



**State Term Contract
No. 80111600-21-STC
For
Temporary Staffing Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **22nd Century Technologies, Inc.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The initial Contract term shall be for three (3) years. The initial Contract term shall begin on the date of the last signature below. The Contract shall expire on July 31, 2024 unless terminated earlier in accordance with Contract Exhibit B, Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a renewal term not to exceed the initial Contract term, pursuant to Contract Exhibit B, Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated exhibits, which set forth the entire understanding of the Parties and supersede all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract exhibits shall have priority in the order listed below:

- a) This Contract document
- b) Contract Exhibit F, Additional Special Contract Conditions
- c) Contract Exhibit A, Statement of Work
- d) Contract Exhibit B, Special Contract Conditions
- e) Contract Exhibit C, Job Title Descriptions
- f) Contract Exhibit D, Contractor’s Submitted Technical Proposal from RFP No. 20-80111600-RFP
- g) Contract Exhibit E, Contractor’s Submitted Cost Proposal from RFP No. 20-80111600-RFP

IV. Contract Management.

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

Sandeep Singh
22nd Century Technologies, Inc.
8251 Greensboro, Dr, Suite 900
McLean, VA 22102
Telephone: (914) 433-8200
Email: sandeeps@tscti.com


This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

State of Florida:
Department of Management Services

Contractor:
22nd Century Technologies, Inc.

By: _____
Name: Todd Inman
Title: Secretary

Date: _____

DocuSigned by:

By: _____
Name: Caroline Belilies
Title: Director

Date: 7/20/2021 | 9:55 AM CDT

IV. Contract Management.

Department's Contract Manager:


Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

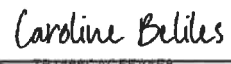
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Telephone: (914) 433-8200
Email: sandeeps@tscti.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

State of Florida:
Department of Management Services

By: 
Name: Todd Inman
Title: Secretary
Date: 7/23/2021

Contractor:
22nd Century Technologies, Inc.

DocuSigned by:
By: 
Name: Caroline Belilies
Title: Director
Date: 7/20/2021 | 9:55 AM CDT

CONTRACT EXHIBIT A
Temporary Staffing Services
Contract No. 80111600-21-STC

Statement of Work

1 Scope of Services

The Contractor shall serve as the Managed Service Provider (MSP) of the State for the provision of temporary administrative, industrial, and medical staffing services. This includes, but is not limited to, providing Customers with a comprehensive offering of Temporary Staffing Services statewide via the Contractor's Management System to meet their various needs.

2 Definitions

- 2.1 **Bill Rate** – The unit of compensation paid to the Contractor, consisting of the Pay Rate and the Mark-Up Rate. The Bill Rate is expressed as a range between Entry (low) and Experienced (high). "Bill Rate, Entry" and "Bill Rate, Experienced" is determined by applying the Mark-Up Rate to the "Pay Rate, Entry" and "Pay Rate, Experienced," respectively.
- 2.2 **Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.
- 2.3 **Contingent Staff** – A person assigned to work on behalf of the Contractor for the purpose of providing temporary staffing services to a Customer.
- 2.4 **Contractor or Managed Service Provider (MSP)** – The Vendor that has been awarded and contracts to provide and maintain a network of Subcontractors, supply and support a Management System (MS), and provide recruitment and selection services to Customers in accordance with the Contract. The term "Contractor" may be used interchangeably with "Managed Service Provider."
- 2.5 **Customer** – An ordering entity, including state agencies and eligible users, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).
- 2.6 **Job Category** – The classification of Job Titles under this Contract. The Job Categories are administrative, industrial, and medical.
- 2.7 **Job Title** – A service provided by the Contractor to be performed by Contingent Staff under this Contract.
- 2.8 **Management System (MS)** – The Contractor's automated system, accessible through the internet, that processes requests for Contingent Staff from Customers and invoices Customers, produces monthly and quarterly reports, and performs other operations required under the Contract.
- 2.9 **Mark-Up Rate** – The amount paid to the Contractor, in addition to the Pay Rate, that includes all other costs associated with the provision of Temporary Staffing

Services; the Mark-Up Rate may include, but is not limited to, Statutory Rate, Subcontractor costs, and the amount retained by the Contractor as payment for services rendered under the Contract. The Mark-Up Rate is equal to the difference between the Bill Rate and the Pay Rate and is expressed as a percentage for the purposes of the Contract; the Mark-Up Rate is applied to the Pay Rate to determine the Bill Rate.

- 2.10 **Pay Rate** – The hourly rate of pay to Contingent Staff before deductions are taken. The Pay Rate is expressed as a range between Entry (low) and Experienced (high) and is commensurate with the qualifications and skill level of Contingent Staff.
 - 2.10.1 **Pay Rate, Entry** – The Pay Rate for entry-level Contingent Staff. The Customer may negotiate, and the Contractor may offer, a “Pay Rate, Entry” lower than that which is indicated on the Cost Proposal for a Job Title.
 - 2.10.2 **Pay Rate, Experienced** – The Pay Rate for experienced Contingent Staff. The Customer may negotiate, and the Contractor may offer, a “Pay-Rate, Experienced” lower than that which is indicated on the Cost Proposal for a Job Title. However, the Contractor shall not offer a “Pay Rate, Experienced” higher than that which is indicated on the Cost Proposal for a Job Title.
- 2.11 **Service Level Agreement** – Mandatory, detailed performance requirements that apply to the Contractor’s provision of services to Customers under the Contract.
- 2.12 **State** – The State of Florida.
- 2.13 **Statutory Rate** – The total amount for taxes and fees required by applicable federal and state employment laws, including but not limited to, the Federal Insurance Contributions Act, Medicare, Florida Unemployment Compensation Act, Federal Unemployment Tax, Florida Workers’ Compensation Act, liability insurance, and Affordable Healthcare Act.
- 2.14 **Subcontractor** – When capitalized in this SOW, a vendor that has executed an agreement with the Contractor, and been approved by the Department, to supply Contingent Staffing to a Customer upon request.
- 2.15 **Temporary Staffing Services** – The complete portfolio of Job Titles available from the Contractor for administrative, industrial, and medical staffing service categories under this Contract.

3 Contractor Responsibilities

The Contractor and its subcontractors shall adhere to all work policies, procedures, and standards established by the Department and Customer. The Contractor and its subcontractors shall ensure that Contingent Staff conform in all respects with physical safety, security, and fire regulations while on the Customer’s premises. The Contractor and its subcontractors shall be responsible for obtaining all of the aforementioned rules, regulations, policies, etc. Regardless of any delegation, including any subcontract entered into, by the Contractor, the Contractor and its subcontractors shall be responsible for the following:

- 3.1 Recruiting, hiring, and implementing any reassignments or terminations of Contingent Staff. The Contractor shall ensure competency and responsibility of the Contingent Staff, subject to a financial consequence as identified in Section 23, Service Level Agreements and Financial Consequences, for failure to maintain a Contingent Staff turnover rate of no more than 8% per month.
- 3.2 Providing Contingent Staff that meet the requirements, including but not limited to, to the experience level, identified in the Customer's contract or purchase order.
- 3.3 Maintaining a recruiting and hiring program that is in compliance with applicable federal and State employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Credit Reporting Act, and the Fair Employment Protection Act.
- 3.4 Performing background screening on all Contingent Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required herein. Contractor shall ensure that all Contingent Staff possess all certifications and qualifications necessary to enable them to perform their assignments.
- 3.5 Providing telephone and help desk support, in accordance with State business hours. Business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, as specified in section 110.117, Florida Statutes (F.S.).
- 3.6 Ensure that the staffing opportunities are released at the same time to all Subcontractors. The Contractor shall screen submitted candidate resumes for applicability to job requisition, facilitate the selection process with the Customer and Subcontractor, and provide reporting visibility on candidate submittals and selection trends to the Department and the Customer. The Contractor shall ensure that all Subcontractors have an equal opportunity to submit candidates for all staffing position opportunities.
- 3.7 Administering periodic performance evaluations and any disciplinary actions for each Contingent Staff provided under this Contract.
- 3.8 Informing Contingent Staff that they are required to adhere to the policies and procedures of the State and the Customer. Contractor or its designee shall promptly notify the Customer of any human resource issues raised by a Contingent Staff that may affect the Customer, such as threats of violence, harassment, discrimination, or retaliation.
- 3.9 Providing harassment, discrimination, and retaliation training for all Contingent Staff. Contractor shall maintain a record of all such training.
- 3.10 Informing Contingent Staff in writing that they are employed by Contractor, not the Customer.
- 3.11 Notifying Contingent Staff in writing that the only benefits they will receive will be from Contractor and that they are not entitled to any benefits from the Customer.

- 3.12 Informing Contingent Staff in writing that job-related illness/injury reports are to be made to Contractor. Contractor or its designee shall notify the Customer within twenty-four (24) hours of receipt of any such reports.
- 3.13 Being solely responsible for, and holding Customers harmless from, all administrative employment matters regarding Contingent Staff including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of legally required fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to Contingent Staff.
- 3.14 Paying Contingent Staff in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act and Florida Employment and Labor Laws. Contractor shall maintain complete and accurate records of all wages paid to Contingent Staff. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages and payroll-related and unemployment taxes attributable to wages paid to Contingent Staff.
- 3.15 Issue invoices for all services provided to Customers. Invoices must specify the Pay Rate, Bill Rate, and Mark-Up Rate used to determine the amount of the invoice. The Mark-Up Rate must be expressed as a percentage and dollar amount and must include the Statutory Rate expressed as a percentage of the Mark-up Rate. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices will be paid in accordance with the requirements of section 215.422, Florida Statutes.

4 Management System Requirements

The Contractor shall develop and maintain the MS, which shall manage all processes required to procure Contingent Staff, manage assignments, collect hours worked, consolidate invoicing, and report on the Contingent Staff by Customer.

- 4.1 The Contractor shall ensure that the Department, Subcontractors, and Customers have continuous, uninterrupted access to the MS, including nights, weekends, and holidays, for the duration of the Contract, subject to a 98% uptime target for the application of financial consequences identified in Paragraph 23 below.
- 4.2 The Contractor shall provide a minimum of thirty (30) days' notice to the Department prior to planned outage, update, upgrade, and maintenance schedules for the MS. The Contractor shall, within one (1) business hour of becoming aware of an unplanned outage of the MS, notify the Department of the occurrence and establish workaround solutions if the outage exceeds one (1) Business Day or eight (8) consecutive business hours.
- 4.3 The Contractor shall provide Customers with initial setup training and materials on how to use the MS. The Contractor shall also make ongoing training available to Customers on as-needed basis upon request.
- 4.4 The Contractor shall configure the MS to incorporate name and location and any other reasonable non-programming modifications as requested by a state agency but is not obligated to develop customizations for other eligible users.

- 4.5 Provide all reporting features, including but not limited to, standard reports and ad hoc reports created through tools accessible and useable by the Department and Customers. The Contractor shall ensure that such reports can be created by the Department and Customers without specialized knowledge of report programming.
- 4.6 Provide the Department's Contract Manager with access to all information pertaining to all orders and contracts with Customers, including but not limited to, staffing requests, assigned Contingent Staff, and invoices. Customers shall have access to all information pertaining to the Customer's orders and contracts, including but not limited to, staffing requests, assigned Contingent Staff, and invoices. Invoice information accessible by the Department and Customers must include Pay Rate, Mark-Up Rate, and Bill Rate amounts; Mark-Up Rate amounts must include the Statutory Rate expressed as a percentage of the Mark-up Rate.
- 4.7 The MS shall keep the Customers updated on the status of the order and facilitate communication between all parties involved in the process. The MS shall utilize standard email applications to notify Customers when a task is required or has been completed. For example, a requesting manager must be notified when their requisition has been issued and when the Subcontractors have submitted resumes through the MS. The internal clock in the MS shall timestamp all activities and provide reports accordingly. The MS shall be a "collaborative ecommerce" platform that allows Customers to communication and collaboration through one central platform.
- 4.8 The MS shall be a workflow-based application delivered in a Software as a Service (SaaS) model and accessed via the internet utilizing a standard browser. The MS shall be configured specifically for each state agency customer utilizing business rules, user roles, and internal routing. The MS shall be an extensive application configuration tool that allows new users, vendors, and job information to be added or updated easily.

The Contractor agrees to cooperate with the Department and Customers and perform all actions necessary to assist with all tasks in furtherance of the Department's and Customers' efforts to comply with the obligations under section 282.318, F.S., and Chapter 60GG-2, F.A.C., Information Technology Security (also known as the Florida Cybersecurity Standards (FCS)), as applicable. The Contractor shall abide by all applicable federal and state law pertaining to cybersecurity requirements, and other prescribed security guidance, to include (but not limited to) those requirements outlined for such sensitive data types as Personally Identifiable Information (PHI) and Criminal Justice Information (CJI).

- 4.9 In addition to the above requirements, the MS shall:
 - 4.9.1 Reduce costs and improve efficiency for Customers by automating the Contingent Staffing process through:
 - a. Providing a single point of contact;
 - b. Consolidating and standardizing the Contingent Staff procurement processes;
 - c. Providing automated order entry and distribution, candidate submittal, response, and order fulfillment;

- d. Replacing paper-intensive, manually-managed processes;
- e. Replacing fax, email, and telephone order distribution;
- f. Addressing the unique requirements for industrial Customers;
- g. Providing a process to quickly fill positions;
- h. Providing visibility into weekly and daily resource loading schedules and the ability to adjust the schedules;
- i. Accommodating multiple and varying work schedules;
- j. Flagging Contingent Staff that require special review;
- k. Providing additional information on applicants to assist hiring managers with evaluations;
- l. Tracking the history of all Contingent Staff assignments at Customer locations; and
- m. Providing collaborative features that reduce "telephone tag."

4.9.2 Streamline the approval and billing process using:

- a. Pre-established routing for approvals;
- b. Desktop action list, email notification;
- c. Automatic approval back-ups for manager absences; and
- d. Tracking of Customer expenditures.

4.9.3 Automate time and expense capture and approval by:

- a. Eliminating paper-intensive time capture;
- b. Reducing audit requirements of the time capture and invoice process;
- c. Providing statewide reporting, including transactional, financial, and performance metrics; and
- d. Providing usage data immediately after payroll.

5 Interview of Prospective Contingent Staff

The Customer shall have the right to interview all prospective Contingent Staff and to accept or reject any or all based upon the required skills and the background and experience of each individual.

6 Training

Referred personnel shall be immediately productive, requiring minimal training and orientation. If, in the sole discretion of the Customer, extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Customer must include the extended training requirements in the original order issued to the Contractor for contingent staff. The Contractor may be required to pay the Contingent Staff for up to sixteen (16) hours (two (2) Business Days) of training, as determined by the Customer.

7 Hours of Work

- 7.1 Contractor shall verify work hours at the time the Customer order is placed. Work hours and holidays will vary dependent upon the Customer and Job Title. In addition to the holidays specified in section 110.117, F.S., Customers may have holiday(s) observed specifically by the Customer, which will be detailed in the Customer's contract or purchase order.
- 7.2 Customers' contracts and purchase orders may include requirements for weekend and overtime work.

- 7.2.1 Weekend work shall be defined as 12:00 a.m. on Saturday through 11:59 p.m. on Sunday during the same week. Weekend work shall not be considered overtime, unless the Contingent Staff exceeds forty (40) hours within the week during which the weekend work was performed.
- 7.2.2 Overtime shall be defined as hours worked in excess of forty (40) per week. Should Contingent Staff work on a holiday (as specified in section 110.117, F.S., or on an individual Customer's contract or purchase order), regular pay shall apply to all hours under forty (40), and time and a half shall apply for hours over forty (40). Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable.
- 7.3 Lunch periods will range from thirty (30) to sixty (60) minutes and will be determined by the Customer. No payments shall be made for lunch periods.
- 7.4 Contingent Staff will receive one (1) 15-minute break in the morning and one (1) 15-minute break in the afternoon; the exact times of the breaks will be agreed to by the Contingent Staff and the Customer.

8 Transportation and Parking

It will be the Contractor or the Contingent Staff's responsibility to provide transportation to and from the required work location(s). Parking may or may not be provided and, if not, will be the responsibility of the Contractor or the Contingent Staff.

9 Contingent Staff Expenses

Contractor shall be responsible for Contingent Staff expenses. Customers are not responsible for separately reimbursing the Contractor, Subcontractor(s), or Contingent Staff for travel expenses, unless authorized in writing at the time the Customer order is placed. If authorized by the Customer, bills for travel expenses shall be submitted in accordance with section 112.061, F.S., and may be submitted through the MS.

10 Contractor Single Point of Contract

The Contractor shall designate a coordinator as a single point of contact (SPOC), as well as a backup, that will be accessible during Business Days, to receive employment requests and handle and assist with any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll-free telephone number or email. The SPOC may have support staff that will serve as account managers for different Customers or designated multiple points of contact in order to best provide service.

11 Contingent Staff Requirements

- 11.1 **Background Screening** – The Contractor shall require that background checks, including criminal history checks, are conducted on Contingent Staff. Contingent Staff may be persons of special trust and may be required to undergo a Level II Background Check, as described in section 435.04, F.S. The cost of the background checks will be borne by the Contractor or its Subcontractors, not the Department or Customer. The Contractor may not allow any Contingent Staff to provide services to Customers if such Contingent Staff does not meet the qualification standards established by the Customer.

- 11.2 **Reporting of Criminal Matters** – The Contractor shall require Subcontractors to report to Contractor any criminal matter in which the Contingent Staff assigned to a Customer has been involved. Criminal matters requiring reporting include an arrest, charge, indictment, information, conviction, plea of guilty or plea of no contest, regardless of whether adjudication is withheld and regardless of whether the criminal matter occurred within or outside the workplace. The Contractor shall require Subcontractors to report criminal matters, of which it has knowledge, no later than one (1) Business Day after the occurrence of the event and shall provide Subcontractors with contact information for reporting criminal matters. The Contractor shall notify the Customer no later than one (1) Business Day after the reporting by Subcontractor of any criminal matter.
- 11.3 **Drug Testing** – Drug testing requirements will vary for individual Customers throughout the State. The Customer will identify if there is a drug test requirement at the time the order is placed. These tests are normally conducted randomly, on a random number of Contingent Staff, in safety-sensitive positions, and consist of a urine sample. If a Contingent Staff fails a drug test, the Contingent Staff will no longer be eligible to provide services to the Customer under this Contract. The cost of the drug test shall be incurred by the Contractor.
- 11.4 **Driving Qualification** – If driving is required for a specific Job Title, the Contingent Staff must have a valid driver's license reflective of the class required to render the services. Any cost associated with confirming this qualification shall be borne by the Contractor.
- 11.5 **Additional Certification(s)** – Certain positions may require additional types of certifications, such as First Aid and CPR certification. Contingent Staff shall have these certifications prior to applying for such positions. Contingent Staff shall maintain and recertify these certifications at the Contractor's or their own expense.
- 11.6 **Dress and Equipment** – Contingent Staff shall report to job assignments dressed appropriately and with the equipment specified by the Customer as being required to perform work in the Job Categories covered under this Contract. Field personnel are required to have safety shoes, at the expense of the Contractor, Subcontractor, or Contingent Staff. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.
- 11.7 **Communication Skills** – Unless otherwise requested, all Contingent Staff must be able to read, write, speak, and comprehend the English language in accordance with the minimum requirements of the position description. If the Contractor provides Contingent Staff that are unable to read, write, speak, and comprehend the English language, in the Customer's sole discretion, the Contractor will refund any fees and wages incurred.
- 11.8 **Courtesy and Cordiality Towards All Others** – Contingent Staff shall be respectful of all people with whom they interact, including Customer employees.
- 11.9 **Customer's Right of Refusal** – The Contractor will be given between four (4) business hours and one (1) Business Day to confirm availability of a Contingent Staff to fill a request. However, if the Customer and Contractor agree that a position

is “hard-to-fill,” the Customer may allow up to five (5) Business Days for the Contractor to confirm availability of a Contingent Staff. In the event that the Subcontractor is unable to fill the job request, the Customer may cancel the request.

12 Subcontractor Management

The Contractor shall monitor the performance of all Subcontractors and enforce all subcontract performance requirements. The Contractor shall notify the Department within 48 hours of conditions related to Subcontractor performance that adversely affect service delivery to Customers. Contractor acknowledges that it is responsible for compliance with the requirements of Section 3 above, whether the work is performed by it, its affiliate, or its Subcontractor(s).

- 12.1 In managing Subcontractors and performing its administrative responsibilities, the Contractor shall adhere to ethical standards contained in sections 112.313 and 112.3135, F.S., the Florida Code of Ethics for Public Officers and Employees.
- 12.2 The Contractor shall ensure that Contingent Staff are drawn from staff within the Subcontractor network. Throughout the term of this Contract, the Contractor shall perform its responsibilities in a vendor-neutral manner.
- 12.3 The Contractor shall issue payments to Subcontractors in accordance with section 287.0585, F.S.
- 12.4 The Contractor is responsible for all services provided by the Subcontractors. The Contractor agrees that the Department shall not be liable to the Subcontractor in any way or for any reason under this Contract.
- 12.5 The Contractor shall develop a transparent and efficient method to add and terminate new and existing Subcontractors. Prior to delivery of Temporary Staffing Services, the Contractor shall obtain Department approval of its plan for adding and terminating new and existing Subcontractors. The Contractor shall provide notice within five (5) Business Days to the Department of new or terminated Subcontractors. The Department reserves the right to disallow the addition of a proposed new Subcontractor and to require removal of a Subcontractor at any time.
- 12.6 The Contractor may not subcontract or assign its administrative, management, or oversight responsibilities under this Contract without prior written approval of the Department. The Contractor may not provide its own Contingent Staff without prior written approval of the Department.

13 Contingent Staff Compliance

Work policies, procedures, and standards established by the Customer shall be followed at all times. The Contingent Staff shall conform in all respects with regard to physical safety, security, and fire regulations while on the Customer’s premises. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer.

14 Confidentiality of Customer Information

The Contractor shall ensure Contingent Staff’s compliance with all State and federal confidentiality requirements of the Department and Customer, including any requirements pertaining to protected health information (PHI), as defined in the Health Insurance Portability and

Accountability Act of 1996 (HIPAA), if applicable. The Contractor shall comply with any additional confidentiality requirements set forth in the Customer's contract or purchase order.

15 Replacement of Contingent Staff

In the event any Contingent Staff fails to adhere to the Customer's directions or safety, security, or fire regulations, or demonstrates that they are not qualified to perform the required duties, the Customer will notify the Contractor, who shall replace the Contingent Staff immediately or as directed by the Customer at no cost to the Customer, including, but not limited to, training time, background checks, ID badges, drug testing, etc.

- 15.1 Such notice and replacement requirements also apply to any Contingent Staff that leaves, for any reason, before the assignment is completed. When a Contingent Staff leaves, at any time, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the Customer within five (5) working days, the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) calendar days. If the Contractor has not paid the invoice within fourteen (14) calendar days, the Customer will have the option to deduct the exact replacement costs from the final invoice.

16 Mark-Up Rate

The Contractor shall not exceed the Mark-Up Rates provided in its submitted Cost Proposal for both the initial and renewal terms for each Job Category unless the Mark-Up Rates are increased by a formal amendment to the Contract.

17 Mark-up Rate Adjustments

Mark-Up Rates may be adjusted no earlier than twelve (12) months after the start date of the Contract, and annually thereafter, but no earlier than twelve (12) months after the effective date of the previous Mark-Up Rate adjustment. Mark-Up Rate increases must be supported by a change in Statutory Rate. When requesting a Mark-Up Rate increase, the Contractor shall submit a written justification to the Department's Contract Manager detailing the increase in Statutory Rate, along with documentation of changes in taxes and fees required by federal and state employment laws.

The Department reserves the exclusive right to approve or deny any Mark-Up Rate adjustment request. Mark-Up Rate adjustments will not be considered if the Contractor has any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation, including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Mark-Up Rate adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request Mark-Up Rate decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Mark-Up Rate decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

18 Pricing Adjustments

Pay Rates and Bill Rates (i.e., prices) may not be adjusted during the initial term of the Contract. For the renewal term of the Contract, the prices will be the renewal term prices specified in the Cost Proposal; however, the renewal term prices may be adjusted no earlier than twelve (12) months after the start date of the first renewal term, if any, and annually thereafter, but no earlier than twelve (12) months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Wage Estimates for each Occupational Code and Job Title

shown in the Cost Proposal. This information is published by the Florida Department of Economic Opportunity (DEO) and is available at <https://floridajobs.org/workforce-statistics/data-center/statistical-programs/occupational-employment-statistics-and-wages>.

The change in Wage Estimates for the first price adjustment after the start date of the renewal term shall be determined using the Wage Estimates for the year in which the renewal term began and the Wage Estimates at the time of the price adjustment request. The change in Wage Estimates for second and subsequent price adjustments shall be determined using the latest Wage Estimates that were used to support the previous price adjustment and the latest available Wage Estimates at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Department's Contract Manager detailing the reason(s) for the request; an increase in the Wage Estimates is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in Wage Estimates or three percent (3%), whichever is less. The percent change in Wage Estimates shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = Wage Estimate at the time the renewal term began or previous price adjustment

B = Wage Estimate at the time of price adjustment request

Z = percent change in Wage Estimate

The percent change in Wage Estimate shall be individually calculated and applied to "Pay Rate, Entry" and "Pay Rate - Experience" for each Job Title. "Bill Rate, Entry" and "Bill Rate, Experienced" for each Job Title will be adjusted by applying the Mark-Up Rate to the adjusted "Pay Rate, Entry" and "Pay Rate - Experience," respectively.

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered if the Contractor has any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation, including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

19 Job Title Adjustments

The Contractor may add or remove Job Titles, subject to the approval of the Department. Requests to add Job Titles must be supported by Customer needs, as demonstrated to and verified by the Department. Added Job Titles must appear on the most recent Wage Estimates published by DEO, which is available at <https://floridajobs.org/workforce-statistics/data-center/statistical-programs/occupational-employment-statistics-and-wages>.

20 Job Title Classification

The Contractor will adhere to the description provided for each Job Title in Contract Exhibit C, Job Title Descriptions.

21 Job Title Misclassification

If the Contractor, Subcontractor, or Contingent Staff is requested to act in a manner that will result in a misclassification of a position or a misapplication of a Pay Rate or Bill Rate to a position other than that established on the submitted Cost Proposal, the Contractor will immediately (within one (1) Business Day) report the details of the event to the Department's Contract Manager in writing. The Contractor, Subcontractor, and Contingent Staff will take no further action on the request until they receive written instructions from the Department's Contract Manager.

22 Minimum Wage, and Mandatory Health and Welfare Benefits

The Contractor must meet all federal, State, and local requirements regarding minimum wage, and any mandatory health and welfare benefits. Pay Rates and Mark-up Rates will be adjusted in accordance with federal, state, and local requirements for minimum wage, living wage, and mandatory health and welfare benefit adjustments. The Contractor must submit to the Department's Contract Manager detailed and sufficient documentation, including proof of changes, in support of requests to adjust the Pay Rate or Mark-Up Rate, in accordance with these federal, state, and local requirements.

23 Service Level Agreements and Financial Consequences

The deliverables and associated performance standards for the Contract are outlined in the table below. Financial consequences will apply when the Contractor fails to meet the performance standards of the Contract deliverables, in accordance with section 287.058, F.S.

The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that these financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

- 23.1 Financial consequences will be assessed for each individual failure and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month or quarter thereafter.

	Deliverable Name	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
1	Quarterly Sales Report	Submitted timely with the required information, in accordance with Section 23.1	On or before the 30th calendar day after the close of the State's fiscal quarter	\$250 per calendar day late
2	Service Level Agreement Report	Submitted timely with the required information, in accordance with Section 23.2	On or before the 15th calendar day after the close of each month	\$250 per calendar day late

3	MFMP Transaction Fee Reports	Submitted timely, in accordance with Section 23.3, Rule 60A-1.031(2), F.A.C., and paragraph 3.7 of Contract Exhibit B, Special Contract Conditions	On or before the 15th calendar day after the close of each month	\$100 per calendar day late
4	Access to the Management System (MS)	98% uptime and network availability (number of hours MS was available ÷ number of hours expected availability, excluding scheduled downtimes), in accordance with Section 4.1	Calculated monthly	\$500 per percentage point rounded to the next whole percentage point (with fractions rounded down to the next whole point) per month the metric is not met
5	Staff Performance	Maximum turnover rate of 8% (number of position turnovers due to inadequate performance, as determined by the Customers ÷ total number of positions filled), in accordance with Section 3.1	Calculated monthly	\$500 per month the metric is not met

23.2 All financial consequences shall be paid via check or money order in U.S. Dollars, made out to the Department of Management Services, within thirty (30) calendar days after the required performance due date indicated in the table above.

Additional Customer-specific financial consequences may be set forth in the Customer's contract or purchase order. The Customer may collect financial consequences by reducing payments to the Contractor or by requiring payment via check or money order in U.S. Dollars, made out to the Customer, within thirty (30) calendar days after the Contractor's failure to perform or comply.

24 Reporting Requirements

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports to the Department's Contract Manager:

24.1 **Quarterly Sales Report** – The Contractor shall submit a Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after the close of each State Fiscal Quarter, as listed below. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor, without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two (2) consecutive Contract quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 (July-Sept.) – due 30 calendar days after the close of the quarter
Quarter 2 (Oct.-Dec.) – due 30 calendar days after the close of the quarter

Quarter 3 (Jan.-March) – due 30 calendar days after the close of the quarter
Quarter 4 (April-June) – due 30 calendar days after the close of the quarter

- 24.2 **Service Level Agreement Report** – The performance metrics for deliverables set forth in Section 22, Service Level Agreements and Financial Consequences, above, shall constitute the Service Level Agreements for this Contract. The Contractor shall provide a report on Deliverable Nos. 4 and 5 to the Department no later than fifteen (15) calendar days following the close of each month.

Notwithstanding the information provided in the Contractor's Service Level Agreement Report, the Department reserves the right to assess the applicable financial consequence when, in the Department's sole discretion, the Contractor has failed to meet the performance metric for a deliverable.

- 24.3 **MFMP Transaction Fee Report** – The Contractor shall submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of each calendar month. For information on how to submit MFMP Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting and https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors. Assistance with MFMP Transaction Fee Reports is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. ET.

- 24.4 **Diversity Report** – The Contractor shall report to each Customer, ten (10) Business Days after the end of the State's fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each Customer ordering under the terms of this Contract.

- 24.5 **Ad-Hoc Reports** – The Department and Customers reserve the right to require ad hoc reports or additional sales information pertaining to this Contract and any resulting purchase orders or contracts with Customers at no additional cost to the Department or Customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department or Customer request, unless otherwise approved by the Department or Customer.

25 Contractor Warranty

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected at no additional cost to the Customer.

26 Routine Communications

All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contact information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be by email, regular mail, or telephone.

27 Business Review Meetings

Each Contract quarter, the Department may request, and the Contractor shall provide, a business review meeting pertaining to the services provided under the Contract. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs or improve business efficiencies.

28 Contract Transition

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor(s) as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequent vendor(s) to coordinate the transition, including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

29 Request for Quote(s) (RFQ) Requirement

- 29.1 Customers needing temporary staffing services will issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed, each time they desire to solicit temporary staffing services.
- 29.2 The Customer shall send the RFQ to both Vendors, as required by section 287.056(2), F.S.
- 29.3 The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

Contract Exhibit B

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause; and

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



CONTRACT EXHIBIT F

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The sections of the Special Contract Conditions referenced below are replaced in their entirety as follows:

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.7 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and

following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the

Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.



22nd Century Technologies, Inc.

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



The State of Florida
Department of Management Services
Temporary Staffing Services
RFP No. 21-80111600-RFP
PART ONE: Organizational Proposal

Submitted To:
Gerriod Griffin, Purchasing Analyst
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
(850) 487-1463
Gerriod.Griffin@dms.fl.gov

Submitted By:
Sandeep Singh, Account Director
22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite 900,
McLean, VA 22102
Telephone: (800) 517-8408
Email: Proposal@tscti.com

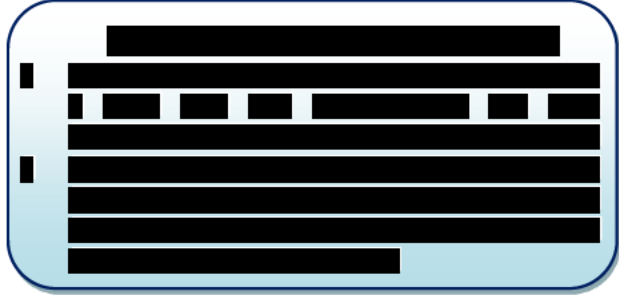
This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task or delivery order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

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A) EXECUTIVE SUMMARY

22nd Century Technologies, Inc. (TSCTI) has a proven Managed Service Provider (MSP) solution that will provide the for the State of Florida (the State) Department of Management Services (DMS) with the ability to procure Temporary Staffing Services that meet or exceed all functional and technical requirements identified in Section 1, Scope of Services, Contract Exhibit A, SOW. TSCTI's MSP PMO team are experts in delivering and managing vendor-neutral, temporary staff augmentation MSP program.



[Redacted text block]

[Redacted text block]



TSCTI will implement and operate our proven MSP program for the State DMS Temporary Staffing Services, ensuring we meet or exceed all functional and technical requirements identified in Section 1, Scope of Services, Contract Exhibit A, SOW. TSCTI will operate our MSP program to find, provide, and manage contract employees. We will provide a Vendor Management System (VMS) web application that supports these functions. TSCTI has provided an overview of our vendor-neutral MSP segment first, followed by an overview of TSCTI's Vector VMS.

[Redacted text block]

We begin with a foundation based on our 23+ years of experience, which we will then tailor to meet the State's requirements. This will allow us to leverage economies of scale while meeting the State's specific requirements. Ultimately, the result will be a program that is designed specifically for the State that provides immediate and long-term visibility, institutes core process efficiencies, and provides cost savings to the entire program. In tandem, the integration of these components with the cutting-edge Vector VMS will create a customized, yet streamlined solution across the State's entire enterprise.



[REDACTED]

[REDACTED]

[REDACTED]

In the past 23+ years of designing, delivering, and managing Temporary Staffing Services, TSCTI has identified and validated "best practices" in MSP solutions. The integration of these processes into the design of the State's MSP solution will ensure that each critical function is optimized from the beginning of its implementation, with no disruption to the State's business continuity.

[REDACTED] ry

[REDACTED]

[REDACTED]

[REDACTED] TSCTI recommends the creation of a joint Governance Council, which includes members from both the State and TSCTI. The goal of the council is to ensure the vision and objectives of the State program are realized and that the program continues to evolve over time.

[REDACTED]

TSCTI requires the State to be part of the actual implementation planning and timeline. Many factors are dependent on the State organization's priorities and culture. As we develop a formal implementation project plan, there are a number of factors that will have the most impact on the implementation timeline, including the following:

- The State Standards and Business Rules
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

B) SUBCONTRACTING

Separate attachment E for each proposed subcontractor is submitted through MFMP Sourcing.



22nd Century Technologies, Inc.

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



**The State of Florida
Department of Management Services
Temporary Staffing Services
RFP No. 21-80111600-RFP
PART THREE: Technical Proposal**

Submitted To:
Gerriod Griffin, Purchasing Analyst
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
(850) 487-1463
Gerriod.Griffin@dms.fl.gov

Submitted By:
Sandeep Singh, Account Director
22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite 900,
McLean, VA 22102
Telephone: (800) 517-8408
Email: Proposal@tscti.com

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task or delivery order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

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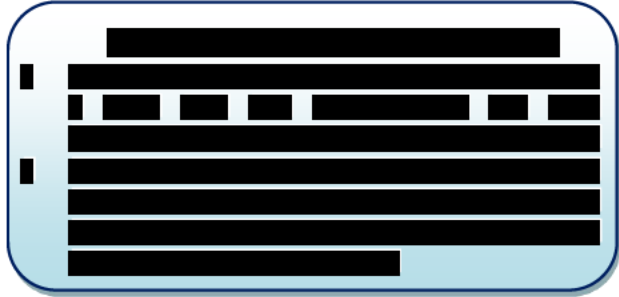
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SERVICES

- a) Provide a description of the services to be provided by your company consistent with those described in Section 1, Scope of Services, of Contract Exhibit A, Statement of Work (SOW). The primary objective is for the Respondent to provide its complete offering of services so that Customers may utilize the Contract as appropriate for their needs.

22nd Century Technologies, Inc. (TSCTI) has a proven Managed Service Provider (MSP) solution that will provide the for the State of Florida (the State) Department of Management Services (DMS) with the ability to procure Temporary Staffing Services that meet or exceed all functional and technical requirements identified in Section 1, Scope of Services, Contract Exhibit A, SOW. TSCTI's MSP PMO team are experts in delivering and managing vendor-neutral, temporary staff augmentation MSP program.



[Redacted text block]

[Redacted text], candidate quality & retention are improved, and critical decision support reporting is timely and of maximum value.

[Redacted text block]



TSCTI will implement and operate our proven MSP program for the State DMS Temporary Staffing Services, ensuring we meet or exceed all functional and technical requirements identified in Section 1, Scope of Services, Contract Exhibit A, SOW. TSCTI will operate our MSP program to find, provide, and manage contract employees. We will provide a Vendor Management System (VMS) web application that supports these functions. TSCTI has provided an overview of our vendor-neutral MSP segment first, followed by an overview of TSCTI's Vector VMS.

[Redacted text block]

We begin with a foundation based on our 23+ years of experience, which we will then tailor to meet the State's requirements. This will allow us to leverage economies of scale while meeting the State's specific requirements. Ultimately, the result will be a program that is designed specifically for the State that provides immediate and long-term visibility, institutes core process efficiencies, and provides cost savings to the entire program. In tandem, the integration of these components with the cutting-edge Vector VMS will create a customized, yet streamlined solution across the State's entire enterprise.

[REDACTED]

[REDACTED] program for the State will have a dedicated operations teams, including a centralized program management office (PMO) command center covering all the State locations, which will monitor and manage the entire process of the contingent labor program.

[REDACTED]

[REDACTED]

[REDACTED] management, and performance management functions. The objective is to provide a balance of fixed and flexible processes within the State's unique framework that has coordination within varied services.

In [REDACTED] the

design of the State's MSP solution will ensure that each critical function is optimized from the beginning of its implementation, with no disruption to the State's business continuity.

[REDACTED]

[REDACTED] time.

[REDACTED]

TSCTI requires the State to be part of the actual implementation planning and timeline. Many factors are dependent on the State organization's priorities and culture. As we develop a formal implementation project plan, there are a number of factors that will have the most impact on the implementation timeline, including the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- Overall Program Scope and Volumes
- The State Variables and Requirements

[REDACTED]

b) Describe your company's Managed Service Provider Solution, Management System, and their benefits to the State of Florida. Additionally, please note if the solution and system are outsourced or in-house.

[REDACTED]

duties as well as comprehensive, easy to use, integrated technology solution - Vector VMS. The major components of our solution are described below.

- [REDACTED] supported by an MSP program management team that will also perform program services related all aspects of the program.
- **Vector VMS:** TSCTI will utilize an outsourced VMS - Vector VMS - to support the State DMS Temporary Staffing Services. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], pre-employment screening, validation, resource timekeeping, timekeeping approval, expense entry & approval, invoicing, subcontractor payment, service level agreement (SLA) management, project milestone entry & approval, and business analytics reporting & trending. The role of the VMS enables the MSP team to ensure that all aspects of the aforementioned process workflows are standardized, compliant, and controlled while delivering process efficiencies to DMS, the subcontractor community, the resources, and the MSP program.
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] are retained and that locally headquartered subcontractors are embraced. We will provide process-specific training. We will measure subcontractors on resource quality, retention, price, responsiveness, and adherence to SLAs.
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED] and auditable online accounting records
 - Level playing field to allow subcontractors to compete on price and quality to earn business

The key features and advantages of working with TSCTI as an MSP/VMS provider are elaborated below.

Key Program Features	TSCTI's Proposed Solution
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]



	<ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

- c) Describe the key features of your company's Management System, including, but not limited to, how your company will keep users updated on the status of orders and facilitate communication between all parties involved in the process as required by Section 4.6 of the SOW.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] action within the workflow as well as giving access to data to the users who participate in those next steps.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] which takes the user directly to the requirement within the application. The approval workflow continues until the requirement reaches the final approval level. Final approval indicates acceptance of the requirement details by all parties in the approval chain.

After the final approval is completed, the requirement is routed to the subcontractor network for candidate submittal. The subcontractors also receive an [REDACTED]

[REDACTED]

[REDACTED] investigation

type. The subcontractor must acknowledge compliance to these requirements within their candidate submittals in Vector VMS.

As [REDACTED]
[REDACTED]
[REDACTED] VMS.

[REDACTED] times and locations can be negotiated directly within the application. Once the interview is finalized, the users' calendars can be automatically updated with the interview meeting notice.

[REDACTED]
[REDACTED] approver receives notification via email with a link to the specific timesheet for approval. Vector VMS has the capability to allow a user to approve a timesheet within the email notification without actually having to enter into Vector VMS.

[REDACTED]
[REDACTED] the funds are depleted. Alerts are also sent when a candidate's engagement is reaching its end date. [REDACTED]
[REDACTED] determine if an extension of the engagement is needed.

[REDACTED]
[REDACTED], reportable record of events that occurred during the workflow. The 'Compliance Manager' functionality allows the managing of both position-specific certifications and onboarding/offboarding requirements for each engagement as well as the management of documents associated to any of the items captured.

Evaluations of candidates [REDACTED]
[REDACTED] available to agency users, TSCTI's PMO team, and/or the candidate's subcontractor.

Even [REDACTED]
[REDACTED]s) monitors each step and speaks to agency users, subcontractors, and candidates directly to ensure all parties know the status of the requirements and the candidates.

Each engaged candidate must submit a [REDACTED]
[REDACTED]
[REDACTED] through Vector VMS, by

selecting the link within the timesheet approval email notification, or by approving the timesheet directly in the email notification. A timesheet can be rejected by the agency approver giving the candidate the opportunity to correct any discrepancies by resubmitting the timesheet. This process continues until the timesheet is approved.

Each [REDACTED]
[REDACTED]
[REDACTED] candidate. Hours can be submitted based on billable hours only or time-in and time-out notation. Comments can be entered on the timesheet to denote any special information regarding the hours worked for that week.

Vector VMS can also import a timesheet file from a separate time system and import the time data into Vector VMS. Through the Integration Manager, TSCTI can configure a process that imports time data from the State's time management system.

d) Describe in detail how your company's Management System application will meet the workflow-based software as a service and internet utilization requirements outlined in Section 4.7 of the SOW.

[REDACTED]
[REDACTED]
[REDACTED] in the specific record. This means that Vector VMS is completely auditable and reportable, all submissions.

[REDACTED]
[REDACTED]. Clients can provide individual communication in-app to the subcontractors in regard to candidate feedback, requisition details, SOW/projects, and interviews. Additionally, subcontractors can submit candidate write ups, requisition questions, and feedback on project proposals. Clients can provide in-app communication to notify all subcontractors in real time of updates to requisitions, approvals, processes, etc.

[REDACTED]
[REDACTED] on what to do next. Secure hot links within the emails can bring the user directly to the page requiring action. During implementation, we will [REDACTED] also recommend optimal configuration based on the State's desired workflow, timing of notifications, and audience.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Vector VMS is a workflow-based application in a SaaS delivery model that is accessed via the Internet utilizing a standard browser. Vector VMS provides automated configurable processes, approval

workflows, and electronic notifications / communication triggers via email for notifying the State users, resources, subcontractors, and MSP PMO team of information, status updates, and needed actions related to processes in [REDACTED]

[REDACTED] and user-specific approval workflows and business rules. TSCTI will then develop and recommend future state processes and workflows from these meetings. Vector VMS will be configured based upon the approvals from the State. [REDACTED]

Vector VMS will automate the workflow for requisitions, allowing any State manager, based upon their assigned user role, to view the status of a requisition requiring approval to see where the requisition is in the approval [REDACTED]

[REDACTED] may be held in-person or via conference call and / or a web-conferencing [REDACTED]

- e) **Describe how your company's Management System will reduce costs and improve efficiency for Customers, including, but not limited to, automating the Contingent Staff process, streamlining the approval and billing process, and automating time and expense capture and approval, in accordance with Section 4.8 of the SOW.**

A [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] all activities to provide reports accordingly. In addition, Vector VMS is a "collaborative e-commerce" platform connecting requestors, process managers, subcontractors, and contract employees for communication and collaboration in one central platform.

[REDACTED] easily.



[REDACTED]
[REDACTED]
[REDACTED] and end dates on a case-by-case basis.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] (client or subcontractor), what is required for that item to be completed, due date, and if an attachment is required.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] for specific events or individuals.

- [REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED] can be made subject to the State's approval.
 - VMS reporting provides comprehensive information on all assignment activity, tenure, end dates, and changes.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

f) Describe your company's methods of overseeing Subcontractors' recruiting and hiring process for Contingent Staff candidates by Job Category, including how your company ensures Contingent Staff candidates' qualifications meet the requirements set forth in the Contract.

Successful execution of the State's vendor-neutral MSP program depends on the ability of TSCTI and our team of subcontractors to work as a single integrated entity. Our team will use CMMI and PMBoK based



*Florida Department of Management Services
Temporary Staffing Services
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resolution, quality control, resource management, monitoring, financial performance monitoring, and coordination of tasks.

TSCTI's process to ensure Contingent Staff candidates' qualifications meet the requirements set forth in the Contract:

The entire TSCTI step-by-step process for candidate screening and validation below explains all the steps our local MSP program management team will take to ensure candidates are properly vetted and screened, providing the State with the best candidates at the best price and preventing high turnover.

interviews for the manager to review with resumes for each candidate, should the State or manager request.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] matching at the manager's request. TSCTI also has the ability to provide a recorded web interview, as described above, for the manager to review prior to selecting candidate(s) for interview.
 - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]. These questions can be based on the job description and/or tools a



candidate will or has used in the current job. With the help of mock scenarios, we understand the logical thought process of a candidate. The SME evaluates a candidate on the basis of the

[REDACTED]

[REDACTED]

- g) Describe your company's approach to ensuring subcontractor compliance in meeting pre-employment requirements, including the proposed approach for ensuring compliance with the requirements in Section 11, Contingent Staff Requirements, of the SOW.

[REDACTED] for the State. [REDACTED]

Our subcontractors are contractually bound to complete background screenings on their resources including a check with e-Verify and sending the results to TSCTI's Account Manager(s) for review. VMS automatically triggers the subcontractor and client about the expiration of the test prior to 30 days and it can be [REDACTED]

[REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

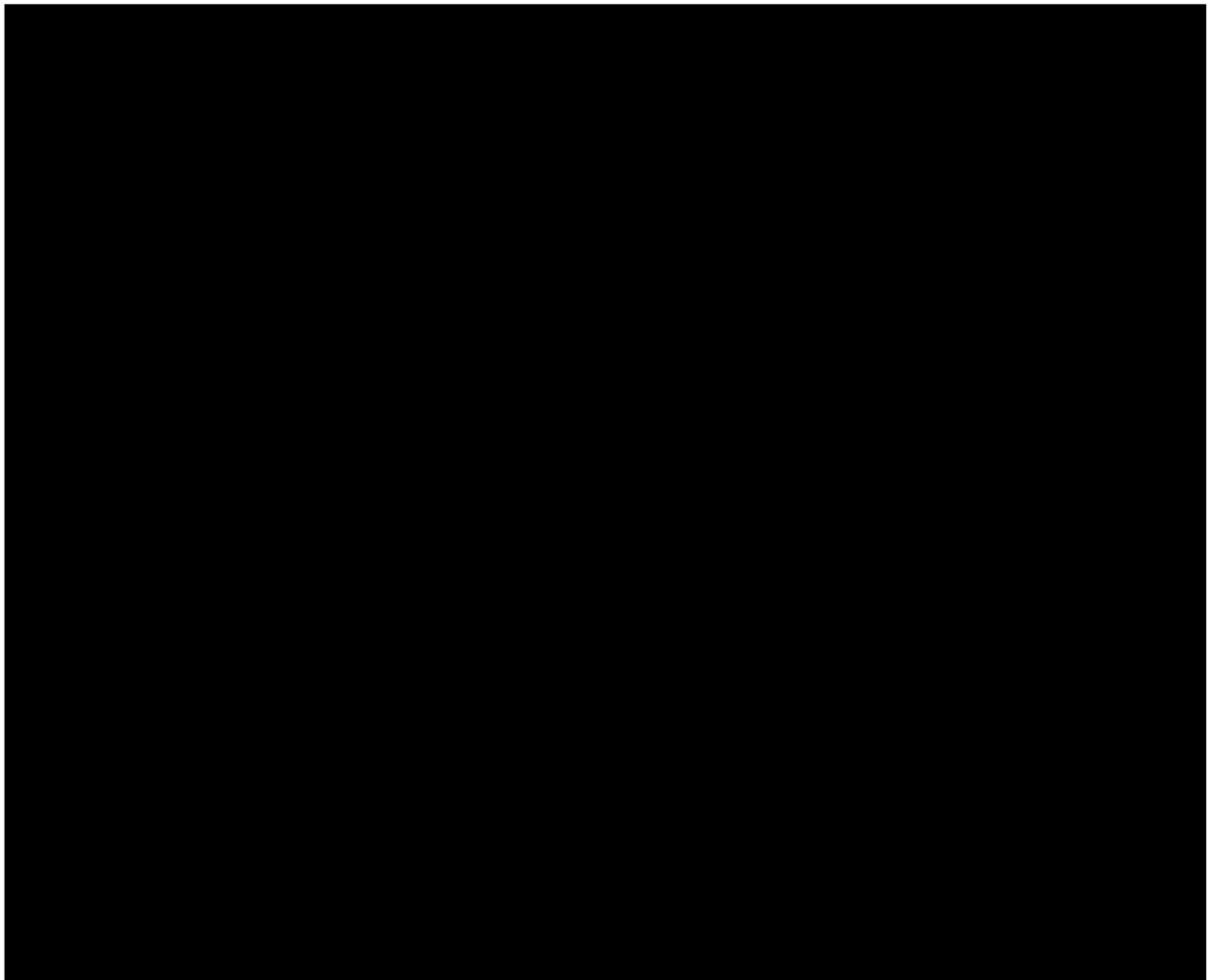
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

i) Describe your company's process assignment of Contingent Staff.

TSCTI's MSP solution was specifically designed to ensure access to the most skilled resources for client specified needs. Our program design has consistently provided the ideal balance of resource quality and retention with competitive market pricing that provides the greatest value to the State. TSCTI's MSP program reduces hard and soft costs while improving resource quality, retention, and resource skill levels.

[REDACTED]

The following images illustrate the specific process workflows for requisition management and resource procurement.



- A [REDACTED]
[REDACTED]
- I [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
 - I [REDACTED]
 - I [REDACTED]
[REDACTED]
[REDACTED]
 - I [REDACTED]
[REDACTED]
[REDACTED]
 - I [REDACTED]
[REDACTED]
[REDACTED]
 - I [REDACTED]
[REDACTED]
[REDACTED]

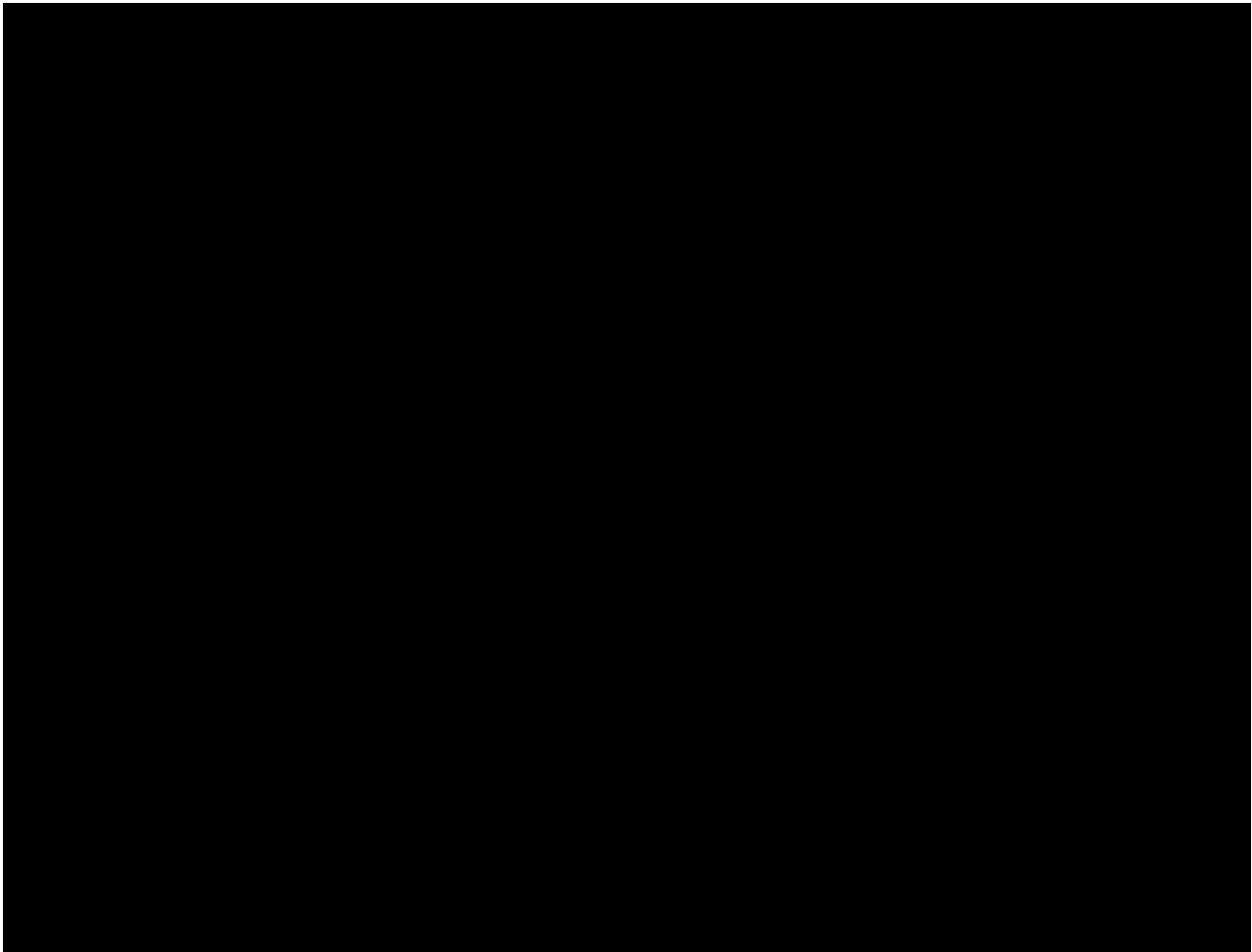


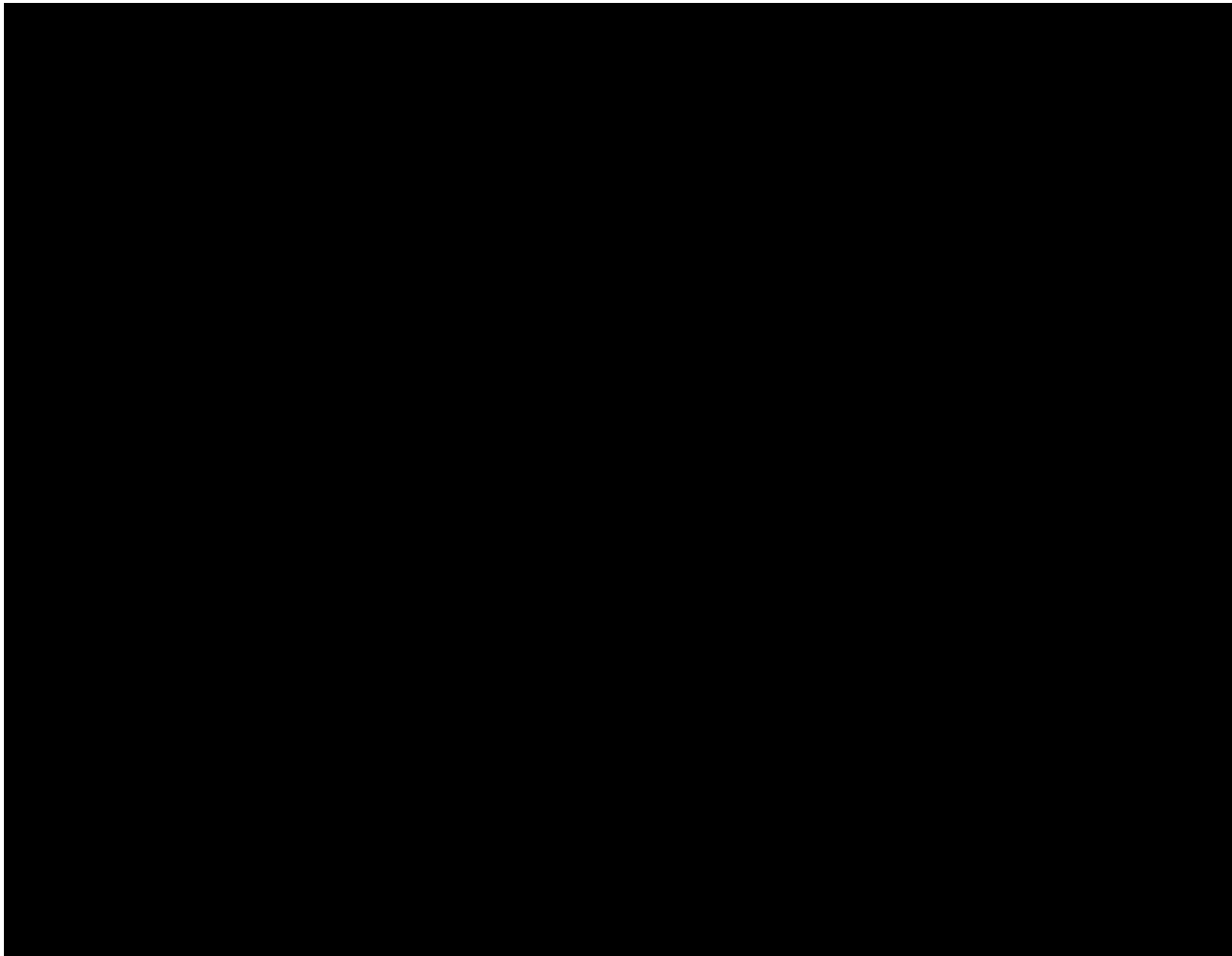
- [illegible]



- [REDACTED]
 - [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The following images illustrate the specific process workflows for resource onboarding and time entry processes.





- j) Describe your company's methods for solving particularly challenging staffing assignments, large orders, and emergency requests.

TSCTI's Account [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] a subcontractor network base that has a broad span of contractors and skill sets. When a particularly challenging combination of skills and experience is needed, we can take advantage of the open enrollment and bring on a subcontractor who has the right resources, such as emerging mobile technologies.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

communicated to the subcontractor community to assist them in developing the pipeline of resources. In addition, our State Government staff supports the Account Manager(s) by noting emerging trends based on RFP and RFQ procurements, as well as monitoring technical trade publications for emerging technologies.

As [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] qualified local subcontractors, TCSTI is highly confident in the ability of our future subcontractor network to respond to all of the State requisitions across the life of the contract.

k) What are your normal company business hours? If an emergency arises outside of these hours, describe your process for servicing customers.

The State's first line of support is our local Account Manager(s) that is dedicated to this account. During normal business hours, Monday through Friday 6:00 AM to 6:00 PM EST, they can be reached for support on the contract, tool [REDACTED]
[REDACTED]

[REDACTED] similar support under all of our MSP contracts, they have extensive expertise in all procedures related to these contracts.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- l) Describe your company's turnaround time after receiving an order and your company's process for meeting the requirements in Section 11.9 of the SOW.**

of SLAs and notify

job timing issues, etc., which in return helps us to notify the client about hard-to-fill positions at the time of requisition initiation only. The figure below shows the number of candidate submissions with requisition tracking.

- m) How do you define and measure turnover? What is your current turnover rate by Job Category (i.e., administrative, industrial, medical)?**

[REDACTED]

Performance Metric	Description	Calculation	Frequency of Review
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The table below depicts the current turnover rate by job category required by the State.

Category	Current Turnover Rate
A [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

n) Describe how your company prepares Contingent Staff for their assignments.

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

[REDACTED]

[REDACTED] will automate the client reporting document and a badge will be generated by VMS with all the information about time, place, route, and scout person.

[REDACTED]

[REDACTED]



[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

p) Describe any special programs that your company offers that will improve Customer's ability to access services or other innovative strategies.

TSCTI is pleased to provide the State with the information on our highly innovative, MSP-relevant,

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



[REDACTED]

- [REDACTED]

- [REDACTED]

q) Describe the capacity of your company to keep the service offerings current and ensure that latest standards and technology for staffing services.

[REDACTED]

[REDACTED] a seamless user experience while addressing key pain points and improving sourcing strategies for talent management.

The committee is also chartered to remain knowledgeable of public sector changes which include new

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED] TSCTI's program management team will work with the State to test any added functionality and determine if it should be activated.

QUALITY

a) Describe your company's customer satisfaction feedback mechanisms.

[REDACTED]

[REDACTED] els:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

b) What is your company's current overall satisfaction rating? What program(s) does your company have in place to improve its overall performance?

[REDACTED]

[REDACTED] are reviewed at least quarterly. If a subcontractor is underperforming, a corrective action plan is developed. If improvement is not demonstrated in the agreed upon timeframe, the subcontractor may then be put on probation or endure suspension periods until the subcontractor can demonstrate that requested improvement criteria have been met. At this time, the MSP team will review

[illegible]

We also speak with each [REDACTED]
[REDACTED]
[REDACTED] to complete a short-term engagement. This





[REDACTED]

c) Describe your company's problem escalation process.

One of our key strengths is the ability to provide exceptional customer service, supported by detailed problem resolution and escalation procedures. We take a proactive approach to issues. Therefore, we

[REDACTED]

[REDACTED], and conduct follow-up audits. TSCTI will configure our standard escalation procedure specifically for the State to include various issues that may arise throughout the program. This procedure will be documented and included in our SOP manual.

[REDACTED]

[REDACTED]

All system users, including resources, subcontractors, and State managers, are permitted to open issue

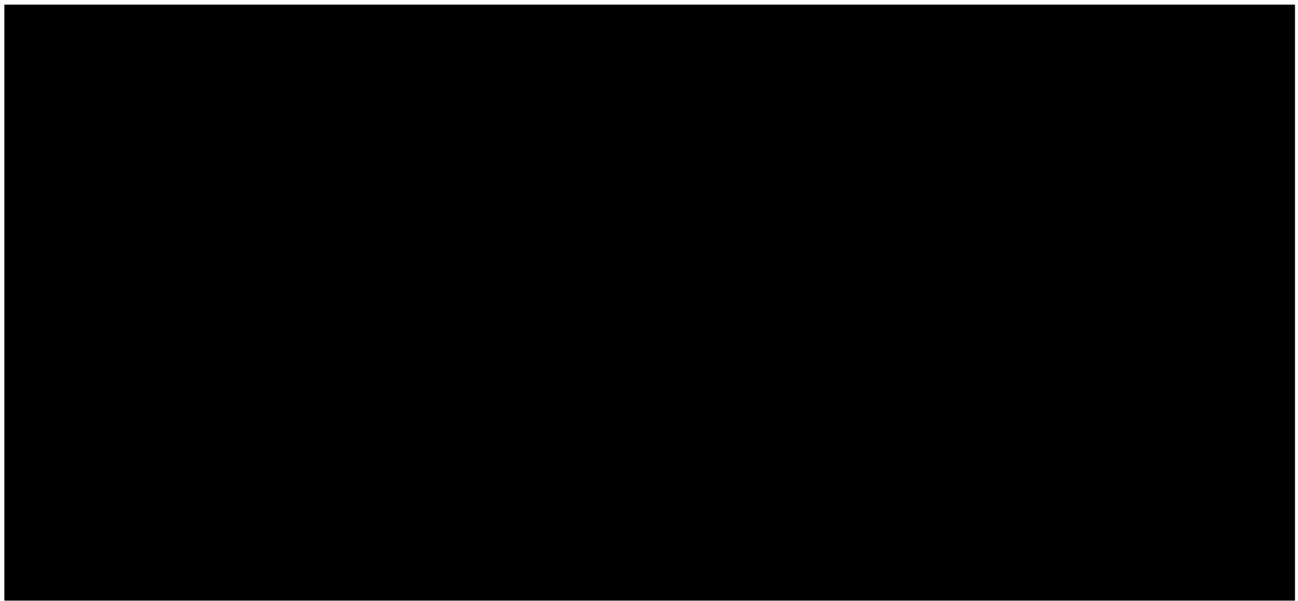
[REDACTED]

[REDACTED] standard or holidays. As necessary, the escalation path flows directly to the TSCTI Executive Vice President responsible for all MSP programs.

The MSP

[REDACTED]

TSCTI also provides State sponsors with access to our collaboration portal, which includes communications & status changes, user & training guides, updated documents, and timeline of events as well as the State



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] to the software, we have defined separate escalation paths for the State users and for subcontractors. This is due to the nature of the business model. For issues related to a requisition or to the performance of the individual contract resource, the State hiring manager normally contacts his/her designated PMO via [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#	AGENT	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			
I	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			





- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] meetings and are presented during our Client Business Reviews (CBRs).

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



The table below depicts our standard SLA and we can discuss the same with the State and modify it as required.

Category	Sub-category	Item	Description	Value	Unit
Agriculture	Crops	Wheat	1000 tons	1000	tons
		Rice	500 tons	500	tons
		Corn	200 tons	200	tons
		Soybeans	150 tons	150	tons
		Other crops	150 tons	150	tons
Livestock	Cattle	100 head	100	head	
		Pigs	50 head	50	head
		Sheep	20 head	20	head
		Goats	10 head	10	head
		Other livestock	10 head	10	head
Forestry	Timber	1000 m³	1000	m³	
		1000 m³	1000	m³	
		1000 m³	1000	m³	
		1000 m³	1000	m³	
		1000 m³	1000	m³	
Fishing	Fish	1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
Manufacturing	Textiles	1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
Services	Transport	1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
		1000 tons	1000	tons	
Total	Grand Total	10000 tons	10000	tons	
		10000 tons	10000	tons	
		10000 tons	10000	tons	
		10000 tons	10000	tons	
		10000 tons	10000	tons	

in the work queue of all



subcontractor suppliers whose profile and tier matches the requisition. In addition, the VMS system will

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] transition we can discuss whether to count the position filled (1)

[REDACTED]

[REDACTED]

[REDACTED] placements; it measures throughput of resumes against requirements.

or Network –

[REDACTED]

[REDACTED]

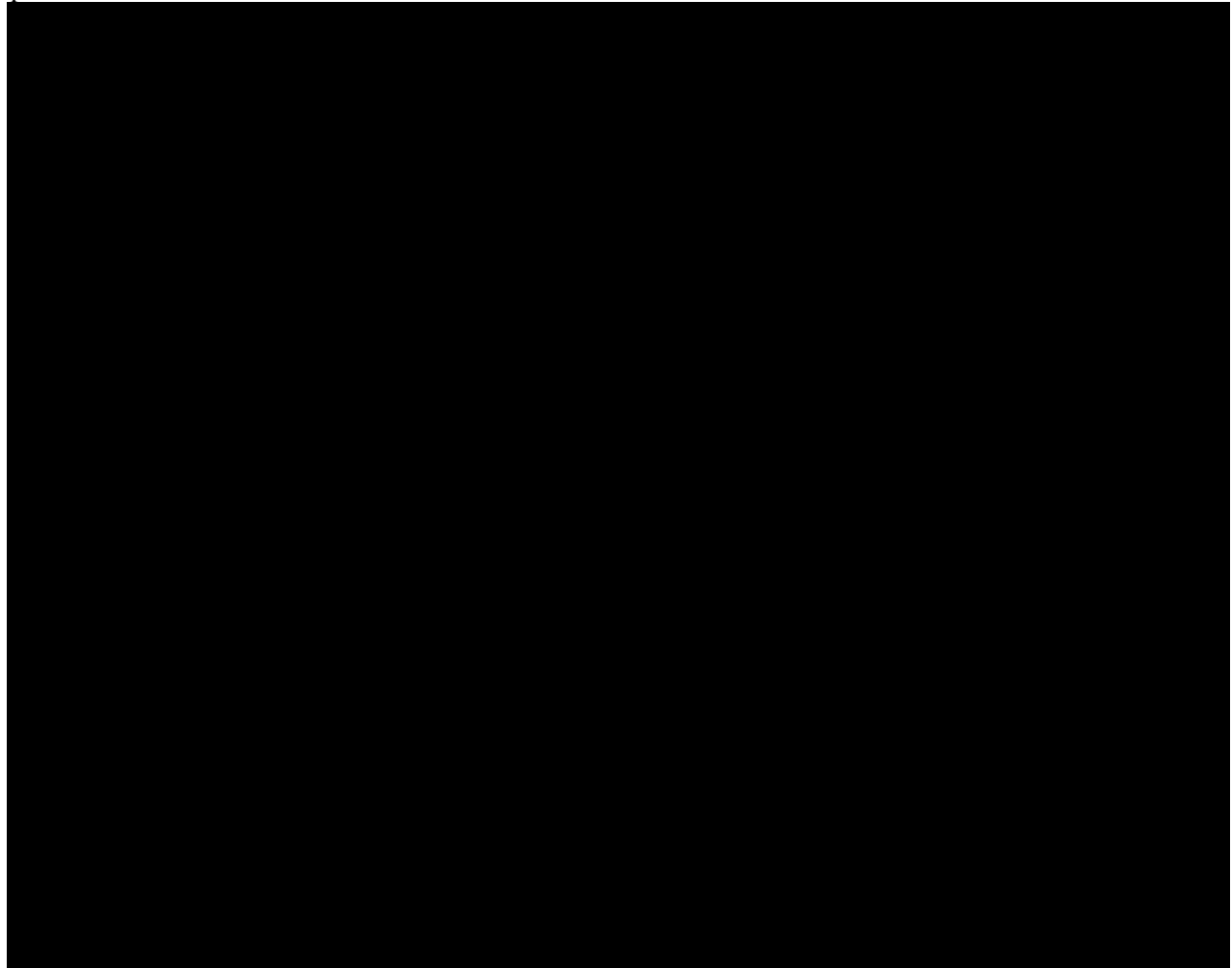
g) What service guarantees will your company offer Customers?

ADMINISTRATION

- a) Describe your company's normal order processing procedures from point of customer contact through delivery and billing. Additionally, please provide the following:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] of the ongoing process of assignment and careful selection of the contingent staff best suited [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The following images illustrate the specific process workflows for requisition management and resource procurement.



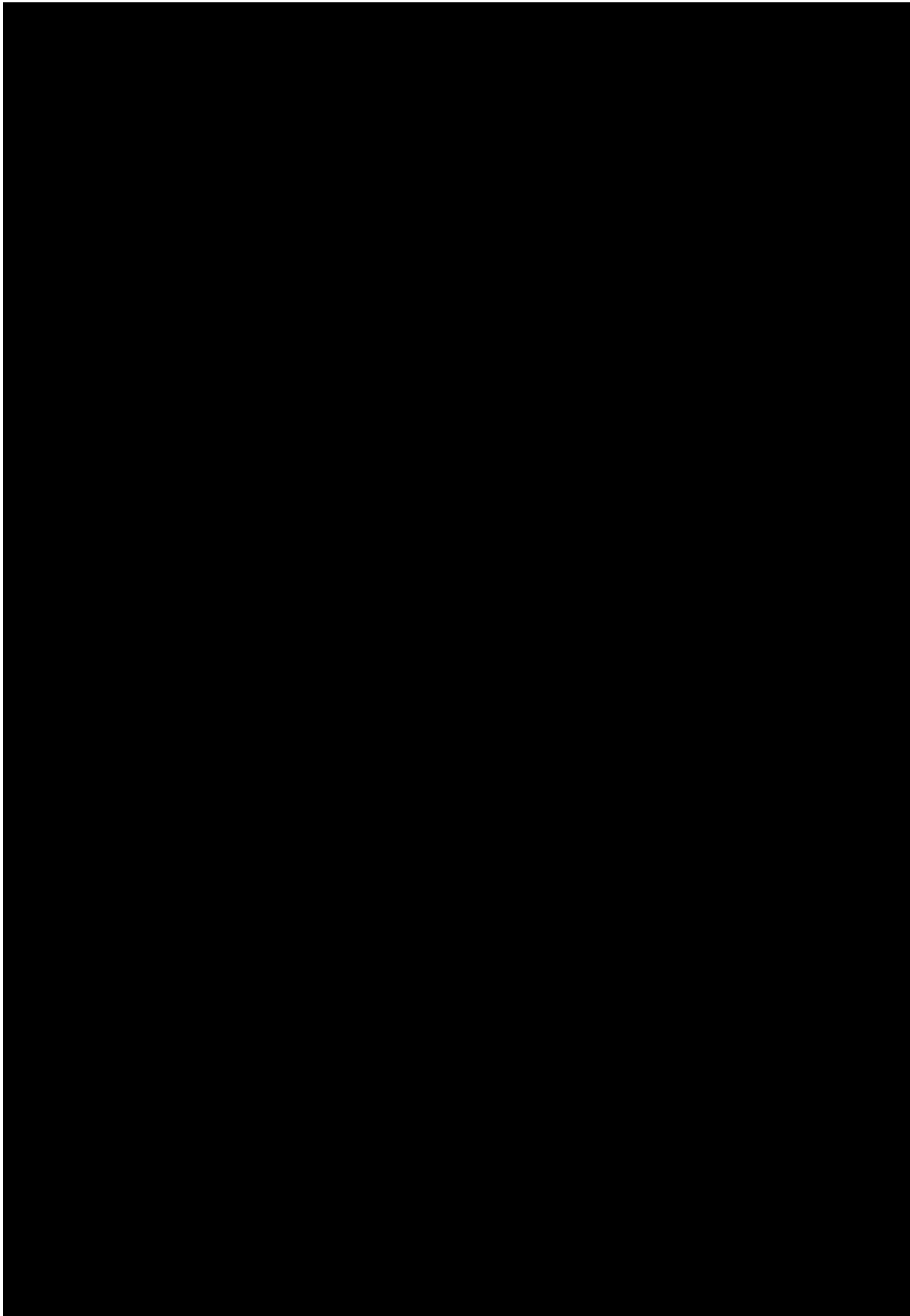
A summary of the State manager-by-manager, requisition-by-[REDACTED]
[REDACTED] is as follows:





- [illegible]

The following images illustrate the specific process workflows for resource onboarding and time entry processes.







and overall organizational and contract efficiencies. The table below depicts the list of some prestigious clients where we have implemented ERP system to be used by different ordering agencies.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

- c) Describe the capacity of your company to meet the reporting requirements outlined in Section 23, Reporting Requirements, of the SOW, including but not limited to, how your company will report quarterly sales under the Contract by Job Title and Customer on a Statewide scale.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] reports.

We provide a reporting mechanism to track compliance with the contract SLA. The SLA scorecard will be made electronically available on a [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] to submit quarterly reports to the Department's Contract [REDACTED]
[REDACTED] Quarterly reports will be configured to meet the unique needs by Department. TSCTI will also provide, at Department's request, interface(s) to State systems for transference of requested reports and reporting data.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[illegible]





[REDACTED]

[REDACTED] quality control, resource management, monitoring, financial performance monitoring, and coordination of tasks.

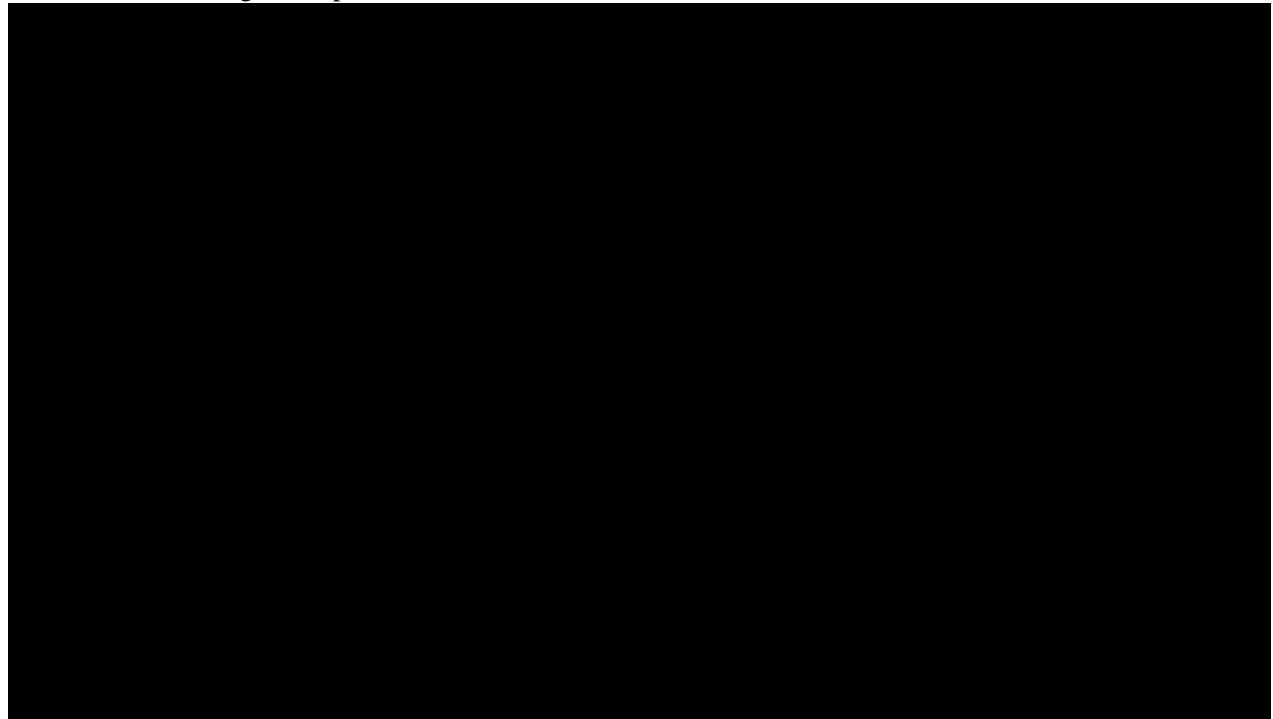
TSCTI's [REDACTED]

[REDACTED]

[REDACTED] any issues that may arise in the future and diffuse them beforehand. In [REDACTED]

[REDACTED]

[REDACTED] The figure below defines our subcontractor management process.



ACRONYMS & ABBREVIATIONS

Acronym	Abbreviation
ANSI	American National Standards Institute
ASAP	As Soon As Possible
BAFO	Best and Final Offer
CBR	Client Business Reviews
CMMI	Capability Maturity Model Integration
CSV	Comma-Separated Values
FL	Florida
FTE	Full Time Employee
HR	Human Resource
HTML	Hypertext Markup Language
ISO	International Organization for Standardization
ITIL	Information Technology Infrastructure Library
MSP	Managed Service Provide
NJ	New Jersey
NTE	Not to Exceed
OSHA	Occupational Safety and Health Administration
OTP	Organizational Training Plan
PDF	Portable Document Format
PMBok	Project Management Book of Knowledge
PMI	Project Management Institute
PMO	Program Management Office
PO	Purchase Order
QA	Quality Assurance
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quote
SaaS	Software as a Service
SLA	Service Level Agreement
SME	Semantic Matching Engine
SOW	Statement of Work
TSCTI	22nd Century Technologies, Inc.
VMS	Vendor Management System



22nd Century Technologies, Inc.

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



**The State of Florida
Department of Management Services
Temporary Staffing Services
RFP No. 21-80111600-RFP
PART TWO Experience and Personnel Proposal**

Submitted By:
Sandeep Singh, Account Director
22nd Century Technologies, Inc.
8251 Greensboro Drive, Suite 900,
McLean, VA 22102
Telephone: (800) 517-8408
Email: Proposal@tscti.com

Submitted To:
Gerriod Griffin, Purchasing Analyst
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
(850) 487-1463
Gerriod.Griffin@dms.fl.gov

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6. Provide a list of your company's agreements similar in size and scope (government or non-government; past or present). Include with the list your company's experience serving as the managed service provider.

[REDACTED]

One of the greatest benefits of selecting a proven company like TSCTI is that agencies can leverage our past experience with similar organizations to ensure the assignment is completed successfully. We maintain a formal state and local government practice as one of our industry specialties. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

7. Provide your company's total sales for 2018, 2019, and 2020 in the United States; sales reporting should be segmented into the categories shown below:

COMPANY'S TOTAL SALES IN THE UNITED STATES FOR 2018, 2019, AND 2020			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

8. Provide your company's total sales for 2018, 2019, and 2020 in the State of Florida; sales reporting should be segmented into the categories shown below:

COMPANY'S TOTAL SALES IN THE STATE OF FLORIDA FOR 2018, 2019, AND 2020			
Category	2018 Sales	2019 Sales	2020 Sales

9. Provide your company's sales for 2018, 2019, and 2020 in the State of Florida for the proposed temporary Job Categories (administrative, industrial, and medical); sales reporting should be segmented into the categories shown below:

COMPANY'S SALES IN THE STATE OF FLORIDA FOR 2018, 2019, AND 2020 FOR ADMINISTRATIVE, INDUSTRIAL, AND MEDICAL TEMPORARY STAFFING			
ADMINISTRATIVE			
Category	2018 Sales	2019 Sales	2020 Sales
INDUSTRIAL			
Category	2018 Sales	2019 Sales	2020 Sales
MEDICAL			
Category	2018 Sales	2019 Sales	2020 Sales

10. Identify the key personnel who will lead and support the implementation period of the Contract along with the amount of time to be devoted to implementation.

Key Personnel	Roles and Responsibilities	Duration Involvement
[REDACTED]	<ul style="list-style-type: none"> Will support and provide overall executive oversight of the MSP and VMS implementation. All of TSCTI's divisions involved in the implementation report to him Ensure that all required TSCTI resources are made available to drive the program's success and customer satisfaction 	Full Involvement during implementation and after implementation to provide TCSTI's executive-level leadership and governance
[REDACTED]	<ul style="list-style-type: none"> Responsible for the establishment and ongoing management of the State of FL Program Management Office (PMO) Members of his team will facilitate effective communication between all stakeholder and be actively involved in providing oversight throughout the implementation, participate in all meeting, planning session, and training sessions [REDACTED] 	Full involvement during and after implementation to provide program guidance, oversight, and direction to the PMO team.
[REDACTED]	<ul style="list-style-type: none"> Negotiate appropriate contracts with the participating subcontractor and address all other contracting issues including compliance with recruitment approach, candidate sourcing methods, insurance requirement, and uploading data in Vector VMS 	Full involvement during implementation and steady-state operation
[REDACTED]	<ul style="list-style-type: none"> Manage the initial customization and subsequent software support for Vector VMS as implemented for the State. In this effort, he'll be supported by the Vector VMS development team to assure all implementation activities are completed on time [REDACTED] 	Full involvement during implementation and steady-state operation.
[REDACTED]	<ul style="list-style-type: none"> Responsible for leading the VMS implementation project. [REDACTED] 	Full involvement during implementation and steady-state operation

11. Identify the key personnel who are to be engaged throughout the term of the Contract and their roles within the Respondent's organization.

Key Personnel	Roles and Responsibilities
[REDACTED]	Responsible for all aspects of the MSP Program and supports the management of the Contract, serving as the key escalation point for State of FL's executive stakeholders. Attendance at the Quarterly Business Reviews. [REDACTED]
[REDACTED]	Responsible for local MSP PMO Team activities and relationship management (Stakeholders, Subcontractors, etc.) deliverables, SLAs, and Program expectations. Involved in all aspects of Implementation planning including process mapping and [REDACTED]

	SLA management, requisition management, resume and SOW analysis and interviewing, etc. [REDACTED] [REDACTED] [REDACTED] [REDACTED] commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.
[REDACTED] [REDACTED]	Responsible for MSP program deliverables, SLAs, and program expectations. Works with PMO team to review, analyze, and audit Program processes, SLAs, and reporting. [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] in the program.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED]. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED]. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED] Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED] Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED] Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED] Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.

12. Provide a chart that shows the following:

TSCTI will manage the State of Florida program with a local, experienced, dedicated team of MSP, staffing industry, and skills-based experts, supported by TSCTI's senior leadership. [REDACTED]

[REDACTED]

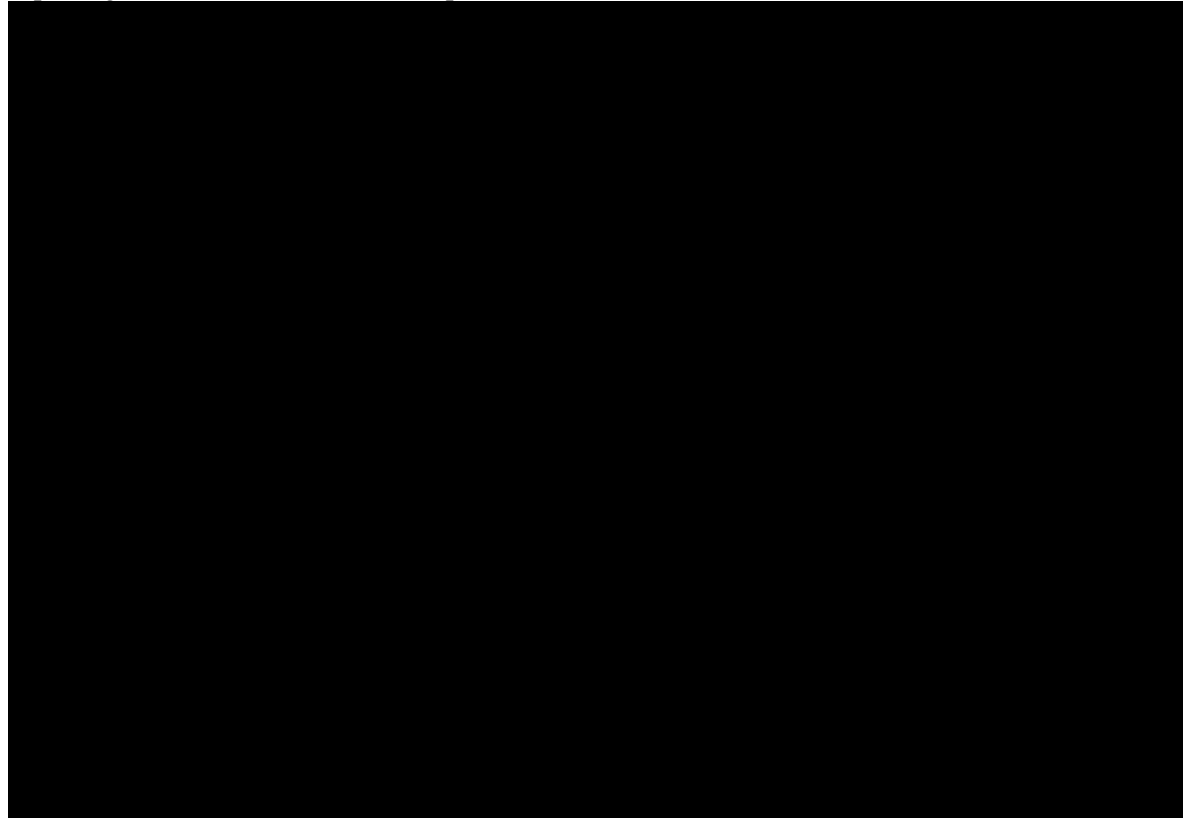
The named implementation manager who will oversee the project [REDACTED]

[REDACTED]

TSCTI will supply the State of Florida with a PMO team who will be responsible for the day-to-day activities related to this [REDACTED]

[REDACTED]

The graphic below shows an organizational chart highlighting the key people and outlining the titles and reporting chain of command we will provide for the State of Florida.



- a. The time commitment of each key personnel staff member that will be devoted to the contract

Key Personnel	Time Commitment
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

b. Each member's role in maintaining and growing the Contract

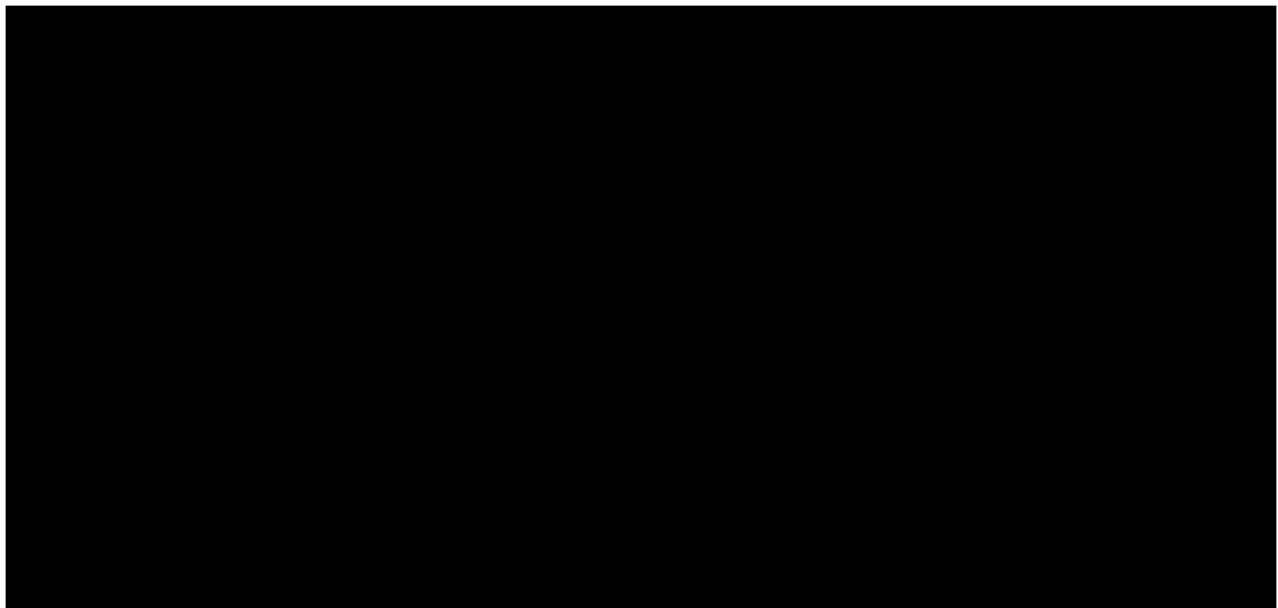
Key Personnel	Roles and Responsibilities
[REDACTED]	Responsible for all aspects of the MSP Program and supports the management of the Contract, serving as the key escalation point for State of FL's executive stakeholders. Attendance at the [REDACTED] [REDACTED] [REDACTED] dispute resolution. Advises the State of performance under the terms and conditions of the Contract.
[REDACTED] [REDACTED]	Responsible for local MSP PMO Team activities and relationship management (Stakeholders, Subcontractors, etc.) deliverables, SLAs, and Program expectations. Involved in all aspects of Implementation planning including process mapping and workflows, and coordination and administration of all [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] direct access to senior leadership and can negotiate terms and conditions for changes/additions in program scope. Has authority to call upon and commit resources necessary to ensure client satisfaction. Facilitates dispute resolution. Advises the State of performance under the terms and conditions of the Contract.
[REDACTED] [REDACTED]	Responsible for MSP program deliverables, SLAs, and program expectations. Works with PMO team to review, analyze, and audit Program processes, [REDACTED] [REDACTED] [REDACTED] e.
[REDACTED] [REDACTED] [REDACTED]	Work with the [REDACTED] [REDACTED] [REDACTED] in the program.
[REDACTED] [REDACTED] [REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] [REDACTED] [REDACTED] Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.

[REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED]. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED]. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED] n. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.
[REDACTED]	Responsible for supporting all aspects of the MSP Program including, but not limited to, [REDACTED]. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network.

c. A timeline of each member's involvement throughout the Contract

MSP Team	Time Commitment throughout the contract
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

13. Provide an organizational chart of your company.



14. Submit the resumes of the below personnel:

- a. The person(s) your company proposes to manage the contract (Contract Manager) and Customer accounts**

Below are resume of some our proposed key personnel who will provide state of FL the required services.

Brief Profile
<p>A competent and experienced staffing professional, having more than 15 years of experience in MSP management with technical proficiency, organizational skills, supervisory skills, leadership, and communication abilities. Holds proficiency in supervising contract teams, assigning tasks, maintaining the relationship with clients and subcontractors, ensuring that contracts are cost-effective. He has been managing [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]. Proactive relationship management and outreach with State responsible for all aspects of project and portfolio management. Proven ability working with key stakeholders in management and implementation of current and emerging MSP program requirements as well as the design and architecture performance matrix for employees and subcontractor network.</p>
Education, Certification & Training
<ul style="list-style-type: none"> [REDACTED]
Relevant Professional Experience
<p>[REDACTED]</p> <p>[REDACTED]</p> <p>During his time in TSCTI, he has been involved in various State and local government contracts. The</p>

portfolio includes clients such as the [REDACTED]
[REDACTED]. Some of his current engagements are as follows:

[REDACTED]
Responsibilities

- Responsible for MSP PMO Team activities and relationship management (Stakeholders, Subcontractors, etc.) deliverables, SLAs, and Program expectations.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] in negotiation decisions involving legal or regulatory requirements, contract standards, and cost targets.
- Maintain deadlines on deliverables and communicate on an ongoing basis with Agencies about contractual issues.
- Assist the PMs and SMEs with weekly and monthly reporting – both internally and externally.
- Proactive tracking of progress and all work in Vector applicant tracking system to ensure metrics are captured and goals are met

[REDACTED]
Responsibilities:

- Delivering the expertise necessary to provide effective focused services for various temporary staffing requirement.
- Involved in all aspects of Implementation planning including process mapping and workflows, and coordination and administration of all State and Federal employment laws and regulations.
- Responsible for all aspects of Program administration including SLA management, requisition management, resume and SOW analysis and interviewing, etc.
- Develops requirements for rate cards, SLAs and reporting. Works with client stakeholders on process and Program improvements and compliance.
- Attendance at the Quarterly Business Reviews. Has direct access to senior leadership and is able to negotiate terms and conditions for changes / additions in program scope.
- Advises the Commonwealth of VA performance under the terms and conditions of the Contract.
- Act as the central point of communication within the PMO team.
- Implement effective performance management processes.
- First line incident management.
- Review the company's current service activities and processes.

[REDACTED]
Responsibilities:

- Developed team capability and ensuring knowledge acquisition plans are in place, utilized existing talents, and skills.
- Carry out subcontractor 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.

[REDACTED]

[REDACTED]

[REDACTED]

Brief Profile

Program Management Officer with hands-on experience in IT/Non-IT profession with having proficient experience in developing and cultivating business relationships with professional associations to build and sustain a pipeline of qualified applicants having strong experience in developing and delivering

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] management, candidate pre-screening, onboarding and off-boarding of resources, proactive relationship management, and outreach with State and supplier subcontractor, subcontractor neutral requisitioning, and ensuring client satisfaction. Oversight of timesheets, invoices, administering payments, subcontractor performance, and auditing of Program and subcontractor network. Extensive knowledge in working on MSP/VMS-driven clients. Excellent communication and interpersonal skills. Ability to quickly analyze complex problems and offer solutions.

Education, Certification & Training

- [REDACTED]

Experience

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- Support program manager as an additional point of contact for client managers and subcontractors
- Ensure integrity of all Data inputted into the VMS system
- Assist the client in workforce planning, skills assessment, succession planning, and training subcontractors to more effectively meet productivity and quality goals.
- Facilitate, manage and assist in resolving all client related issues
- Communicate proactively and regularly with client and subcontractors
- Provide training, as needed, to client managers, subcontractors, and resources
- Screen candidate resumes for required skill sets as provided by the client.
- Conduct resource on-boarding, compliance, and on-site orientation
- Maintained relationship with VMO and hiring managers and assigning requirements to the team members, explaining to them about the job description, screening the resumes submitted by team members, discussing the details with consultants, making final negotiation, follow-ups, etc.
- Coordination with vendors for pricing and solution validation.



- Being the liaison with external staffing agencies and internal partners to ensure all needs are met and challenges/obstacles are resolved quickly. In addition, assist with onboarding new agencies as appropriate.

Brief Profile

Effectively communicates technological ideas with Engineers, customers, and all levels of executive management. Proven track record of completing numerous complex projects on time and within budget. Experienced as MSP PM and opening requisitions through advisement, facilitation of sourcing and screening of candidates, building talent communities by pipelining candidates and/or developing valued relationships with hiring managers and associate suppliers, and ensuring a positive experience for the active candidate being migrated to the 'hired' status and cleared to start. Led multiple teams and subcontractors and ensuring client satisfaction. Proactive relationship management and outreach with State responsible for all aspects of project and portfolio management and enterprise-wide IT operations. Proven ability working with key stakeholders in management and implementation of current and emerging MSP program requirements as well as the design and architecture performance matrix for employees and subcontractor network.

Education, Certification & Training

- Master of Science, Management Information Systems Technology

Relevant Professional Experience

- all day-to-day and strategic operational functions
- Responsible for service MSP client as outlined per contractual agreement, such as contingent workforce staffing management; independent contractor compliance; third party payrolling; statement of work management; worker onboarding and offboarding; co-employment risk mitigation; utilization of reporting and analysis
- Regularly assess the potential for increasing service for assigned client(s), partnering with Sales and Leadership to introduce potential new services to the client
- Maintain a detailed understanding of the client's industry, products, markets, competition, and financial positions; ensure other account team members have suitable levels of knowledge and provide guidance as needed
- Monitor service levels on an ongoing basis via reviews of processes and efficiencies; develop action plans when necessary for course correction

- Manage supplier relationships and strategy by hosting supplier forums; perform analysis and conduct supplier performance meetings via the program scorecard process, and perform rationalization recommendations to align with business needs
- Ensure operational processes leverage systemic/program process offerings for optimal efficiency
- Participate in development and preparation of Internal Account Reviews, Quarterly Business Development Plans and Account Mapping (with support as required), and manage ongoing progress to meet established goals

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Brief Profile

[REDACTED]; planning, assigning, and directing work; coaching and appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Strong experience with oversight for management of service delivery within the Program Management Team. Skilled in management of Billing and Invoicing functions within the Corporate Finance Team. Solid experience with service delivery, effective and ethical operation of MSP accounts, and proficient in assisting in preparing business forecasts and operational performance reports. Strong experience as Program Manager oversees our Staffing Managed Service Program (MSP), by providing strategic direction and progressive leadership in the ongoing management of our MSP program; hiring and managing account staff; maintaining standard operating procedures for accounts.

Education, Certification & Training

- [REDACTED]

Relevant Professional Experience

- Responsible for building a cohesive team of service delivery staff dedicated to the ongoing improvement of business operations.
- Responsible for ensuring MSP program maintains a consistent focus on customer service; provides guidance and support in the retention of profitable business; builds relationships at key accounts.
- Responsible for directing and participating in regular account reviews; providing feedback on strengthening key competencies, improving service delivery; attracting high caliber service staff; containing operating expenses, and managing within budget.
- Participates in quarterly performance reviews for MSP accounts; ensures performance meets agreed service levels; implements any appropriate follow-up actions.
- Supports service delivery personnel in the prompt and effective resolution of legal, financial, H.R., administrative, and safety/workers' compensation issues.
- Intervenes to address service delivery issues before customer relationships are disturbed.
- Responsible for operational analysis and financial performance indicators and monitors trends to ensure service delivery meets agreed levels.
- Manages the recruitment, selection, orientation, development, and retention of high caliber staff.

- Sets performance objectives, provides ongoing training, coaching/counselling and supervision of operations personnel, conducts periodic performance reviews; takes corrective actions as appropriate; manages compensation adjustments.
- Identifies needs for expansion of existing service delivery technology and development of new technology solutions. Participates with corporate resources in defining requirements, designing [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] nities for establishing relationships with complementary business partners in the pursuit of new business. Develops and manages such relationships in the best interests of the company.
- Identifies opportunities for new service offerings and/or extensions of existing service offerings to support the continued expansion of the business.
- Carries out all responsibilities in an honest, ethical, and professional manner

[REDACTED]

[REDACTED]

[REDACTED]

Brief Profile

[REDACTED]

[REDACTED] through advisement, facilitation of sourcing and screening of candidates, building talent communities by pipelining candidates and/or developing valued relationships with hiring managers and associate suppliers, and ensuring a positive experience for the active candidate being migrated to the 'hired' status and cleared to start. Led multiple teams and subcontractors and ensuring client satisfaction. Proven ability working with key stakeholders in management and implementation of current and emerging MSP program requirements as well as the design and architecture performance matrix for employees and [REDACTED]

[REDACTED] & Training

- [REDACTED]
- [REDACTED]

Relevant Professional Experience

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

[REDACTED] for positive and professional relationships with MSP client and facilitate regular meetings/discussions with client hiring managers

- Responsible for as needed collaboration and risk mitigation with demonstrate expertise & understanding of strong management of all day-to-day and strategic operational functions
- Responsible for service MSP client as outlined per contractual agreement, such as contingent [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
- [REDACTED] assess the potential for increasing service for assigned client(s), partnering with Sales and Leadership to introduce potential new services to the client
- Maintain a detailed understanding of the client's industry, products, markets, competition, and financial positions; ensure other account team members have suitable levels of knowledge and provide guidance as needed
- Monitor service levels on an ongoing basis via reviews of processes and efficiencies; develop action plans when necessary for course correction
- Manage supplier relationships and strategy by hosting supplier forums; perform analysis and conduct supplier performance meetings via the program scorecard process, and perform rationalization recommendations to align with business needs.
- Set up client meetings. Done business development activities on the pipeline at various stages of the business cycle.
- Coordination with vendors for pricing and solution validation.
- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] rates and other terms and conditions of employment with candidates/suppliers and gain commitment from candidates for current job requirements.
- Ensure operational processes leverage systemic/program process offerings for optimal efficiency
- Participate in the development and preparation of Internal Account Reviews, Quarterly Business Development Plans, and Account Mapping (with support as required) and manage ongoing progress to meet established goals.

Prior Experience

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Brief Profile

[REDACTED] as an authorized point of contact with the MSP client and for all requirements of the Contracts. Collaborating with other department leaders to define, prioritize, and develop projects. Expert in planning project management, including setting deadlines, prioritizing tasks, and assigning team members to various deliverables, analyzing financial data, including project budgets, risks, and resource allocation. Solid [REDACTED]
[REDACTED]
[REDACTED]. Expert in continuously evaluating projects to ensure they are meeting company standards, adhering to budgets, and meeting deadlines and accurately

documenting the project's creation, development, and execution as well as documenting the project's scope, budget, and justification.

Education, Certification & Training

- Associates in Science for Human Services

Relevant Professional Experience

- [REDACTED]
- [REDACTED]
- [REDACTED] :
- Responsible for providing administrative, supervisory, and technical direction to MSP project and assigned personnel
 - Responsible for monitoring work performance for accuracy, timeliness, efficiency, and adherence to [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED] on contractual adherence, service delivery, and quality
 - Point of contact for escalations from the project team, customer, and stakeholders
 - Expanding the reach and implementation of the project to other government entities
 - Building relationships with current clients and ensuring utilization of and satisfaction with the service
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - Present monthly quality, delivery, and performance status and associated risks to senior management
 - Engage with corporate functions, personnel, and initiatives to ensure project compliance and employee engagement
 - Identify and mature business development opportunities
 - [REDACTED]

Prior Experience

Client	Position	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

b. Each person that will be dedicated full time

TSCTI has provided resumes of proposed Key personnel proposes to manage the contract in the earlier section of the response. Here we are providing resumes rest of the personnel assigned full-time during the implementation period and the rest of the contract duration.

[REDACTED]ger
Brief Profile



to identify and recruit additional subcontractors as required to support the various need of the State and conduct regular business review sessions with the subcontractors included in the program

Education, Certification & Training

- [REDACTED]
- [REDACTED]
- [REDACTED]

Relevant Professional Experience

[REDACTED]

Responsibilities:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] Assistance Agreements and Manufacturing License Agreements
- Training, coaching, and development of team members as necessary
- Working with the management team to set standards and measure team member performance against these standards PD goal setting and measurement
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] execution
- Thorough knowledge of subcontract formulation, Supply Chain practices, and pre/post-award subcontract administration
- Management of key interpersonal relationships
- Develop and maintain strong business relationships with internal and external subcontractors
- Develop/exercise control systems and reports that accurately measure progress and identify potential problems in sufficient time for corrective action to be taken, and ensure the meeting of contract commitments
- Develop and execute recovery plans for negative variances (cost, schedule, performance) arising from program execution
- Manage administrative tasks including the coordination and support of milestone payment, performance-based payment, invoice review, and ongoing communication with the subcontractors and program teams

Prior Experience

Client	Position	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Brief Profile

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] best deliver "their business" training. He is an expert in conducting post-implementation reviews to ensure system optimization and customer satisfaction. He possesses an in-depth [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education, Certification & Training

- [REDACTED]
[REDACTED]
[REDACTED]

Relevant Professional Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] reviewing project deliverables to confirm the completeness, quality, and compliance with established project standards. Some of his relevant client engagements are as follows:

[REDACTED]
[REDACTED]
[REDACTED] resource retention, and gaining greater command and control through a centralized database and reporting system. Jagan acted as a Vector VMS SME, performing the following

Responsibilities:

- Plan and coordinate all implementation tasks, including oversight of all New VMS training activities.
- Project managing implementations to ensure that they are delivered on time and to clients' requirements.
- Gaining a sound understanding and knowledge of the State's requirements and capabilities.
- Provide onsite, face-to-face, group & online training to various agencies throughout the State.
- Design and conduct knowledge transfer sessions on-site and through webinars.
- Educate State users on VMS functionality as well as on data entry, system administration, and user security/permissions.

- [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] requirements and knowledge of JobDiva application components, capabilities, and limitations.
- Support the City's efforts in developing a solution roadmap to support City's immediate and long-term staffing objectives.
 - Provide active support and engagement in CoE development, and knowledge transfer activities.
 - Provide JobDiva SME support for business development activities.
- [REDACTED]

business functions to define and understand requirements for new business processes and policies.

Responsibilities

- Build and maintain a comprehensive understanding of the original and elaborated ATS requirements throughout the life of the project.
- Coordinate discussions of stakeholder and end-user needs and expectations.
- Perform consultation/analysis of client business model to identify and document client requirements regarding ATS and functionality.
- Review project deliverables to confirm the completeness, quality, and compliance with established project standards.
- Participate in planning sessions to review and confirm business requirements
- Review and confirm the accuracy and completeness of functional requirements throughout design and configuration.
- Act as liaison between the client and TSCTI's technical staff including conveying technical information so that non-technical individuals can understand.

Responsibilities

- Consult with client users to identify the proper data mapping process for the conversion. Provide instruction to clients on proofing and analyzing data conversions.
- [REDACTED]
- [REDACTED]
- [REDACTED] date on administrative tasks such as documenting client issues, communicating agendas, submitting trip reports, timesheets, and weekly expense reports, and updating systems-related client activity.
- Assist QA staff with product testing or modification testing as required.

Prior Experience

Client	Position	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Brief Profile

[REDACTED] 'super user' and administrator of the VMS to identify best practices, assess functionality and system requirements, recommend process improvements and provide analytics to key stakeholders. He will contribute to the development and implementation of Vector VMS along with core HR processes and programs to support the State's strategic objectives. He thinks creatively with a focus

Education, Certification & Training

- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED] future state.
- Track subcontractor data for registration purposes. Participated in subcontractor education meetings for the VMS tool.
 - Envision, create, and executed detailed Project Plans and accountable for task management of project progress
 - Maintain implementation data and oversee data load for strict client Go Live deadlines
 - Delegate and monitor internal and external task
 - Ensure contractual scope of work and reporting for the client was delivered.
 - Review processes and provided efficiency recommendations for all aspects of the program
 - Manage, oversee and monitor new and current client implementations
 - Configure VMS technology to Client specific needs and requirements
 - Understanding of contract terms to ensure compliance during implementation and program hand-off
 - Coordinate the creation of web pages for both clients and suppliers which contain program-specific documents and processes

c. Key executive personnel that will be supporting the Contract.

Brief Profile

[REDACTED] legal, financial, operational) issues and motivating staff to peak performance. Additional areas of expertise include:

- Strategy, Vision & Mission Planning
- Sales & Marketing Leadership
- Profitability & Cost Analysis
- Programs, Services & Products
- Billing, Collections & Cash Management
- Contract Negotiations & Strategic Alliances
- Managed Service Provider
- Finance, Budgeting & Cost Management
- Public Relations & Media Affairs
- Policy & Procedure Development
- Government Regulations & Relations
- Human Resources Management
- Team Building & Performance Improvement
- Vendor Management Systems

Education, Certification & Training

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Relevant Professional Experience

- [REDACTED]
- [REDACTED]
- [REDACTED]
- Creates an environment and culture that focuses on fulfilling the company's mission, vision, and values.
- Operational management of all business departments.
- [REDACTED]
- [REDACTED]
- [REDACTED] our quality talent; and leads and mentors staff, engaging and empowering them to be successful in serving customers.
- Oversees financial performance and risk profile while ensuring that all regulatory obligations are met; manages the design and implementation of new products and services; and oversees brand development and the implementation of effective marketing strategies.
- Represents company at important business functions, community events, industry training and events, and networking opportunities.
- Ensures quality metrics are achieved through sound business processes following regulatory agency guidelines.
- Focuses on consensus-building efforts and strategic planning.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] the areas of staffing, supplies, purchased services, etc.
- Communicates circumstances and events of operations to officers, managers, and other appropriate people to keep all apprised.

- Effectively manages contract negotiations and statutory compliance.
- Updates job knowledge by remaining aware of new regulations, participating in educational opportunities, reading professional publications, maintaining personal networks, and participating in professional organizations.
- Assist with strengthening existing client relationships by participating in sales meetings and working on proposals.
- Determining and making a case for the best way to enter priority service offering segments: M&A, build, blended approach
- Perform financial modeling and work with tax and legal professionals in the structuring of transactions and analyzing contracts and agreements
- Evaluates the business operations and develops relevant, cost-saving, control, and process improvement ideas to assist the organization in meeting its goals
- Responsible for budgeting, revenue, and profit tracking for Technical Services
- Consults with customers on changing industry trends/projections/budget planning/etc

Temporary Staffing Services
RFP No. 21-80111600-RFP
Attachment C
Cost Proposal

Respondent's Name:	22nd Century Technologies, Inc.
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Occupational Code	Job Category	Job Title	2019 Hourly Wage (DEO), Entry	2019 Hourly Wage (DEO), Experienced	INITIAL TERM					RENEWAL TERM				
					Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced
LEVEL ONE (REQUIRED) JOB TITLES														
11-3010	Administrative	Administrative Services and Facilities Managers	\$ 25.23	\$ 54.26										
11-3121	Administrative	Human Resources Managers	\$ 29.41	\$ 62.84										
11-3131	Administrative	Training and Development Managers	\$ 28.52	\$ 57.18										
13-1031	Administrative	Claims Adjusters, Examiners, and Investigators	\$ 19.22	\$ 35.92										
13-1041	Administrative	Compliance Officers	\$ 17.34	\$ 38.14										
13-1071	Administrative	Human Resources Specialists	\$ 17.86	\$ 33.53										
13-1075	Administrative	Labor Relations Specialists	\$ 11.81	\$ 39.27										
13-1141	Administrative	Compensation, Benefits, and Job Analysis Specialists	\$ 17.35	\$ 30.56										
13-1151	Administrative	Training and Development Specialists	\$ 14.76	\$ 34.18										
13-1161	Administrative	Market Research Analysts and Marketing Specialists	\$ 15.96	\$ 36.52										
13-2011	Administrative	Accountants and Auditors	\$ 20.97	\$ 41.89										
13-2020	Administrative	Property Appraisers and Assessors	\$ 13.78	\$ 32.80										
13-2031	Administrative	Budget Analysts	\$ 23.60	\$ 41.04										
13-2098	Administrative	Financial and Investment Analysts, Financial Risk Specialists, and Financial Specialists, All Other	\$ 19.77	\$ 43.12										
15-1245	Administrative	Database Administrators and Architects	\$ 25.68	\$ 52.31										
15-1299	Administrative	Computer Occupations, All Other	\$ 17.86	\$ 45.33										
21-1015	Administrative	Rehabilitation Counselors	\$ 12.02	\$ 20.41										
21-1019	Administrative	Counselors, All Other	\$ 12.20	\$ 20.14										

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					Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced
21-1029	Administrative	Social Workers, All Other	\$ 16.26	\$ 29.35										
21-1099	Administrative	Community and Social Service Specialists, All Other	\$ 13.15	\$ 20.97										
23-2011	Administrative	Paralegals and Legal Assistants	\$ 16.32	\$ 28.71										
23-2099	Administrative	Legal Support Workers, All Other	\$ 15.98	\$ 36.29										
25-4013	Administrative	Museum Technicians and Conservators	\$ 13.07	\$ 22.53										
33-1090	Administrative	Miscellaneous First-Line Supervisors, Protective Service Workers	\$ 13.87	\$ 26.83										
43-2011	Administrative	Switchboard Operators, Including Answering Service	\$ 10.52	\$ 15.63										
43-3031	Administrative	Bookkeeping, Accounting, and Auditing Clerks	\$ 13.26	\$ 23.10										
43-3051	Administrative	Payroll and Timekeeping Clerks	\$ 14.91	\$ 24.13										
43-4051	Administrative	Customer Service Representatives	\$ 11.62	\$ 19.15										
43-4071	Administrative	File Clerks	\$ 11.33	\$ 18.43										
43-4121	Administrative	Library Assistants, Clerical	\$ 10.53	\$ 15.83										
43-4161	Administrative	Human Resources Assistants, Except Payroll and Timekeeping	\$ 14.05	\$ 21.46										
43-4171	Administrative	Receptionists and Information Clerks	\$ 10.66	\$ 15.87										
43-4199	Administrative	Information and Record Clerks, All Other	\$ 14.04	\$ 21.76										
43-6011	Administrative	Executive Secretaries and Executive Administrative Assistants	\$ 16.59	\$ 30.17										
43-6012	Administrative	Legal Secretaries and Administrative Assistants	\$ 15.23	\$ 26.12										
43-6014	Administrative	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	\$ 11.87	\$ 20.07										

Temporary Staffing Services
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					Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced
43-9021	Administrative	Data Entry Keyers	\$ 11.61	\$ 17.42										
43-9022	Administrative	Word Processors and Typists	\$ 11.49	\$ 17.87										
43-9061	Administrative	Office Clerks, General	\$ 10.77	\$ 19.38										
43-9199	Administrative	Office and Administrative Support Workers, All Other	\$ 12.51	\$ 22.45										
53-7062	Administrative	Laborers and Freight, Stock, and Material Movers, Hand	\$ 10.35	\$ 16.72										
11-9021	Industrial	Construction Managers	\$ 27.62	\$ 57.47										
33-1011	Industrial	First-Line Supervisors of Correctional Officers	\$ 20.64	\$ 34.68										
37-1012	Industrial	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	\$ 14.83	\$ 27.00										
43-1011	Industrial	First-Line Supervisors of Office and Administrative Support Workers	\$ 16.60	\$ 32.04										
43-2099	Industrial	Communications Equipment Operators, All Other	\$ 10.76	\$ 18.03										
45-1011	Industrial	First-Line Supervisors of Farming, Fishing, and Forestry Workers	\$ 15.71	\$ 31.71										
47-3019	Industrial	Helpers, Construction Trades, All Other	\$ 11.57	\$ 16.85										
47-4011	Industrial	Construction and Building Inspectors	\$ 18.04	\$ 32.66										
49-9071	Industrial	Maintenance and Repair Workers, General	\$ 12.18	\$ 20.58										
53-7065	Industrial	Stockers and Order Fillers	\$ 10.35	\$ 14.87										
LEVEL TWO JOB TITLES														
13-1198	Administrative	Project Management Specialists and Business Operations Specialists, All Other	\$ 16.96	\$ 41.25										
19-1013	Administrative	Soil and Plant Scientists	\$ 16.08	\$ 41.40										
19-1023	Administrative	Zoologists and Wildlife Biologists	\$ 14.15	\$ 26.46										

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Respondent's Name:	22nd Century Technologies, Inc.
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Occupational Code	Job Category	Job Title	2019 Hourly Wage (DEO), Entry	2019 Hourly Wage (DEO), Experienced	INITIAL TERM					RENEWAL TERM				
					Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced
19-1099	Administrative	Life Scientists, All Other	\$ 24.80	\$ 50.77										
19-2021	Administrative	Atmospheric and Space Scientists	\$ 35.93	\$ 52.12										
19-2031	Administrative	Chemists	\$ 18.56	\$ 37.53										
19-2099	Administrative	Physical Scientists, All Other	\$ 20.98	\$ 61.58										
19-3041	Administrative	Sociologists	\$ 19.01	\$ 37.79										
19-4099	Administrative	Life, Physical, and Social Science Technicians, All Other	\$ 14.09	\$ 28.41										
21-1092	Administrative	Probation Officers and Correctional Treatment Specialists	\$ 15.20	\$ 20.32										
23-1022	Administrative	Arbitrators, Mediators, and Conciliators	\$ 15.96	\$ 35.66										
25-1194	Administrative	Career/Technical Education Teachers, Postsecondary	\$ 16.93	\$ 32.95										
25-3011	Administrative	Adult Basic Education, Adult Secondary Education, and English as a Second Language Instructors	\$ 18.37	\$ 27.49										
25-4011	Administrative	Archivists	\$ 12.84	\$ 21.76										
25-4012	Administrative	Curators	\$ 12.56	\$ 28.74										
25-4022	Administrative	Librarians and Media Collections Specialists	\$ 18.00	\$ 31.49										
25-4031	Administrative	Library Technicians	\$ 12.50	\$ 19.85										
25-9099	Administrative	Educational Instruction and Library Workers, All Other	\$ 14.03	\$ 27.03										
27-1024	Administrative	Graphic Designers	\$ 14.76	\$ 28.57										
27-3031	Administrative	Public Relations Specialists	\$ 16.81	\$ 35.39										
27-3091	Administrative	Interpreters and Translators	\$ 12.98	\$ 33.30										

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					Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced	Pay Rate, Entry	Pay Rate, Experienced	Mark-Up Rate	Bill Rate, Entry	Bill Rate, Experienced
27-3099	Administrative	Media and Communication Workers, All Other	\$ 11.11	\$ 26.78										
27-4014	Administrative	Sound Engineering Technicians	\$ 15.05	\$ 32.42										
41-2011	Administrative	Cashiers	\$ 9.24	\$ 12.00										
11-9041	Industrial	Architectural and Engineering Managers	\$ 42.59	\$ 76.78										
17-1011	Industrial	Architects, Except Landscape and Naval	\$ 22.20	\$ 44.82										
17-1012	Industrial	Landscape Architects	\$ 20.68	\$ 39.28										
17-1022	Industrial	Surveyors	\$ 16.47	\$ 35.00										
17-2021	Industrial	Agricultural Engineers	\$ 24.34	\$ 41.64										
17-2041	Industrial	Chemical Engineers	\$ 28.26	\$ 56.49										
17-2051	Industrial	Civil Engineers	\$ 26.86	\$ 52.09										
17-2199	Industrial	Engineers, All Other	\$ 23.85	\$ 50.78										
17-3011	Industrial	Architectural and Civil Drafters	\$ 18.19	\$ 29.95										
17-3022	Industrial	Civil Engineering Technologists and Technicians	\$ 15.75	\$ 28.91										
19-1031	Industrial	Conservation Scientists	\$ 17.23	\$ 40.07										
19-2042	Industrial	Geoscientists, Except Hydrologists and Geographers	\$ 25.99	\$ 49.93										
19-2043	Industrial	Hydrologists	\$ 25.62	\$ 46.82										
19-3091	Industrial	Anthropologists and Archeologists	\$ 16.64	\$ 29.70										
19-4010	Industrial	Agricultural and Food Science Technicians	\$ 13.04	\$ 21.96										

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19-4031	Industrial	Chemical Technicians	\$ 15.33	\$ 27.46										
19-4092	Industrial	Forensic Science Technicians	\$ 17.91	\$ 30.34										
33-1021	Industrial	First-Line Supervisors of Firefighting and Prevention Workers	\$ 24.56	\$ 45.34										
33-2011	Industrial	Firefighters	\$ 15.45	\$ 29.27										
33-3012	Industrial	Correctional Officers and Jailers	\$ 15.66	\$ 23.18										
35-2014	Industrial	Cooks, Restaurant	\$ 10.70	\$ 15.36										
35-2021	Industrial	Food Preparation Workers	\$ 9.73	\$ 13.23										
37-1011	Industrial	First-Line Supervisors of Housekeeping and Janitorial Workers	\$ 12.58	\$ 22.36										
37-2011	Industrial	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	\$ 9.68	\$ 14.32										
37-2012	Industrial	Maids and Housekeeping Cleaners	\$ 9.64	\$ 12.58										
37-3011	Industrial	Landscaping and Groundskeeping Workers	\$ 10.64	\$ 15.66										
37-3013	Industrial	Tree Trimmers and Pruners	\$ 12.71	\$ 19.25										
45-2011	Industrial	Agricultural Inspectors	\$ 10.85	\$ 19.23										
45-2099	Industrial	Agricultural Workers, All Other	\$ 10.05	\$ 14.80										
45-4011	Industrial	Forest and Conservation Workers	\$ 14.12	\$ 18.53										
47-1011	Industrial	First-Line Supervisors of Construction Trades and Extraction Workers	\$ 19.81	\$ 35.23										
47-2061	Industrial	Construction Laborers	\$ 11.66	\$ 17.90										
47-2073	Industrial	Operating Engineers and Other Construction Equipment Operators	\$ 14.76	\$ 23.05										

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47-2081	Industrial	Drywall and Ceiling Tile Installers	\$ 12.19	\$ 20.09										
47-2111	Industrial	Electricians	\$ 15.30	\$ 25.32										
47-2141	Industrial	Painters, Construction and Maintenance	\$ 13.25	\$ 19.65										
47-2151	Industrial	Pipelayers	\$ 14.54	\$ 20.22										
47-2152	Industrial	Plumbers, Pipefitters, and Steamfitters	\$ 15.16	\$ 24.93										
47-2181	Industrial	Roofers	\$ 12.16	\$ 20.70										
47-3011	Industrial	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	\$ 11.12	\$ 15.38										
47-3012	Industrial	Helpers--Carpenters	\$ 10.76	\$ 15.77										
47-3013	Industrial	Helpers--Electricians	\$ 11.70	\$ 16.91										
47-3014	Industrial	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	\$ 10.67	\$ 14.92										
47-3015	Industrial	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	\$ 11.98	\$ 15.62										
47-3016	Industrial	Helpers--Roofers	\$ 12.53	\$ 17.59										
47-4041	Industrial	Hazardous Materials Removal Workers	\$ 13.04	\$ 20.78										
47-4051	Industrial	Highway Maintenance Workers	\$ 12.44	\$ 19.63										
49-1011	Industrial	First-Line Supervisors of Mechanics, Installers, and Repairers	\$ 18.67	\$ 34.89										
49-2022	Industrial	Telecommunications Equipment Installers and Repairers, Except Line Installers	\$ 17.43	\$ 30.39										
49-2094	Industrial	Electrical and Electronics Repairers, Commercial and Industrial Equipment	\$ 18.08	\$ 29.16										
49-2098	Industrial	Security and Fire Alarm Systems Installers	\$ 14.76	\$ 23.92										

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49-3021	Industrial	Automotive Body and Related Repairers	\$ 13.43	\$ 24.35										
49-3023	Industrial	Automotive Service Technicians and Mechanics	\$ 12.05	\$ 24.02										
49-3042	Industrial	Mobile Heavy Equipment Mechanics, Except Engines	\$ 17.06	\$ 26.30										
49-9043	Industrial	Maintenance Workers, Machinery	\$ 11.88	\$ 22.14										
49-9094	Industrial	Locksmiths and Safe Repairers	\$ 12.78	\$ 21.92										
49-9098	Industrial	Helpers--Installation, Maintenance, and Repair Workers	\$ 10.44	\$ 15.95										
51-4121	Industrial	Welders, Cutters, Solderers, and Brazers	\$ 14.33	\$ 22.87										
51-6011	Industrial	Laundry and Dry-Cleaning Workers	\$ 9.51	\$ 12.14										
51-9123	Industrial	Painting, Coating, and Decorating Workers	\$ 10.75	\$ 18.98										
53-3032	Industrial	Heavy and Tractor-Trailer Truck Drivers	\$ 13.47	\$ 24.06										
53-3033	Industrial	Light Truck Drivers	\$ 10.74	\$ 20.84										
53-7011	Industrial	Conveyor Operators and Tenders	\$ 11.79	\$ 17.80										
53-7021	Industrial	Crane and Tower Operators	\$ 18.50	\$ 31.92										
53-7051	Industrial	Industrial Truck and Tractor Operators	\$ 12.89	\$ 20.87										
11-9111	Medical	Medical and Health Services Managers	\$ 27.95	\$ 62.97										
17-2111	Medical	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors	\$ 25.10	\$ 46.90										
19-1041	Medical	Epidemiologists	\$ 15.83	\$ 26.63										
19-1042	Medical	Medical Scientists, Except Epidemiologists	\$ 24.53	\$ 49.36										

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19-2012	Medical	Physicists	\$ 42.56	\$ 79.71										
19-4021	Medical	Biological Technicians	\$ 13.23	\$ 24.56										
19-5011	Medical	Occupational Health and Safety Specialists	\$ 18.92	\$ 38.80										
19-5012	Medical	Occupational Health and Safety Technicians	\$ 12.98	\$ 26.71										
21-1018	Medical	Substance abuse, behavioral disorder, and mental health counselors	\$ 14.01	\$ 25.31										
21-1022	Medical	Healthcare Social Workers	\$ 16.25	\$ 29.88										
21-1023	Medical	Mental Health and Substance Abuse Social Workers	\$ 12.66	\$ 24.75										
21-1091	Medical	Health Education Specialists	\$ 15.17	\$ 35.51										
21-1094	Medical	Community Health Workers	\$ 13.14	\$ 23.54										
29-1021	Medical	Dentists, General	\$ 46.80	\$ 101.81										
29-1029	Medical	Dentists, All Other Specialists	\$ 36.93	\$ 83.38										
29-1051	Medical	Pharmacists	\$ 46.58	\$ 64.35										
29-1071	Medical	Physician Assistants	\$ 34.82	\$ 60.84										
29-1122	Medical	Occupational Therapists	\$ 27.31	\$ 46.60										
29-1124	Medical	Radiation Therapists	\$ 30.00	\$ 45.62										
29-1126	Medical	Respiratory Therapists	\$ 23.55	\$ 30.56										
29-1129	Medical	Therapists, All Other	\$ 17.55	\$ 27.73										
29-1131	Medical	Veterinarians	\$ 27.96	\$ 56.33										

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29-1141	Medical	Registered Nurses	\$ 24.57	\$ 36.47										
29-1151	Medical	Nurse Anesthetists	\$ 57.18	\$ 86.82										
29-1171	Medical	Nurse Practitioners	\$ 34.57	\$ 55.92										
29-1181	Medical	Audiologists	\$ 23.66	\$ 38.41										
29-1292	Medical	Dental Hygienists	\$ 23.62	\$ 35.91										
29-2010	Medical	Clinical Laboratory Technologists and Technicians	\$ 14.76	\$ 30.09										
29-2031	Medical	Cardiovascular Technologists and Technicians	\$ 13.20	\$ 29.70										
29-2051	Medical	Dietetic Technicians	\$ 10.27	\$ 15.50										
29-2052	Medical	Pharmacy Technicians	\$ 12.46	\$ 17.80										
29-2061	Medical	Licensed Practical and Licensed Vocational Nurses	\$ 17.79	\$ 23.97										
29-2098	Medical	Medical Dosimetrists, Medical Records Specialists, and Health Technologists and Technicians, All Other	\$ 13.41	\$ 23.83										
31-1120	Medical	Home Health and Personal Care Aides	\$ 9.98	\$ 12.77										
31-1131	Medical	Nursing Assistants	\$ 10.81	\$ 14.64										
31-1132	Medical	Orderlies	\$ 10.84	\$ 14.50										
31-1133	Medical	Psychiatric Aides	\$ 10.83	\$ 14.21										
31-2011	Medical	Occupational Therapy Assistants	\$ 25.47	\$ 34.65										
31-2012	Medical	Occupational Therapy Aides	\$ 10.26	\$ 26.64										
31-9091	Medical	Dental Assistants	\$ 14.68	\$ 21.31										

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31-9092	Medical	Medical Assistants	\$ 13.12	\$ 17.90										
31-9095	Medical	Pharmacy Aides	\$ 10.86	\$ 16.34										
31-9096	Medical	Veterinary Assistants and Laboratory Animal Caretakers	\$ 10.19	\$ 15.67										
31-9097	Medical	Phlebotomists	\$ 12.93	\$ 17.94										
39-9098	Medical	Crematory Operators and Personal Care and Service Workers, All Other	\$ 9.12	\$ 14.91										
43-6013	Medical	Medical Secretaries and Administrative Assistants	\$ 12.86	\$ 18.64										
51-9081	Medical	Dental Laboratory Technicians	\$ 12.10	\$ 23.74										