



22nd Century Technologies, Inc.

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



CITY OF CORAL GABLES, FL
Temporary Staffing Services for Emergency Operations
INVITATION FOR BIDS
IFB 2022-018

Submission Deadline:
September 19, 2022 at 2:00 PM

Submitted by:

Anne Marie Eaton, 22nd Century Technologies, Inc.

Local office: 1200 South Pine Island Road, Plantation, FL 3332

Tel. No: 888-998-7284 | Fax No. 732-537-0888 | Email: sledproposals@tscti.com

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



Cover Letter

Attn: Finance Department / Procurement Division,
City of Coral Gables

Date: Sep 19, 2022

22nd Century Technologies, Inc. (TSCTI) is thankful for the opportunity and is pleased to respond to the **Invitation for Bids (IFB) No. 2022-018**, released by the **City of Coral Gables ("City")**.

Incorporated in 1997 in New Jersey as an S-Corporation (type of ownership), TSCTI holds its presence in all 50 states across the nation. TSCTI has its 39 regional offices in different states and headquartered in Mclean, VA (over **10,000 staff out of which 1900 are working in State of FL**) including **local office in Jacksonville, Greenacres, Plantation and Melbourne in Florida**.

For this contract, our local account management team will lead and handle the services from our local office:

Principal office from where the main work will be performed	Reddy Bollineni, Account Manager 1200 South Pine Island Road, Plantation, FL 3332 Ph.: 888-998-7284 Fax: (732)-537-0888 Email: sledproposals@tscti.com
Additional Support Corporate Office	8251 Greensboro Drive, Suite 900, McLean, VA 22102

TSCTI is a matured Staffing firm, certified as ISO 9001:2015, with over 25 years of experience providing similar staffing services to various Federal and SLED government agencies. Since inception, TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. We are proud to be recognized as among the **CRN Fast Growth 2021; Forbes – Best Company to Work for, Staffing Industry Analyst (SIA), Business Diversity.com, recognized as top 100 New Jersey Companies, and Rank 3rd in NJ fast 50, 13-Time Inc. 5000 Honouree, Tapfin – Elite Partner, Largest Staffing firms in the US by SIA 2020 and 2021, Largest Diversity firms in the US 2021**.

Primary Business Experience: With D&B open rating score of 93, we have been successfully serving customer with high level of customer satisfaction. We are currently holding 345+ contracts for providing similar Staffing services exclusively to government agencies. TSCTI is successfully serving clients like State of NJ a single vendor contract and overall, we have placed 3000+ temporary staff, provided 170+ temporary personnel to New York Fire Department. Furthermore, TSCTI has provided staff for entire State of Virginia and placed over 700+ temporary staff. TSCTI has harmonious business relations within the different clients of Florida – **The College of New Jersey, Delaware River Port Authority, Middlesex County, Somerset County, Rowan University, New Jersey Higher Education Student Assistant Authority** are few of the well-established Clients of TSCTI who have been successfully services for the positions including but not limited to: **Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist**.

The TSCTI response addresses all requirements identified in the solicitation and comply with applicable statutes, regulations and policies related to this procurement and all applicable Federal, State, local laws, rules, and regulations. We have limited our response to the specific items for any additional information or clarification is required, please feel free to contact the undersigned. We look forward to a mutually rewarding partnership.

Sincerely

Anne Marie Eaton, Administrator
22nd Century Technologies, Inc.
1200 South Pine Island Road, Plantation, FL 3332
Ph.: 888-998-7284 | Fax: (732)-537-0888 | Email: sledproposals@tscti.com



Tab a - Title Page





Title Page

IFB Number	2022-018
Title	Temporary Staffing Services for Emergency Operations
Name of Firm	22 nd Century Technologies, Inc.
Address	L.O.: 1200 South Pine Island Road, Plantation, FL 3332 H.O.: 8251 Greensboro Drive, McLean, VA 22102
Telephone Number	888-998-7284
Name of Contact Person	Anne Marie Eaton, Administrator
Email Address	sledproposals@tscti.com
Date	Sep., 11, 2022





Tab b -Table of Contents





Table of Contents

Cover Letter	2
Title Page	3
Table of Contents	5
Bidder’s Acknowledgement Form	7
Solicitation Submission Checklist	9
Minimum Qualification Requirements	12
Work Experience with City	22
References	24
Payroll Time Sheets	26
Bid Pricing Form	29
IFB Response Form	31
(i) Contractor’s Affidavit and Schedules A through M	32
(ii) Employer E-Verify Affidavit	50
(iii) Lobbyist Registration Form	51
(iv) Oral Presentation Form	53





Tab c -Bidder's Acknowledgement Form





Bidder's Acknowledgement Form

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601


REVISED BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Temporary Staffing Services for Emergency Operations</p> <hr/> <p>IFB No. 2022-018</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic Bid response must be received prior to 2:00 p.m., on September 19, 2022, via PublicPurchase and a to remain valid for 90 calendar days. Submittals received after the specified date and time will not be accepted.</p> <p>Contact: Yusbel Gonzalez Title: Procurement Specialist Telephone:305-460-5107 Email: ygonzalez@coralgables.com / contracts@coralgables.com</p>
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<p>Bidder Name: 22nd Century Technologies, Inc.</p>	<p>FEIN or SS Number: 22-3502121</p>
<p>Complete Mailing Address: 8251 Greensboro Drive, Suite 900 McLean, VA, 22102</p>	<p>Telephone No. 888-998-7284 Cellular No. 888-998-7284</p>
<p>Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/></p>	<p>Fax No.: 732-537-0888</p>
<p>Bid Bond / Security Bond: <u>Not Applicable</u></p>	<p>Email: sledproposals@tscti.com</p>

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK** ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

Anne Marie Eaton  Administrator Sep 12, 2022
 Authorized Name and Signature Title Date





Tab d - Solicitation Submission Checklist





Solicitation Submission Checklist

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2022-018

COMPANY NAME: (Please Print): 22nd Century Technologies, Inc.
Phone: 888-998-7284 Email: sledproposals@tscti.com

A response package numbered by page must be submitted. Please provide the **PAGE NUMBER** of your solicitation response (**PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE ORIGINAL SOLICITATION**) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE # 3
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. PAGE # 5
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE # 7
- 4) Fill out and submit this Solicitation Submission Checklist. PAGE # 9
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE # 12
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". PAGE # 22 As such the Bidder must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past three (3) years. For each engagement listed, include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address (6) term of engagement (start and end date), (7) type and number of job positions provided to client, (8) client's current number of employees. *Note: Do not include work/services performed for the City of Coral Gables or City employees as references.* PAGE # 24
- 8) Payroll Time Sheets: Describe the Bidder's process for reporting, verification, and approval of temporary personnel's payroll timesheets. 26
- 9) Bid Pricing Form: Complete and submit with bid. PAGE # 29
- 10) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. PAGE # 31
- 11) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # 50
- 12) Complete the Lobbyist Registration Form (Attachment D) PAGE # 51
- 13) Complete the Oral Presentation Form (Attachment D-1) PAGE # 53

Page 7 of 34

IFB 2022-018
Temporary Staffing Services for Emergency Operations



-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU

1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Contract or Professional Services Agreement (*draft*).
2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB and provide **an electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
3. **Prepare and submit your RESPONSE electronically via PublicPurchase**
4. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THESE PAGES MUST BE RETURNED WITH YOUR BID PACKAGE.



Tab e - Minimum Qualification Requirements





Minimum Qualification Requirements

(A) Minimum Qualifications

1. Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the “Scope of Services” for a minimum of three (3) years. Bidder’s experience shall be verified through bidder’s references provided in the bid response. At least one (1) reference, must demonstrate Bidder’s experience in providing temporary staffing services to an employer of 500 or more employees.

TSCTI Response:

22nd Century Technologies, Inc. (TSCTI) was founded in 1997, incorporated in New Jersey with the vision to become a market leader TSCTI has been providing Staffing Services for over the past 25+ years. Our mission is to provide unparalleled services to our clients in all states of US. Along with headquarter in Mclean, VA we have extended our local working offices to 39 regional offices in different states with the intention of providing onsite coordination to our clients.

TSCTI is a matured staffing company certified as ISO 9001:2015 in providing similar Temporary Staffing Services primarily in the categories including but not limited to IT, General Clerical, Light Industrial Labour, Payroll Services and Medical to various Federal, State and local government agencies including County and City clients.

With a Dun & Bradstreet Open Rating score of 93, TSCTI is currently providing similar services in the State of FL and serving over 345+ contracts serving Federal, state, and commercial agencies including more than 45 city clients with staffing services inculcating a high level of customer satisfaction through exceptional quality and dedicated customer commitment.

The College of New Jersey, Delaware River Port Authority, Middlesex County, Somerset County, Rowan University, New Jersey Higher Education Student Assistant Authority are few of the well-established Clients of TSCTI in Florida who have been successfully serviced for the positions including but not limited to: *Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.*



Our Similar Experience:

Name of client organization	South Carolina Department of Mental Health (SCDMH)
Name of the Contract	Temporary Staffing Services
Contract Value	\$4M
Description of the contract:	The South Carolina Department of Mental Health (SCDMH) was seeking services for Temporary Staffing from a vendor to cater to temporary needs of different department. TSCTI was the contractor chosen for the execution of this task. The temporaries provided by TSCTI were according the requisition and requirement received. The position provided by TSCTI similar to this solicitation are to Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.
List of Similar Positions:	Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.

Name of client organization	Colorado Mental Health Institute, CO
Name of the Contract	Temporary Staffing Services
Contract Value	\$3M
Description of the contract:	A three-year contract was provided to TSCTI for serving the institute with Temporary Staffing Services on an as-needed basis for administrative department and janitorial positions. As a sole vendor, TSCTI worked closely with the County Human Resources Department to provide quality temporary staffing in a timely manner. We are also responsible for testing, background screening, and orientation, and provide reports of this contract. Till now, 20+ placements have been made. Some of TSCTI’s placements in Clerk. Administrative assistants, Operators and Receptionists.
List of Similar Positions:	Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.

Name of client organization	Miami-Dade County, FL
Name of the Contract	Temporary Staffing Services
Contract Value	\$4.3M



Description of the contract: TSCTI entered into the contract with Miami – Dade County and supported for 5 years, various Miami-Dade County departments on an as needed when needed basis. Among, the list of qualified vendors, TSCTI worked on requisitions received by County and full filled work assignments by matching personnel with the requested skill sets for the positions including but not limited to Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist. TSCTI is responsible for handling the payroll of the employed staff for County and provide 365*24*7 customer support to the County.
List of Similar Positions: Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.

Name of client organization	University of Central Florida, FL
Name of the Contract	Temporary Staffing Services
Contract Value	\$5 M
Description of the contract: University of Central Florida seeked for qualified vendor who could efficiently fulfil the staffing needs of university for the entire contract period as and when required. TSCTI is playing the role of Master Vendor in this contract for Technical, Non – Technical and Medical staff and Laborer. TSCTI successfully managed to provide the qualified employees for the administrative department covering the positions like Accountant, Administrative assistant, Office clerk. For the medical department of University, registered nurses, practitioners, pharmacists were employed. TSCTI supported the technical department of University with its professionals' service who served the University, performed their tasks sincerely and trained the University staff regarding the software and technology.	
List of Similar Positions: Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.	

Name of client organization	Orange County Public Schools, FL
Name of the Contract	Temporary Staffing Services
Contract Value	\$3 M
Description of the contract: Orange County Public Schools required experienced 3 vendors with minimum of 3 years of experience in providing Temporary Staffing Services. Awarded contractor was required to designate dedicated Manager for contract, with experience in handling such Staffing contracts. Also, the selected contractors should be experienced and skilled staff to work under contract, and should have clear background and history. TSCTI is providing county the services similar to the services required in the RFP with clerical, administrative and janitorial positions. We have been engaged in searching profiles, screening, drug testing, background check and sending for final interviews to County. After orientation and placement of qualified candidates, their daily or weekly reports are supervised for customer support and timesheets are managed for payrolling.	
List of Similar Positions: Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.	

Name of client organization	Department of Transportation, FL
Name of the Contract	Temporary Staffing Services
Contract Value	\$5 M
Description of the contract: The purpose of this RFP was to provide information to responsible offerors in order to solicit competitive proposals to establish a contract and rate negotiations for Temporary Employment Services, in accordance with the policies of department. The offeror was expected to provide qualified staff to department following the principles of Equal Employment Opportunity for all applicants and employees. To promote Equal Opportunities, 27 veterans and 53 candidates belonging to different caste, race, religion but all qualified and screened were employed under the contract with FISD for the official, research and chemical engineering related positions across its 15 out of 64 schools. Under the contract, department was fully supported under our Customer Services even after employee placement to ensure better work relation between department and Employee.	
List of Similar Positions: Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.	

Name of client organization	City of Ocala, FL
Name of the Contract	Temporary Staffing Services
Contract Value	\$2 M
Description of the contract: City required experienced vendors with minimum of 5 years of experience in providing temporary staffing services. Awarded contractor should be experienced in locating local personnel, skilled staff to handle contract, and expert team to screen potential staff for drug and background. TSCTI is providing city temporary staffing services similar to the services required in the RFP with clerical, administrative, labor and technical positions. We have been engaged in searching profiles, screening, drug testing, background check and sending for final interviews to City. Orientation, Onboarding, Payroll Management are the further services being provided to the City by TSCTI.	
List of Similar Positions: Equipment Operator I, Maintenance Worker I, Solid Waste Operator I, Solid Waste Worker, Accountant I, Administrative Assistant, Payroll Clerk, Receptionist.	

Our Experience with large Contracts

Name of client organization	The State of New Jersey (MSP Contract)
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Contract Value	\$249M+
Background: The State of New Jersey (State), a Managed Service Provider (MSP) program services utilizing a Vendor Management System (VMS) for management of temporary staffing services for multiple service categories, such as administrative/ clerical, professional, culinary, medical as well as the employer of record (EOR)/payrolling;	
Description of the contract: The State of New Jersey MSP program contract was implemented in February 2018 with the goals of reducing costs, adding value, enhancing resource quality, improving resource retention, increasing State's Economic Impact (minority, women, and veteran business outreach) and gaining greater command and control through a centralized database and reporting system. The program has been live for 4-years and we have developed a strong and productive working relationship with 100+ State's agencies and departments and delivered continuous process improvement enhancements which have reduced administrative burden, improved communication, provided cost savings and overall organizational and contract efficiencies. A high-level example of TSCTI' MSP program services at the State compared to the services. Following an extensive set of queries and oral presentations for 12 months, the State decided to select TSCTI as its preferred vendor, signing a contract with TSCTI under National Association of State Procurement Officials (NASPO) Value Point cooperative master agreement. TSCTI replaced the existing MSP provider, and through a consultative approach, identified People Fluent VMS as the ideal solution to help State to meet their program goals. The contract team resolved many previous issues by conducting candidate phone and web screening, utilizing a single national provider for background and drug screen to ensure compliance, as well as embracing vendors and providing vendor education and outreach to improve the quality issues the State struggled with. The State had a goal of increasing their level of NJ based vendors. TSCTI conducted outreach, located and transitioned new local vendors into the MSP program, when appropriate. The program began with 76 vendors and has grown to 190 vendors to meet and exceed the State's needs.	

Name of client organization	Department of Management Services, FL
Contract Value	\$240M+
Background: The Florida Department of Management Services (DMS) is the business arm of Florida government with the primary mission to support sister agencies and current and former state employees with workforce- and business-related functions so they can focus on their core missions as defined in law. The Department of Management Services issued the solicitation for MSP contract for a single firm for vendor Management and for the temporary staffing Augmentation Services State Term Contract. The purpose of the Invitation to Bid is to Prequalify Bidders for the future possibility of obtaining work from Customers. Upon Prequalification, Bidders will be eligible to receive Requests for Quotes from Customers to perform assignments on an hourly basis.	
Description of the contract: TSCTI has DMS, FL as one of the large contracts, where we are serving over 100+ state-wide agencies. TSCTI is responsible for the comprehensive management of Staff, all staff placed under the contract are not deemed to be employee of the DMS, FL. As MSP contract TSCTI has placed more than 200+ Culinary staff and General Labour. is responsible for all benefits associated with such employment and TSCTI is responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by state and federal law associated with payment of Staff. TSTCI is managing over 12 staffing vendors and have been actively involved in shortlist candidates provided by the staffing vendors under the contract. The selected vendor is responsible for ensuring that all information temporary staff augmentation services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.	

Name of client organization	Department of Technology, Management and Budget-Procurement, MI
Contract Value	\$36M+
Background: The Michigan Department of Technology, Management, and Budget, formerly Michigan Department of Management and Budget, is a principal department of the government of Michigan responsible for various support functions within the government.	
Description of the contract: This is a Contract issued by the Department of Technology, Management and Budget (DTMB) for state-wide temporary employment services. Temporary Employment Services under the contract includes, clerical, financial, accounting, data analysis, food preparation, janitorial work, <i>substitute teachers</i> and a variety of general maintenance, labor and grounds keeping tasks. TSCTI is responsible for monthly and quarterly usage reports, in the format specified by the State, detailing the Agency usage during the reporting period, along with Quarterly usage reports to calculate any applicable volume rebates due to the State. The award for the solicitation was made to the responsive and responsible bidder offering the best value to the State of Michigan. TSCTI has been under the contract with DTMB, MI since 2016.	

Name of client organization	School District of Palm Beach County, FL
Contract Value	\$4M+



Background: This is a Request for Proposals (RFP) for Temporary Personnel Staffing Services to The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District). The School District is the 10th largest K-12 school district in the US and the 5th largest in Florida with approximately 193,000 students who speak 146 languages and dialects and a total budget of \$2.9 Billion. Our District has 180 schools, with approximately 27,168 employees. We have 312 Career Academies and Choice Programs including a variety of academic and career and technical programs. Our Department of Exceptional Student Education (ESE) assists our teachers in providing appropriate public education for over 37,000 students with special needs, ranging in age from three to twenty-two. Our District supports 28 adult and community education school sites, one full time Adult Education Centre, 13 community satellite locations and one Adult Virtual Education Program. Additionally, the School Food Service Department currently services 34 of the District's Charter Schools.

Description of the contract: The purpose of this RFQ was to solicit proposals from qualified organizations/individuals to provide recruitment, screening and placement services and support to provide resumes/potentials staff for the local jobs to the District for a negotiable Fixed Price contract. Under this contract we are providing temporary staffing services for Professional Services & General Procurement, with 25% Small Business Enterprise Participation mandatory participation. TSCTI under this contract is prime vendors responsible for all contract performance including the subcontractor's performance. TSCTI is looking for majorly local talent and any skilled personnel ready to relocate in the area for local economic welfare. TSCTI has placed over 400+ staff, who has ended projects as per the contract terms. TSCTI has provided over 500+ Culinary Staff under this contract, similar to the MSU's contract.

Reference

TSCTI holds 25+ years of experience in providing the temporary staffing services as described the "Scope of Services". Reference providing temporary staffing services to an employer of 500 or more employees:

Client Name	City of Richmond, VA
Address	2134 W. Laburnum Avenue, 2nd Floor, Richmond, Virginia 23227
Contact Name	Adriene Davis
Contact Telephone Number	Office: (804) 646-5950
Contact email address	Adriene.Davis@RVA.gov
Term of engagement (Start and end date)	Aug. 2020 - Present
Type and number of job positions	Receptionists, Ground Maintenance Worker, Project Managers – 15+
Client's current number of employees	500+

"This Space has been left intentionally."



Certificate of Incorporation

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

22ND CENTURY TECHNOLOGIES, INC.
0100700406

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic For-Profit Corporation was registered by this office on March 24, 1997.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*KULPREET SINGH
220 DAVIDSON AVENUE
SUITE 118
SOMERSET, NJ 08873*



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 14th day of March, 2022

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6129550981

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



TSCTI's General Qualifications

- **25+ Years of Recruitment Expertise:** TSCTI have placed more than 180,000 skilled resources in last 5 years and delivered 25 million+ man-hours on over 345 recruitment services contracts all over the USA.
- **Certifications:** TSCTI has been certified with *International Organization for Standardization (ISO) 9001:2015*, based on PMBoK and ITIL standards.
- **Awards:** TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. We are so happy and proud to be recognized as among the *CRN Fast Growth 2021; Forbes – Best Company to Work for, Staffing Industry Analyst (SIA), Business Diversity.com, recognized as top 100 New Jersey Companies, and Rank 3rd in NJ fast 50, 13-Time Inc. 5000 Honoree, Tapfin – Elite Partner, Largest Staffing firms in the US by SIA 2020 and 2021, Largest Diversity firms in the US 2021*. We are recognized as trusted advisers and innovators who deliver on our clients' largest and most complex projects.

Notable Achievements:

- **MSP Contracts** - Won 3 MSP contracts for State-wide services worth over \$650 million in last 2 Fiscal Years.
- **Growth** - From 40 employees in 2008 to 10,000+ employees in 2021 with \$1.1Billion awarded contract.
- **Government focused** – 130+ Prime contracts with 14 out of 15 Federal Executive agencies including DoD, 298 State & Local contracts with 39 States, 115+ Local agencies, 19 Universities and 37 School Districts.
- **Customer Satisfaction** – D&B Open Rating of 93 and Exceptional to Vert Good Contract Performance Score (CPAR) on most of contracts. Multiple large single award contracts \$100M+ and 1000+ FTEs.
- **Surge Support** – Provided 2,000 resources including nurses, contract tracers and other support staff to several government agencies to support them for the current COVID-19 situation.
- **High Employee Satisfaction** - Recognized among “Best Company to Work for” by Forbes.
- **Growth** - 11-time Inc. Honor Fast Growing Roll award; Top Diversity Owned Business; CRN 100 fast growth.
- **Financially Stable:** TSCTI is a financially stable and growing company. In 2021, we were financially valued at \$345M+. We currently have a credit line of \$10 million and hold deposits of over \$56 million at bank and have the required financial capacity to provide the services.
- **Public Sector Focused company:** Our business model is focused on prime contract with federal, state and local government agencies. Over 90% of our revenue comes from government contract which reflect the stability, integrity, maturity and knowledge of government processes and procedures.
- **Nationwide Presence:** We have a strong presence in all 50 States where we are providing similar professional services to various State, Federal & Commercial clients. We have regional offices in 39 States with the help of which we successfully manage various contracts across the different regions.
- **Strong presence in the State of FL:** TSCTI has been working with the State of FL since 2007. We have local office in FL at 1200 South Pine Island Road, Plantation, FL 3332 which is fully capable of fulfilling the City's needs. Our clients in the State of FL include but not limited to *the College of New Jersey, Delaware River Port Authority, Middlesex County, Somerset County, Rowan University, New Jersey Higher Education Student Assistant Authority*.
- **Local and Dedicated Account Management Team:** TSCTI's local account management approach for handling Staffing services contracts ensures that contract requirements and goals are well supported. For City, we have a dedicated account management team including local dedicated experienced accounts manager to ensure the right delivery of services. In addition, we have a team of 5 customer support personnel in FL. Local Account manager will provide single face to the customer with clear lines of authority; vertical and horizontal coordination and open flow of communication to appropriate levels. Our Account Manager has over 10 combined years of experience managing professional needs of government agencies such as State of North Carolina, State of Virginia, State of Maryland, State of New York, and State of Pennsylvania.
- **Internal Resource Pool:** We have 5.5M+ pre-vetted candidates in our resume database out of which over 30,000 approx. pre-vetted candidates in the State of FL that makes us fully capable of fulfilling the City requirements as and when required.
- **Ability to staff work request / task orders immediately/ Gigantic Resume Database:** We understand the importance of the initiatives taken by the City and we are committed to provide our best resources. TSCTI has excellent resources in its resume database pool for various categories. TSCTI has more than 500,000 highly proficient and experienced Professionals' resumes database of various categories would be required by the City. We keep on updating this database enabling us to meet requirements of client with short-term notice.
- **Recruitment team, Job boards and Turnaround Time:** TSCTI has a total 270+ domain specified recruiters with an advantage of access to all major electronic resume bulletin boards – CareerBuilder, Zip Recruiter, Indeed, Dice, Glassdoor and Monster. We also use social media platforms such as LinkedIn and Facebook. We currently have internal database of 5.5Million+ resumes. In normal scenarios, we provide an average turnaround time of 1 business day per candidate.



- **ISO 9001:2015 compliant recruitment process:** We have an ISO 9001: 2015 compliant recruitment process, which makes us capable to provide requested services. By using this process, we have successfully placed more than 10,000 candidates across US in last 2 years.
- **Proven Program Management Approach:** TSCTI's program management approach to deliver such contracts is based on proven life-cycle methodologies and integrates HCSS, ASA, HIPPA & OSHA compliance criteria. We take a collaborative approach to help our clients in providing recruitment services using our ISO 9001 compliant recruitment process.
- **Background Check Process:** TSCTI has a proven, well-defined and flexible Background Check Policy run by the experienced Employee Care (HR) department.
- **Customer Services:** TSCTI has experienced staff who can provide a high level of customer services whether it is related to consultant, time-sheet, consultant replacement, or any issues, our team has the ability to resolve any issues within 4 - 8 hours depending upon the issues raised by the Client. TSCTI is known for providing top-notch services to all our clients with 100% customer satisfaction this has been proven by receiving a renewal of multiple government contracts.
- **Surge Capability:** TSCTI has the capability to support emergency situations. We can provide vast number of professionals on a short turnaround time.
- **Productivity Tools:** We offer an electronic suite of online tools to increase the efficiency for City in tracking, screening, selection, and retention processes. With these productivity tools, TSCTI and City can gain access to analytics that will provide continuous improvements in quality and efficiency.

Tools for Contract Oversight	Description
Recruitment Management and Tracking System (CONREP)	CONREP to facilitate their entire recruitment, selection, and applicant tracking processes from creating and approving requisitions out in departments through the recruitment process eventually hiring candidates.
JobDiva	An Applicant Tracking System and front-to-back Talent Management software, for modern technology and innovation, and serving TSCTI professionals. A powerful cloud solution, JobDiva combines a CRM, synchronization with all major job boards and the largest resume database to deliver hiring solutions with unmatched precision.
IBM Kenexa, Skill check, and Brainbench	TSCTI use premium screening tools such as IBM Kenexa, Skill check, and Brainbench to screen the candidate's skill by domain-specific skill Assessment tests. In addition, we also possess a question bank where multiple questions are put forward as per the position.
QuickBooks	TSCTI will use accounting system " CONREP " to identify labor hours'/costs charges as either direct or indirect for each work.
Internal HR tool, The Resource Information Portal (TRIP)	Securely manages employee information such as training plans, certifications, active clearance documentation, job description, location, enabling proactive personnel management.

- **TSCTI's Team Strength:** We ensure our commitment to satisfy all client requests by following these principles:
 - Understanding the client 's needs.
 - Meeting all requirements/commitments of customer with intelligent management for recruitment services.
 - Verifying that its professional services meet agreed requirements.
 - Making provisions of quality assessment, testing & training for accepting market challenges.
 - Monitoring, benchmarking and continuously improving its business, products and services, organization and employees' performance.

With this proven ability and distinctive competencies make us fully confident and ideal to take this contract and to fill any job title to perform the quality work on time and within budget to fulfill the vacancy.



(B) Bidder Will:

(1) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.

TSCTI's To Do Business Certificate

State of Florida Department of State

I certify from the records of this office that 22ND CENTURY TECHNOLOGIES, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on June 8, 1999.

The document number of this corporation is F99000002920.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 15, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of March, 2022*



Samuel R. Bee
Secretary of State

Tracking Number: 4975930245CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



(2) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations as outlined in the Bidder's Affidavits Schedules A-M

TSCTI Response

TSCTI acknowledges to meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations as outlined in the Bidder's Affidavits Schedules A-M.

TSCTI has provided Attachment of acknowledged Bidder's Affidavits Schedules A-M from page no. 31 to 54.



Tab f - Work Experience with City





Work Experience with City

List all contracts which the Bidder has performed (past and present) for the City of Coral Gables.

As such the Bidder must list and describe all work performed for Coral Gables and include for each project:

- a. Name of the City Department for which the services are being performed,
- b. Scope/description of work,
- c. Awarded value of the contract/current value
- d. Effective dates and term of the contract
- e. City project manager’s name and phone number,
- f. Statement of whether the Proposer was the prime contractor or subcontractor, and
- g. Results of the project.

TSCTI Response: TSCTI doesn’t hold any prior work experience with City of Coral Gables though we look forward to working with the City. TSCTI is currently catering multiple contracts with the City clients and catering similar services to those requested by the City of Coral Gables. TSCTI’s similar City clients are listed below:

City Clients		
City of Flagstaff, AZ	City of Anaheim, CA	The City of Sunnyvale, CA
The City of Ocala, FL	City of Dearborn, MI	City of Minneapolis, MN
City of Salem, OR	City of Las Vegas, NV	City of Dayton, OH
City of Redmond, WA	City of Houston, TX	City of Portsmouth, VA
City of Tucson, AZ	City of Fort Worth, TX	City of Chesapeake, VA
City of Bellevue, WA	City of Palo Alto, CA	City of Memphis, TN
City of Henderson, NV	Kansas City, MO	City of Mesa, AZ
City of Milwaukee, WI	City of Alexandria, VA	City of Nashville, TN
City of Phoenix, AZ	City of Portland (2), OR	City of Tacoma, WA

TSCTI has been working with the State of Florida since 2007 and has approximately 1900+ temporary employees at various clients in Florida. We have 4 local offices in FL at Jacksonville, Greenacres, Plantation, and Melbourne, that are fully capable of fulfilling the County's needs. TSCTI clients in the State of Florida are listed below:

Florida Clients	
Miami- Dade County, FL	Miami Dade Public Schools, FL
South Florida Workforce Investment Board, FL	Career Source Broward County, FL
Orange County Public Schools, FL	Department of Management Services, FL
Palm Beach County, FL	Florida International University, FL
Jackson Health System, FL	University of Central Florida, FL
The City of Ocala, FL	Department of Military Services, FL
Palm Beach County Schools	The School Board of Broward County, FL
Broward County Sheriff's Office	University of Central Florida, FL
Department of Transportation, FL	DMS, FL (MSP)



Tab g - References





References

Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past three (3) years.

TSCTI Response:

Client Name	Santa Clara Valley Water District, CA
Address	5750 Almaden Expy, San Jose, CA 95118
Contact Name	Peggy Donatelli, Program Administrator
Contact Telephone Number	Tel. (408) 630-2212 Cell. (408) 421-4810
Contact email address	PDonatelli@valleywater.org
Term of engagement (Start and end date)	May 26, 2017 - Present
Type and number of job positions	Office Specialists, Accounting Technicians, Water Waster Inspectors – 20+
Client’s current number of employees	500+

Client Name	City of Richmond, VA
Address	2134 W. Laburnum Avenue, 2nd Floor, Richmond, Virginia 23227
Contact Name	Adriene Davis
Contact Telephone Number	Office: (804) 646-5950
Contact email address	Adriene.Davis@RVA.gov
Term of engagement (Start and end date)	Aug. 2020 - Present
Type and number of job positions	Receptionists, Ground Maintenance Worker, Project Managers – 15+
Client’s current number of employees	500+

Client Name	Polk County, FL
Address	Bartow, FL 33831-9005
Contact Name	R. Troy Hogue
Contact Telephone Number	Office (863) 534-6035 Cell (863) 344-2704
Contact email address	troyhogue@polk-county.net
Term of engagement (Start and end date)	Jul 8, 2019 - May 31, 2022.
Type and number of job positions	Officials, Clerical, Janitors, Labourers, Technicians, Receptionist, Operations Specialists, Maintenance Labourers – 110+
Client’s current number of employees	500+



Tab h - Payroll Time Sheets





Payroll Time Sheets

Describe the Bidder’s process for reporting, verification, and approval of temporary personnel’s payroll timesheets.

TSCTI Response:

TSCTI utilizes CONREP for Employee Timesheet and Expense Report. It is a web-based software application that satisfies the need for accurately tracking online Timesheet and Expense of both internal and client-based projects. It records all the billable hours on a daily basis.

<i>Reporting</i>	Hours worked are documented by each wage employee by clocking in and out of the electronic timekeeping system or by entering the total number of hours worked in the electronic time sheet. This tool allows employees to log time spent on specific projects for customers. It supports organizations that record time on a weekly, bi-weekly, semi-monthly, or monthly basis. An easy to use interface, of the time entry screen records the time for the whole reporting period.
<i>Generating Timesheets</i>	TSCTI has a standardized Defence Contract Audit Agency (DCAA) approved invoicing approach and methodology for both fixed price projects and time and materials-based projects. We use CONREP for Timesheet (as screen shot provided below).
<i>Verification</i>	Hours worked should be documented by each wage employee by clocking in and out of the electronic timekeeping system or by entering the total number of hours worked in the electronic time sheet. Employees should verify the hours are correct each work week by viewing the hours recorded in the system for the period. Employees can review hours worked at any time using a terminal or web clock. CONREP is a secure web portal used to track temporary staff working hours and any Paid Time Off (PTO) that an employee has utilized during the employment. It records all the billable hours on a daily basis. Timesheets are submitted every Friday at the end of the shift in order to be approved by the city’s Supervisor/Manager. Timesheet deadline is every Friday on CONREP and should be approved by Monday, by the respective supervisor assigned.
<i>Approval</i>	All TSCTI employees are required to submit their timesheets for manager’s approval every week so it can be approved in timely manner. If candidate is working on weekends, then candidate has to make sure that the timesheet is submitted by Sunday of that week. TSCTI follows a Bi-Weekly payroll process, however, can be customized as per the client. To avoid any delay in payroll processing, timesheets are updated daily.
<i>Time-Tracking</i>	The timesheet information is automatically imported into the “QuickBooks” premier accounting system. Hours worked includes all time an employee is required to be on duty or on City’s premises. And all time during which the employee worked or is permitted to work for City.
<i>Reports approval and Invoices</i>	Reports are auto-generated for tracked time. At the end of the pay period, the supervisor must review and electronically approve all hours recorded for each employee for the pay period in order for the hours to be loaded into the payroll system for payment. Invoices are generated as per the pre-determined prices and number of working hours of candidate. The final invoices are signed by authorized signatory and then sent to clients.




Tab i - Bid Pricing Form





Bid Pricing Form

REVISED BID PRICING SHEET				
SOLICITATION # IFB 2022-018 TEMPORARY STAFFING SERVICES FOR EMERGENCY OPERATIONS				
SOLICITATION CLOSING DATE: SEPTEMBER 19, 2022				
This solicitation will be awarded to the three (3) lowest responsive, responsible bidders, on a group-by-group basis. Bidders may bid on one or more groups. However, failure to bid on all items in a group may render your bid as non-responsive. The lowest priced bidder for each group shall be deemed the Primary vendor and shall be the first contacted to fill the requested positions. In the event the primary vendor is unable to fill the requested position, the Secondary vendor will serve as a back-up to the primary and fill the position. In the event the secondary vendor is unable to fill the requested position, the Tertiary vendor will serve as a back-up to the secondary and fill the position.				
VENDOR: <u>22nd Century Technologies, Inc.</u>			FEIN: <u>22-3502121</u>	
GROUP 1 - LABOR POSITIONS				
Position Number	Position Description	Estimated Hours	Hourly Rate Billed ¹ (To the City)	Extended Amount (Estimated Hours x Hourly Rate Billed)
1	Equipment Operator I	480	\$ 26.00	\$ 12,480.00
2	Maintenance Worker I	480	\$ 23.40	\$ 11,232.00
3	Solid Waste Operator I	480	\$ 23.40	\$ 11,232.00
4	Solid Waste Worker	480	\$ 19.50	\$ 9,360.00
TOTAL BID AMOUNT FOR GROUP 1				\$ 44,304.00
GROUP 2 - PROFESSIONAL / CLERICAL POSITIONS				
Position Number	Position Description	Estimated Hours	Hourly Rate Billed ¹ (To the City)	Extended Amount (Estimated Hours x Hourly Rate Billed)
1	Accountant I	480	\$ 29.90	\$ 14,352.00
2	Administrative Assistant	160	\$ 20.80	\$ 3,328.00
3	Payroll Clerk	160	\$ 26.00	\$ 4,160.00
4	Receptionist	160	\$ 19.50	\$ 3,120.00
TOTAL BID AMOUNT FOR GROUP 2				\$ 24,960.00
<small>¹Per IFB Section 4, paragraph 4.28 A., the wage rate paid to all classifications of employees of the Successful Bidder hired under this contract shall not be less than the current prevailing wage rates at time of service for similar classification of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor.</small>				
<small>NOTE: Pricing shall include, but not be limited to, full compensation for labor, supervision, personnel, materials, any and all tools and equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Prices shall remain fixed and firm for the term of the contract, including renewal options.</small>				
Authorized Signature: <u></u> Print/Type Name: <u>Anne Marie Eaton</u> E-mail: <u>sledproposals@tscti.com</u> Address: <u>8251 Greensboro Drive, Suite 900</u>			Title: <u>Administrator</u> Phone: <u>888-998-7284</u> Fax: <u>732-537-0888</u> City: <u>McLean</u> State: <u>VA</u>	
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS BID PRICE FORM WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE BIDDER NON-RESPONSIVE.				



Tab j - IFB Response Form





IFB Response Form

(i) Contractor's Affidavit and Schedules A through M.

RESPONDENT'S AFFIDAVIT


SOLICITATION: IFB 2022-018 Temporary Staffing Services for Emergency Operations

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through M shall be relied upon by Owner awarding the contract and such information is warranted by Respondent to be true and correct. The discovery of any omission or misstatements that materially affects the Respondent's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the respondent that has submitted the attached solicitation response*). Schedules A through M are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – RESPONDENT'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M – SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with the solicitation response. It is to be filled in, executed by the respondent and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the solicitation response.

Anne Marie Eaton  Administrator Sep 12, 2022
Authorized Name and Signature Title Date





STATE OF Virginia

COUNTY OF Fairfax

On this 12th day of September, 20 22 before me the undersigned Notary Public of the State of VA, personally appeared Ann Marie Eaton
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

NOTARY PUBLIC, STATE OF VA

Pradeep Singh

(Name of notary Public; Print, Stamp or Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Virginia Drivers License
(Type of Identification Produced)





SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

- ✓a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the respondent) to solicit or secure this contract.
- ✓b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any company or person in connection with carrying out the contract, or
- ✓c. paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the respondent) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Agent
(Owner, Partner, Officer, Representative or Agent)

of the Respondent that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Respondent's officers or employees are employed by the City, indicate name and relationship below.

Name: NA Relationship: NA

Name: NA Relationship: NA

- 4. No lobbyist or other Respondent is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.



SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Vendors must submit a certification with their bid/proposal certifying they have a drug- free workplace in as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

TSCTI acknowledges to fulfill the statements 1 to 6 and encourage drug-free workplace.

Anne Marie Eaton, Administrator



SCHEDULE "D" CITY OF CORAL GABLES – RESPONDENT'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: 22nd Century Technologies, Inc.

Address: 8251 Greensboro Drive, Suite 900 McLean Virginia 22102
Street City State Zip Code

Telephone No: (888)-998-7284 Fax No: (732)-537-0888 Email: sledproposals@tscti.com

How many years has your company been in business under its present name? 25 Years

If Respondent is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

NA

Under what former names has your company operated? : NA

At what address was that company located? NA

Is your company certified? Yes No If Yes, **ATTACH COPY** of Certification. Attached on page no. 37
Is your company licensed? Yes No If Yes, **ATTACH COPY** of License

License to work in State of Florida has been attached in the bid response on page no. 20

Has your company or its senior officers ever declared bankruptcy?

Yes No If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident *within the last five (5) years* where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Respondent's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation **(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified)**:

NA

Has your company ever been debarred or suspended from doing business with any government entity?

Yes No If Yes, explain _____



TSCTI Certification ISO 9001:2015



CERTIFICATE OF REGISTRATION

22nd CENTURY TECHNOLOGIES, INC.

*(Hereinafter called the organization) and hereby declares that
Organization is in conformance with*

This registration is in respect to the following scope

*This Registration is granted subject to the system rules governing the
Registration referred to above, and the Organization hereby covenants with
the Assessment body duty to observe and comply with the said rules.*

Snehaprabha .H
Certification Manager



This Certificate is issued in accordance with standard procedure for certification registration and valid only until the date of the expiry or earlier if so advised in writing to the certified organization by GMSQR Certifications Pvt. Ltd.. It is issued subject to the continued availability of access at any time and without notice to the above named organization's premises for the purpose of the assessment and surveillance related to the standard specified above and GMSQR Certifications Pvt. Ltd. term and conditions. This certificate is the property of GMSQR Certifications Pvt. Ltd. and whenever required can be recalled.

*The validity fo the certificate is dependent upon ongoing surveillance
The use of the AIAO-BAR accreditation symbol is in respect to the activities
covered by the Accreditation Certificate No: AIAO-BAR-011413-1*



GMSQR Certifications Pvt. Ltd.

Accreditation by American International Accreditation Organization, Inc.
and Bureau of accredited Registrars (AIAO-BAR)

www.aiao-bar.org , www.gmsqr.com



SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.



3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement below applies.]**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bids.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Addendum No. 1 Date Aug. 30, 2022 Addendum No. _____ Date _____

Addendum No. 2 Date Sep. 12, 2022 Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____





SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Company] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent, 22nd Century Technologies, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Company's Authorized Official

Anne Marie Eaton, Administrator

Name and Title of Company's Authorized Official

Sep 12, 2022

Date



SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation

Anne Marie Eaton, Administrator

Printed Name and Title of Authorized Representative

Signature

Sep 12, 2022

Date



SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Respondent's Compliance:** The respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The respondent must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the respondent shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.



9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
22. **Domestic Preference:** As appropriate and to the extent consistent with law, the Contractor should, in accordance with Section 2-699 of the City Code and 2 C.F.R. § 200.322 under Title 2 of the Code of Federal Regulations, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



23. **Telecommunications Equipment or Services:** It is prohibited, as described in section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)1 and 2 C.F.R. § 200.216.2, for any FEMA award funds to be used in the procurement, the entering into or extending or renewing of a contract for the purpose of obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system. For purposes of this section:

- a. Covered telecommunications equipment or services means—
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. **Contract with the Enemy:** In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United states and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements and all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

I further acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract and that any subcontractor utilized will also be required to comply with the requirements above.

DATE: Sep 12, 2022

SIGNATURE: 

COMPANY: 22nd Century Technologies, Inc

NAME: Anne Marie Eaton

ADDRESS: 8251 Greensboro Drive, Suite 900
McLean, VA
22102

TITLE: Administrator

E-MAIL: sledproposals@tscti.com

PHONE NO. 888-998-7284



**SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM**

This certification is incorporated as part of the contract for Temporary Staffing Services for Emergency Operations.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22nd Century Technologies, Inc, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: Sep 12, 2022



SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

22nd Century Technologies, Inc, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: Sep 12, 2022



(ii) **Employer E-Verify Affidavit.**



**City of Coral Gables
Finance Department/Procurement Division**

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1566320

Federal Work Authorization User Identification Number

08/07/2008

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on September 12, 2021 in Fairfax (city), VA (state).



Signature of Authorized Officer or Agent

Anne Marie Eaton, Administrator

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12th DAY OF September, 2021



NOTARY PUBLIC

My Commission Expires:

08/31/2025





(iii) Lobbyist Registration Form

CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

SOLICITATION NAME/NUMBER: IFB 2022-018

The Bidder/Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 as outlined below:

Lobbyist means an individual, firm, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal, or that contracts with a third-party for economic consideration to perform lobbying activities on behalf of a principal.

Lobbying activity means any attempt to influence or encourage the passage or defeat of, or modification to, governmental actions, including, but not limited to, ordinances, resolutions, rules, regulations, executive orders, and procurement actions or decisions of the city commission, the mayor, any city board or committee, or any city personnel. The term "lobbying activity" encompasses all forms of communication, whether oral, written, or electronic, during the entire decision-making process on actions, decisions, or recommendations which foreseeably will be heard or reviewed by city personnel. This definition shall be subject to the exceptions stated below.

Procurement matter means the city's processes for the purchase of goods and services, including, but not limited to, processes related to the acquisition of: technology; public works; design services; construction, professional architecture, engineering, landscape architecture, land surveying, and mapping services; the purchase, lease or sale of real property; and the acquisition, granting, or other interest in real property.

City personnel means those city officials, officers and employees who are entrusted with the day-to-day policy setting, operation, and management of certain defined city functions or areas of responsibility, even though ultimate responsibility for such functions or areas rests with the city commission, with the exception of the City Attorney, Deputy City Attorney, and Assistant City Attorneys, advisory personnel (members of city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission); and any employee of a city department or division with the authority to participate in procurement matters, when the communication involves such procurement.

Affidavit requirement. The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded negotiation meetings and sessions:

- a. The principal shall list on an affidavit form, provided by the City, all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in a city procurement matter involves an appearance and participation in an oral presentation before a city certification, evaluation, selection, technical review or similar committee, or recorded negotiation meetings or sessions.
- b. No person shall appear before any procurement committee or at any procurement negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's presentation or negotiation team or has registered as a lobbyist. For purposes of this subsection only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees. The affidavit will be filed by the city procurement staff with the city clerk at the after the proposal is submitted or prior to the recorded negotiation meeting or session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

The Bidder/Proposer hereby certifies that: (select one)

Yes It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if one is retained anytime during the competitive process and prior to contract execution for this project, the lobbyist will properly register with the City Clerk's Office within two (2) business days of being retained with copy to the city procurement staff.

 It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables





CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION
LOBBYIST REGISTRATION FORM

Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section and that the required affidavit has been properly filed

It is a requirement of this solicitation that the following information be provided for all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: NA
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: NA
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: NA
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Name of Lobbyist: NA
Lobbyist's Firm (if applicable): _____
Phone: _____
E-mail: _____

Authorized Signature: 
Printed Name: Anne Marie Eaton
Date: Sep 12, 2022
Title: Administrator
Bidder/Proposer Name: 22nd Century Technologies, Inc.



(iv) Oral Presentation Form

CITY OF CORAL GABLES
 FINANCE DEPARTMENT/PROCUREMENT DIVISION

LOBBYIST AFFIDAVIT

Solicitation Name/Number: IFB 2022-018

The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded responsiveness, responsibility or negotiation meetings and sessions:

a. The principal shall list below all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in an oral presentation before an evaluation, selection, technical review or similar committee, or recorded responsiveness, responsibility or negotiation meetings or sessions.

b. No person shall appear before any procurement committee or at any procurement responsiveness, responsibility or negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's team pursuant to this affidavit or has registered as a lobbyist. For purposes affidavit only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees.

This affidavit will be provided by the city procurement staff to the city clerk after the proposal is submitted or prior to the oral presentation. Any changes after the original affidavit is submitted by the proposer and prior to the oral presentations, an updated copy shall be presented to the Procurement Division and the City Clerk at least twenty-four (24) hours prior scheduled time for the oral presentation session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.

List of employees & technical experts:

NAME	TITLE	ROLE	COMPANY/FIRM
NA	NA	NA	NA



CITY OF CORAL GABLES
FINANCE DEPARTMENT/PROCUREMENT DIVISION

LOBBYIST AFFIDAVIT

I do solemnly swear that all of the foregoing information is true and correct and I will fully comply with requirements of this affidavit and the associated City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section.

Authorized Signature: Anne Marie Eaton

Printed Name: Anne Marie Eaton Title: Administrator

Date: Sep. 12, 2022

Bidder/Proposer's Name: 22nd Century Technologies, Inc.

NOTARY PUBLIC

STATE OF Virginia

COUNTY OF Fairfax

On this 12th day of September, 2022, before me the undersigned Notary Public of the State of Virginia, personally appeared Anne Marie Eaton (Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

[Signature]

NOTARY PUBLIC, STATE OF VA

Pradeep Singh



(Name of notary Public; Print, Stamp or Type as Commissioned.)

SEAL OF OFFICE:

Personally know to me, or Produced

Identification:

Virginia Drivers Licence

(Type of Identification Produced)

