



Joinder Use Contract

Contract # CBE 607572-25

togetherforbetter

Title: Utilization of State of Nevada Contract No. 99SWC-S3128
for Temporary Employment Services

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA (herein referred to as "COUNTY") and **22ND CENTURY TECHNOLOGIES, INC.** (herein referred to as "CONTRACTOR"),

Whereas, (i) CONTRACTOR and **State of Nevada** (herein referred to as "ORIGINATING GOVERNMENT AGENCY") have entered into Contract No. 99SWC-S3128 dated June 10, 2025 which provides for **temporary employment services** (herein referred to as "MASTER CONTRACT"); (ii) governmental entities within the State of Nevada may join or use the contracts of other governmental entities with the authorization of the Supplier pursuant to NRS 332.195; (iii) COUNTY desires to use the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY; and (iv) COUNTY and CONTRACTOR intend to enter into a Contract between themselves using the terms, conditions and specifications of the MASTER CONTRACT to the extent such are incorporated by reference herein. In consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of the MASTER CONTRACT, a copy of which is attached hereto as Exhibit "A" and incorporated herein except for the following: **N/A**
2. As required pursuant to NRS 332.195, CONTRACTOR hereby authorizes COUNTY to use the MASTER CONTRACT as the basis for this Contract, and COUNTY hereby agrees in consideration of such authorization and consent, to be bound by the MASTER CONTRACT to the extent that the same are incorporated herein as a part of this Contract.
3. The MASTER CONTRACT is based upon the estimated procurement figures of the ORIGINATING GOVERNMENT AGENCY. COUNTY hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the MASTER CONTRACT.
4. The MASTER CONTRACT, and the rights granted hereunder to COUNTY, shall continue in force and effect for the period of time set forth in the MASTER CONTRACT. In the event that the MASTER CONTRACT is terminated for any reason, including the ORIGINATING GOVERNMENT AGENCY failure to exercise any or all of the options granted thereunder, COUNTY shall have the right to continue the MASTER CONTRACT in force and effect despite such termination, and to exercise any and all of the options which the ORIGINATING GOVERNMENT AGENCY fails to exercise. COUNTY reserves the right, however, to terminate this Contract, or negotiate a new contract at any time during the term of this Contract.
5. Any change or modification to the MASTER CONTRACT between CONTRACTOR and the ORIGINATING GOVERNMENT AGENCY shall be applicable to COUNTY only if so agreed to in writing by COUNTY. In the event that such change or modification adversely impacts COUNTY, COUNTY may terminate this Contract.

6. Any notice or other communication given in connection with this Contract shall be made in writing, reference this Contract and either be delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

COUNTY
Clark County
Attention: Purchasing and Contracts Division
500 South Grand Central Parkway
Fourth Floor
Las Vegas, Nevada 89155-1217
Fax #: (702) 386-4914

CONTRACTOR
22nd Century Technologies, Inc. _____
8251 Greensboro Drive, Ste 900 _____
McLean, VA 22102 _____

7. Notwithstanding any of the above mentioned, this Contract shall not change or modify the MASTER CONTRACT with the ORIGINATING GOVERNMENT AGENCY.

COUNTY:

By: _____ Date: _____
Print Name: JESSICA COLVIN Title: Chief Financial Officer

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Aug 12, 2025 14:41:46 PDT)
SARAH SCHAERRER
Deputy District Attorney

Date: Aug 12, 2025

CONTRACTOR:

Name: 22nd Century Technologies Inc. Phone: 702-751-8650

Address: 8251 Greensboro drive, Ste 900, Mclean Fax: _____
VA, 22102 _____

Authorized Representative: Isha Sharma Date: 7/07/2025

Print Name: *Isha Sharma* Title: Contracts Manager

CETS#	30533
RFP#	99SWC-S3128

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	Various State Agencies Monitored By: Department of Administration Purchasing Division
Address:	515 E Musser Street, Room 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Annette Morfin, Purchasing Officer II
Phone:	775-531-3301
Email:	amorfin@admin.nv.gov

Contractor Name:	22 nd Century Technologies, Inc.
Address:	8251 Greensboro Drive, Suite 900
City, State, Zip Code:	McLean, VA 22102
Contact:	Isha Sharma, Contracts Manager
Phone:	888-998-7284
Email:	response@tscfi.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

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Effective from:	July 1, 2025	To:	June 30, 2030
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK and COST SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # 99SWC-S3128
ATTACHMENT DD:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Invoices will be paid upon receipt of invoice and using agency's approval, invoices will be paid within 30 days. Agency Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 13.09% Agency Recruitment Administrative Markup Fee. Contractor Recruitment Invoices: will be paid per temporary employee hourly pay rate plus 13.13% Contractor Recruitment Administrative Markup Fee. Both markup fees include a 13.00% Employers Tax Contribution and 0.05% Benefit Cost. Temporary employees may be required to drive State vehicles and contractor must maintain the \$1,000,000.00 automobile liability on their insurance policy to cover this requirement. There will be no fee incurred to the State should the temp employee accept a permanent position to the State regardless of the timeframe.
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Total Contract Not to Exceed:	\$30,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the

first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by

- this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

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- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The

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State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific

regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

- 25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- 27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
- 30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

22nd Century Technologies Inc.

Isha Sharma

Independent Contractor's Signature

4-27-25
Date

Isha Sharma

Independent Contractor's Title

William Taylor

State of Nevada Authorized Signature

5.6.25
Date

Administrator

Title

Tiffany M. Greanmeyer

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On:

JUN 10 2005
Date

Approved as to form by:

Kevin D. Doty

Deputy Attorney General for Attorney General

On:

4/28/25
Date

**RFP 99SWC-S3128
ATTACHMENT AA**

**SCOPE OF WORK
AND
COST SCHEDULE**



Nevada State Purchasing Division
Department of Administration
515 E Musser St Ste 300
Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Attachment AA: summary scope of work and payment schedule

1. SUMMARY SCOPE OF WORK

1.1. This *summary scope of work* section is intended only as a summary and does not modify or supersede the full details contained in *Attachment CC, State solicitation 99SWC-S3128* and *Attachment DD, vendor proposal 99SWC-VQ16567*.

1.1.1. Providing temporary employment services statewide on an as needed basis.

2. PAYMENT SCHEDULE

2.1. See *Attachment DD, vendor proposal 99SWC-VQ16567* for additional details.

2.2. Total five-year not-to-exceed: \$30,000,000.00

RFP 99SWC-S3128

**ATTACHMENT BB
INSURANCE SCHEDULE**

**RFP 99SWC-S3128
INSURANCE SCHEDULE**

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- CI. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- CII. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
All certificates required by this Contract shall be sent directly to **Annette Morfin, Purchasing Officer, Nevada State Purchasing Division, 515 East Musser Street, Suite 300, Carson City, NV 89701**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- CIII. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- CIV. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ATTACHMENT CC
STATE SOLICITATION
RFP# 99SWC-S3128**

**ATTACHMENT DD
VENDOR PROPOSAL**

22nd Century Technologies Inc.

**ATTACHMENT CC
STATE SOLICITATION
RFP# 99SWC-S3128**



Nevada State Purchasing Division
 Department of Administration
 515 E Musser St Ste 300
 Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Request for proposals

Release Date February 7, 2025

Solicitation number 99SWC-S3128

Single point of contact name Annette Morfin

Single point of contact email amorfin@admin.nv.gov

Single point of contact phone 775-531-3301

Soliciting agency Nevada State Purchasing Division

Contracting agency Nevada State Purchasing Division

Solicitation title Temporary Employment Services

Deadline for submissions March 13, 2025 @ 1:00 p.m.

For deaf and hard of hearing, call 711 and ask the relay agency to dial the single point of contact phone number above.

This request for proposals is available at nevadaepro.com as a bid solicitation.

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. **Statute and code.** All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a response per NAC 333.155(3).
- 1.3. **Ethics.** Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The Nevada State Purchasing Division is seeking proposals from qualified vendors to provide temporary employment services statewide on an as needed basis, as described below and in the *scope of work* and *attachments*.
- 2.2. The State intends to award a maximum of three (3) contracts in conjunction with this request for proposals (RFP), as determined to be in the best interest of the State. Nevada State Purchasing Division shall administer the contract(s) resulting from this solicitation. The resulting contract(s) are anticipated to be for a contract term of five (5) years, subject to Board of Examiners approval. Contract(s) will commence July 1, 2025 and expire June 30, 2030. If agreeable to all parties, there is the possibility of a two (2)-extension if needed.
- 2.3. **Goals and objectives**
 - 2.3.1. The Nevada State Purchasing Division is seeking to have three (3) contracts for temporary employment services. All contracts will all be on a statewide basis, so that all agencies can use them if the need arises. It is the intention of the State to award the contracts on a statewide basis; however, proposals may be considered regionally.
 - A. Northern Region – primarily Reno and Carson City,
 - B. Southern Region – primarily Las Vegas, and
 - C. Rural Region – primarily Elko, Ely and Winnemucca and potentially other rural communities in the State.
 - 2.3.2. The State would prefer proposing vendors have a local presence in key areas which would include Reno, Carson City, Las Vegas and Elko. This should be included in their submission.
 - 2.3.3. The contract(s) will be mandatory for State agencies located in geographic regions serviced by the contract(s). The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.

3. SCOPE OF WORK

- 3.1. **General Information:** This section will not require a response from proposing vendors.
 - 3.1.1. This solicitation is soliciting proposals from Temporary Employment Companies to provide services relating to administrative and office support. These services are on an as needed basis and upon request from State agencies and political subdivisions.
 - 3.1.2. The awarded vendor will be responsible for hiring, firing, taxes, workers' compensation, sick leave and paid time off (PTO), etc. for temporary assigned individuals who are not employees of the State of Nevada.
 - 3.1.3. The State will not guarantee any minimum level of usage for any resulting contract(s) under this RFP.
 - 3.1.4. Vendors are encouraged to research positions that are commonly staffed under the class specification sections of the following link
https://hr.nv.gov/Resources/Class_Specifications/
 - 3.1.5. Classes with the most use can be found under sections 2.000, 4.000, and 7.000. When researching class specifications the pay grade is listed once vendors have selected the section.
 - 3.1.6. Vendors are encouraged to visit the hr.nv.gov website for current pay rate information at the following link.
<https://hr.nv.gov/uploadedFiles/hrnv.gov/Content/Sections/Compensation/2024/PP01%20Classified%20Employee-Employer%20Pay%20Contribution%20Plan.pdf>

- 3.1.7. State agencies may refer a person to be hired to the contractor to sign up to perform specific services needed or a request for the contractor to recruit and provide the temporary employee.
- 3.1.8. Upon notification from the agency, the selected contractor will provide expedient temporary employment services. An e-mail or telephone call from the agency will constitute a request for service. Provide your website address for ordering and monitoring activity and indicate which is the desired method.
- A. The agency reserves the right to interview the candidate to determine their qualifications for the required position.
 - B. The agency may reject and/or remove any individual who does not meet the requested experience or is deficient in the performance of the assignment.
- 3.1.9. Agencies may select the contracted vendor within their geographic region based on the preference of the agency.
- 3.1.10. Multiple contracts may be contacted to fill the same position, or they may just contact one of the contracted vendors.
- 3.1.11. As a result of this RFP, if contracts are awarded to new vendors, any long-term assignments will be required to transition to the new contracts.
- 3.2. **Temporary Assignment Responsibilities:** Proposing vendors will need to respond to any section that will give the State a better understanding of the services they can provide.
- 3.2.1. **AGENCY RESPONSIBILITIES**
- A. Prior to contacting the contracted vendor(s) the agency is responsible for defining details of the request. This will include, but is not limited to:
 1. Number of individuals needed,
 2. Job duties,
 3. Equipment to be used,
 4. Knowledge, skills and experience,
 5. Computer software to be used,
 6. Hours of work,
 7. Expected length of assignment,
 8. Job related attire,
 9. Position location,
 10. Agency contact person, and
 11. Other pertinent job-related information.
 - B. Depending on the amount of detail required, it is recommended that the using agency submit this information in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.
 - C. The agency is responsible for requesting additional background investigations (if required) beyond normal references prior to the temporary assignment.
 1. Should an additional background check be required due to the nature of the assignment, the agency may be responsible for the cost of the additional checks.
 - D. It is reasonable to expect employment eligibility and references will be required for all temporary employees; background checks for referrals by the State will be at the discretion of the agency.
 - E. Standard checks which would include employment eligibility and reference checks shall be at the cost of the contractor.
 - F. Other background checks will be at the discretion of each requesting agency. Additional checks will vary by agency and may be at the expense of the employee or the requesting agency.
 - G. It is the agency's discretion if temporary employees will be allowed to start work pending successful completion of one or more of these verifications.
 - H. In lieu of the aforementioned, agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential temporary assignment's starting date at the agency.
 1. State agencies will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.
 2. Requirements for background and drug screens will vary by the individual requesting agency.
 - I. Due to job requirements and environment (i.e., law enforcement), hiring decisions may be partially based on the results of the background checks and/or drug tests.
- 3.2.2. **CONTRACTOR(S) RESPONSIBILITIES**
- A. The contractor is responsible for obtaining the information as described in *Section 3.2.1*, and any other information necessary to determine what job category satisfies the service request.
 1. The contractor will inform the agency's contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.
 2. **Placing temporary assigned individuals out of applicable job classification is considered an abuse of the**

- contract. Periodic checks of requests and assignments will be performed to ensure this does not occur.**
- B. The contracted vendor(s) are responsible for conducting appropriate background and reference checks on its employees prior to any potential assignments and should be prepared to conduct more extensive background investigations when required as identified in *Section 3.2.1*
 - 1. Vendors should identify in their responses the cost of additional background checks and tests.
 - 2. Failure to provide this information will be considered “no charge” to the State for background checks and tests.
 - C. Contracted vendors will be responsible for federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, worker’s compensation, and liability insurance.
 - D. The contracted vendors will be responsible for sick leave, paid time off (PTO) leave, etc. The State is only responsible to pay when the temporary employee is working. The State will not be charged for sick leave or PTO leave.
 - E. The contracted vendor will be responsible for having insurance coverage for any person sent to the State as employees under their Workers’ Compensation policy and provide evidence thereof.
 - F. The contracted vendor is responsible for conducting periodic quality assurance checks with the agency’s contact person to verify that the agency’s requirements are being fulfilled by the temporary assigned individual.
 - 1. At a minimum, these checks should be completed at the end of the first (1st) week of any assignment and monthly on long-term assignments.
 - G. Temporarily assigned individuals may be changed to permanent placement if the individual elects to accept employment with the State within or outside of the contract agency. This will incur **no fee** to the State.
 - H. The State will not be responsible for the contractor’s employees who voluntarily leave the contractor’s employment or engage with any other company of entity.
 - 1. The frequency of conversions to State service is unknown; however, is by no means common.
 - 2. The State will not pay a placement or conversion fee for individuals who are a direct referral from the State.
 - I. The contracted vendor will have the ability to bond temporarily assigned individuals as directed by the agency. The fee for this service will be borne by the agency. Selection of the bonding insurer is at the contractor’s discretion; however, each insurance policy shall be:
 - 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2. Currently rated by A.M. Best as “A-VII” or better.
 - J. In the event a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance by an authorized contract agency representative.
 - 1. Travel expenses must be submitted on the State’s Claim for Travel Expenses form with original receipts for airfare, rental cars, parking and/or hotel receipts.
 - 2. Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site www.gsa.gov.
 - 3. The temporary assigned individual and the agency’s contact person must sign the travel expense form.
 - 4. The form must be submitted with the contractor’s invoice for services with the travel expense as a separate line item on the invoice.
 - 5. The type of position requiring travel will vary based on the individual agency’s requirements.
 - K. The contractor must provide assistance to the agencies in problem resolutions, in regard to temporary assigned individuals, at no additional cost to the State.
 - L. The contractor’s temporary assigned individuals agree to be bound by the State’s security regulations, policies and standards as required by the agency (e.g., Department of Corrections). This will vary based on the individual agency’s requirements.
 - M. The temporary assigned individual will complete a weekly timesheet supplied by the contractor. The timesheet should include the following:
 - 1. Name of the agency.
 - 2. Name of the temporarily assigned individual,
 - 3. Dates worked,
 - 4. Beginning and ending time,
 - 5. Number of regular hours worked each day, and
 - 6. If applicable, the number of overtime hours worked each day.
 - N. The contractor shall be responsible for the proper care and custody of any State-owned personal tangible property and real property furnished for use in connection with the performance of the contract.
 - 1. The contractor will reimburse the State for such property loss or damage caused by the contractor’s assigned individual, with the exception, of normal wear and tear.
 - 2. The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the employee’s assignments.

3. Temporary assigned individuals should use reasonable care with State property; willful or negligent actions may result in the State seeking reimbursement from the contractor.
- O. Unless specifically excluded by the agency in its description of job duties or equipment to be used, Contractor shall assume that temporary assigned individuals may drive State of Nevada motor vehicles when authorized by the agency. The contractor will be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles owned or leased by the State of Nevada.
- P. It is strongly recommended that any temporary assigned individual who will be driving a State vehicle enroll in Risk Management's Defensive Driving course.
 1. The course is held in Las Vegas, Carson City, and Reno and is a four (4) hour classroom course.

3.2.3. STAFFING REQUIREMENTS

- A. Terms of availability or unavailability in response to a temporary assignment request are as follows:
 1. Contractor will notify the requesting agency regarding availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.
 2. Contractor will notify the requesting agency regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.
 3. Contractor will confirm with the agency the arrival of its employee by telephone within one-half (1/2) hour after scheduled arrival time.
- B. Contractor is responsible to communicate with its employee the agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
- C. All temporary assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanor. Dress code policy is established by the individual agencies. Temporary employees must dress according to the requirements of the agency requesting the assignment.
- D. Temporary assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
- E. The agency reserves the right to reduce the length of the temporary assignment and will provide the contractor with as much notification as possible.
- F. Work Hours
 1. The exact work hours for temporary assigned individuals will be determined by the agency. Normal work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State observed holidays.
 2. Temporary assigned individuals will work no more than eight (8) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week.
 3. Temporary assigned individuals will not be paid for their lunch hour.
 4. Temporary assigned individuals will only be paid when they are on the job.
 5. Agencies have the right to request temporary assigned individuals to work holidays, evening/night, weekend or shift work.
 6. Hours may vary per the requesting agency.
- G. The State reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the State. Any time beyond the initial eight (8) hours of service, the temporary assigned individual is determined to be unsatisfactory; the contractor agrees to issue a credit invoice to the agency for the total charges from the time the agency notifies the contractor to request a replacement.
 1. The contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the agency has the option to contact a different contractor for the service.
 2. The agency shall be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the agency's requirements.

3.3. VENDOR RESPONSE TO STAFFING REQUIREMENTS

- 3.3.1. Vendors must describe how they will obtain and assign temporary staffing under the contract. The vendor's policies and responses must include the following:
 - A. Define skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant.
 - B. Describe any benefits and incentive programs, as well as, skill enhancement opportunities which are available to assignable staff.
 - C. Explain the manner in which job assignments/job matching will be determined.
- 3.3.2. Vendors should describe their minimum pre-employment screening. This may be negotiated with selected vendors to ensure consistency at entry level positions; additional requirements will be at the requesting agency's discretion.

3.3.3. Vendors should identify what they provide as a minimum for pre-employment background checks.

3.4. REPORTING REQUIREMENTS

3.4.1. Contractors will provide quarterly reports of all temporary employment services invoiced under the contract. The attached report form *Quarterly Administrative Fee and Usage Reporting and Submission Requirements* must be used.

3.4.2. Reports are to be submitted to the name and address listed on the form on or before the 15th of the month following the end of each State fiscal quarter.

A. The State's fiscal quarters are as follows:

1. July 1-September 30 – report due by October 15.
2. October 1-December 31 – report due by January 15.
3. January 1-March 31 – report due by April 15.
4. April 1-June 30 – report due by July 15.

B. **Failure to provide the quarterly reports in a timely manner may result in the assessment of one or more of the following penalties:**

1. Contract suspension or
2. Contract termination

4. BILLING

4.1. Contractor may impose a cancellation charge for an assignment cancelled by an agency later than 3:00 p.m. on the day preceding scheduled arrival of temporary assigned individuals. Such charges must not exceed two (2) hours of billable time for the job classification request by the agency. Regarding the cancellation of an assignment standard employee eligibility and references will not be the responsibility of the State, other background checks requested by the agency may be charged to the agency.

4.2. The cancellation charge may only be applied once per cancelled assignment regardless of the length of the assignment.

4.3. Contractor will not bill a cancellation charge for the dismissal of a temporary assigned individual who is deemed unsatisfactory by the agency.

4.4. Advanced payments will not be made for temporary assigned individuals.

4.5. Using agencies will be billed by the contractor for services rendered within their agency. The State will not be responsible for any mileage incurred by the temporary assigned individual in traveling to or from the designated work location, nor will the State be responsible for any costs associated with parking.

4.6. Temporary assigned individuals will not work overtime unless approved in advance and in writing by the agency. While the requirement of prior approval should be consistent with agencies, it is recognized that prior approval cannot always be obtained. Overtime worked without prior written authorization may be subject to non-payment. This requirement should be at the requesting agency's discretion. Overtime hours will be billed at one and a half (1.5) times the hourly rate for the temporary assigned individual.

4.7. Student Worker and Temporary Aid I would receive overtime pay after eight (8) hours in any given day per Nevada law. However, the requesting agency may have the temporary employee sign a flex agreement that the employee can flex time within a given week and not get paid overtime.

4.8. Contractor(s) must provide a timesheet for each temporary assigned individual, signed by both the temporarily assigned individual and the agency representative. All signatures must be legible with the name of the signing party printed beneath their signature. Contractor must pay the temporary assigned individuals via check or direct deposit within five (5) working days of the timesheet submission. It will be the agency's decision if they will accept web-based timekeeping and supervisor authorization.

4.9. Invoices

4.9.1. Contractor invoices must be submitted on a monthly basis directly to the agency for the periods covering the 1st through the end of the month.

4.9.2. Invoices must include the appropriate timesheets and any other pertinent documents (i.e., travel claim forms, receipts).

4.9.3. Invoices shall not include time that is not for the specific reporting period. If by chance an employee turns in a late timesheet, outside of the reporting period, a separate invoice would need to be submitted for the late time period.

5. TIMELINESS OF BILLING

5.1. The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims' payment due the contractor.

6. ATTACHMENTS

6.1. **Attachments incorporated by reference.** To be read and not returned.

6.1.1. Terms and conditions for services

6.2. **Attachments for review.** To be read and not returned (unless redlining).

6.2.1. Standard form contract

6.2.2. Insurance schedule

6.3. **Attachments for response.** To be completed and returned.

6.3.1. Reference questionnaire

6.3.2. Cost schedule

6.3.3. Certification regarding lobbying

6.3.4. Non-disclosure agreement

7. TIMELINE

7.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.

7.2. **Timeline.** The following represents the proposed timeline for this project.

7.2.1. All times stated are Pacific Time (PT).

7.2.2. These dates represent a tentative schedule of events.

7.2.3. The State reserves the right to modify these dates at any time.

7.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.

A. Deadline for questions	No later than 5:00 pm on 02/20/2025
B. Answers posted.....	On or about 02/26/2025
C. Deadline for references.....	No later than 5:00 pm on 03/12/2025
D. Deadline submissions and opening	No later than 1:00 pm on 03/13/2025
E. Evaluation period (estimated)	03/13/2025 – 03/25/2025
F. Notice of intent (estimated)	On or about 03/26/2025
G. Notice of award (estimated).....	On or about 04/30/2025
H. BOE approval (estimated)	06/10/2025
I. Contract start date (estimated)	07/01/2025

8. EVALUATION

8.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).

8.1.1. Responses shall be kept confidential until a contract is awarded.

8.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.

8.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.

8.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.

8.1.5. Financial stability shall be scored on a pass or fail basis.

8.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Demonstrated Competence	30
B. Experience in Performance of Comparable Engagements	30
C. Expertise and Availability of Key Personnel	15
D. Cost factor.....	25

8.1.7. *Cost factor.* The cost factor score will be based on the following equation. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.

8.1.8. *Best and final offers.* Pursuant to NAC 333.165, the State reserves the right to permit revised responses or add criteria to obtain the best offers.

8.2. Nevada-based business preference

8.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

8.2.2. Nevada-based business is defined in NRS 333.3352(1).

8.2.3. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

8.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted quote in nevadaepro.com.

8.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

8.3. Inverse preference

8.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to NRS 333.33695.

8.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.

8.3.3. Vendors who meet this criterion must indicate it on their submitted quote in nevadaepro.com.

8.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

9. MANDATORY MINIMUM REQUIREMENTS

9.1. Pursuant to NRS 333.311 a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.

9.2. **Nevada Law and State indemnity.** Pursuant to NRS 333.339, any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.

9.3. **No Boycott of Israel.** Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

9.4. **nevadaepro.com vendor registration.** Pursuant to NRS 333.313, vendor must be registered at nevadaepro.com to respond to the solicitation. Vendor information must match *Nevada business license* and sam.gov entity registration. Vendor information in nevadaepro.com will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in nevadaepro.com will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.

9.5. **Nevada business license.** Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b). Business license must match nevadaepro.com vendor registration.

9.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in

sam.gov. Entity registration must match nevadaepro.com vendor registration.

- 9.7. **Contract responsibility.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 9.9. **Confidentiality and certification of indemnification**
- 9.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.
- 9.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in nevadaepro.com. The State shall not be responsible for any information contained within a response; responses shall be released as submitted.
- 9.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.
- 9.10. **Vendor certifications**
- 9.10.1. Vendor understands and acknowledges that the representations within their response are material and important and shall be relied on by the State in evaluation of the response. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 9.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 9.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 9.10.4. The price(s) and amount of this response have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
- 9.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 9.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 9.10.7. Vendor has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- 9.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

10. CRITICAL ITEMS

- 10.1. In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.
- 10.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

- 10.3. **Indemnification.** Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 10.4. **Limited liability.** Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 10.5. **Insurance schedule.** The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 10.6. **Site visit.** A site visit will occur on the date and time listed in the *timeline*. A vendor representative must attend the site visit to be qualified to submit a response. Vendor must complete and return *site visit registration* by the date and time listed in the *timeline*.
- 10.7. **Vendor background**
- 10.7.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.
- 10.7.2. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 10.7.3. *Current or former employees.* If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 10.7.4. *Exclusions.* All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.
- 10.8. **Subcontractors**
- 10.8.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 10.8.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 10.8.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 10.8.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 10.8.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.
- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained

- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

10.9. Confidential business information

- 10.9.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 10.9.2. This information should be submitted as a separate attachment, flagged as confidential in nevadaepro.com.
- 10.9.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 10.9.4. *Disclosure.* Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 10.9.5. *Conflict of interest.* Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall result in disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 10.9.6. *Client references*
 - A. Vendor shall provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last five years.
 - B. The *single point of contact* must receive at least three complete *reference questionnaire* documents directly from the client references via email.
 - C. The purpose of these references is to document relevant experience and aid in the evaluation process.
 - D. *Reference questionnaire* will not be accepted directly from proposing vendors.
 - E. Client references shall not be requested from the contracting agency.
 - F. The State will not disclose client references, but may confirm if a *reference questionnaire* has been received.
 - G. The State reserves the right to contact client references during evaluation or negotiations.

11. SUBMISSION CHECKLIST

- 11.1. This section identifies documents that vendors shall submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 11.1.1. Responses must be submitted as a quote through nevadaepro.com.
 - 11.1.2. Vendors are encouraged to submit a single file attachment per section where possible.
 - 11.1.3. Technical proposal information and cost proposal information shall not be included in the same attachment.
 - 11.1.4. Cost proposal attachment shall not be flagged as confidential in nevadaepro.com.
 - 11.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 11.2. **Technical proposal**
 - A. Title page
 - B. Table of contents
 - C. Signed certification regarding lobbying
 - D. Response to mandatory minimum requirements
 - E. Response to critical items
 - F. Response to scope of work
 - G. Other informational material
- 11.3. **Proprietary information.** If necessary, Attachment should be flagged confidential in nevadaepro.com.
 - A. Title page
 - B. Table of contents

C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

11.4. **Cost proposal**

11.5. **Confidential business information.** Attachment should be flagged confidential in nevadaepro.com.

11.6. **Other attachments.** If necessary, not recommended.

11.7. **Client references.** Not submitted directly by vendor.

99SWC-S3128 – COST SCHEDULE

Vendor _____

Vendors must fill in the blanks for the administrative fee, any applicable vendor contribution taxes, and if applicable, benefit costs to be charged for each temporary position classification. *Refer to – Listing of Position Classifications & Pay Rate* for the position classifications and approximate employee hourly rate; this list is not meant to be all inclusive. The salaries listed are estimates only. The administrative fee should be calculated on the hourly pay rate only. Please complete the following:

<p>Agency Recruitment Administrative Fee: The requesting agency refers an individual to the contractor; the contractor does not do the recruitment.</p>	
<p>Contractor Recruitment Administrative Fee: The contractor does the recruitment on behalf of the requesting agency.</p>	
<p>Employers Tax Contribution: Applicable employer taxes.</p>	
<p>Benefit Cost: Cost of benefits provided to the temporary employee.</p>	

The State is requesting an Administrative Fee, which would include the vendor’s cost and profit, separate from any applicable employer taxes or benefit costs. There will be **no fee** incurred to the State should the temp employee accept a permanent position to the State regardless of the timeframe.

**ATTACHMENT
DD VENDOR'S
PROPOSAL
99SWC-S3128**

**22nd Century
Technologies Inc.**



22nd Century Technologies, Inc.

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



Nevada State Purchasing Division

Temporary Employment Services

Solicitation number: 99SWC-S3128

Deadline for submissions:

March 13, 2025 @ 1:00 p.m.

Submitted by:

Ashley Christina De Sa, Administrator
22nd Century Technologies, Inc.

Local add.: 3773 Howard Hughes Pkwy Ste 500S, Las Vegas, NV 89169

Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102

Phone: 888-998-7284 | Fax: 732-537-0888 | Email: sledproposals@tscti.com



A. Title page

Attn.: Annette Morfin
Nevada State Purchasing Division
Temporary Employment Services -99SWC-S3128

Date: Mar 13, 2025

22nd Century Technologies, Inc. (hereafter referred to as “*TSCTI*”) is pleased to submit our proposal to Nevada State Purchasing Division (*the State*) in response to Request for Proposals Temporary Employment Services Bid No. 99SWC-S3128 issued by Department of Administration.

Incorporated in 1997 as an S-corporation, TSCTI has evolved into one of the fastest-growing and most reputable temporary employment agencies, *with over 27 years of industry expertise. TSCTI is an MBE certified by - National Minority Supplier Development Council (NMSDC).* Our tailored staffing solutions allow clients to effectively address their project-based, short-term, and long-term hiring needs across various domains. *TSCTI is being recognized as one of Forbes’ Best Companies to Work For—achievements that reflect our commitment to employee satisfaction and client service excellence.* TSCTI boasts over 38 offices across the United States including NV, *with an exceptional D&B open rating score of 93,* therefore helping government clients to achieve high performance, better business value, and uninterrupted services at a better cost. Our ISO 9001:2015 certification underlines our dedication to quality and process excellence. TSCTI has demonstrated a robust track record of successful placements in Nevada.

TSCTI has implemented effective business processes to manage a variety of job orders, including large-scale requests from multiple agencies simultaneously. Our streamlined operations guarantee the efficient and timely fulfilment of all job orders, regardless of their size. TSCTI stands out with a meticulously pre-vetted resume pool of over 5.5M+ candidate pool, with recruitment program specifically designed to address high-turnover positions, ensuring a readily available and qualified talent pool. Understanding the importance of seamless workforce requirements, our experienced Account Manager and local support staff team provides comprehensive assistance to our temporary services.

TSCTI maintains a strong local presence to support staffing needs efficiently across the State of Nevada, including key areas such as Reno, Carson City, Las Vegas, and Elko. Our established infrastructure and strategic partnerships in these regions enable us to provide prompt staffing solutions and responsive client support.

1. **Local Office** – TSCTI operates a physical office in **Las Vegas**, which serves as a central hub for coordinating staffing and client support throughout Southern Nevada. This location enables us to quickly respond to client needs and conduct in-person meetings as needed. As regular practise, TSCTI is always ready to open more local office based on the needs to fulfil the commitments we made our client for providing dedicated account management services.
2. **Strategic Partnerships in Reno and Carson City** – TSCTI has developed partnerships with local recruitment agencies and workforce centres in **Reno** and **Carson City** to expand our talent pool and provide quick access to local candidates.
3. **Regional Coverage in Elko** – Through our nationwide talent network and local recruitment outreach, TSCTI has built a pipeline of qualified candidates in **Elko** and surrounding areas. Our recruiters are familiar with the local labour market, allowing us to source and place candidates effectively.
4. **On-Site and In-Person Support** – TSCTI’s local presence allows us to offer on-site support for client meetings, candidate interviews, and problem resolution. Our local account managers are readily available to address client concerns and ensure smooth contract execution.

Our local infrastructure, combined with our national reach, ensures that TSCTI can provide timely and efficient staffing solutions across Nevada, including in high-demand areas such as Reno, Carson City, Las Vegas, and Elko.





We are confident that TSCTI's proven track record, and dedication to high service standards make us the ideal partner for State's staffing needs. At TSCTI, we are dedicated to delivering excellence through our comprehensive staffing expertise, highly skilled professionals, and steadfast commitment to client success. We are confident that our proposed solutions will greatly benefit the State, supporting thier business goals with efficiency and effectiveness.

Contact name and email for negotiations:

Name and Title	Ashley Christina De Sa, Administrator
Contact details	(866)-537-9191 x 2 Fax No. 732-537-0888 Email: sledproposals@tscti.com

We certify that the representations in our response are accurate and material to the State's evaluation. Any misrepresentations will be treated as fraudulent concealment. All prices comply with federal, state, and local laws on discrimination and price fixing. We agree to indemnify and defend the State against any violations. All response terms, including prices, will remain valid for 180 days after the due date and throughout the contract term if awarded. Prices have been determined independently without collusion or external influence.

All information is independently sourced without non-public input from State officials. All assigned employees and contractors are authorized to work in the U.S. We maintain written equal opportunity and drug-free workplace policies.

The proposal presented here meets all the requirements set forth in the RFP and duly acknowledges the receipt of Q&As. TSCTI fully agrees to and will comply with all the terms and conditions outlined in the RFP without exceptions.

Our response has been meticulously tailored to address the specific items detailed in the RFP, and if any deficiencies are found in our submission, we respectfully request prompt notification and the opportunity to address them. We look forward to partnering with the State to build a mutually beneficial relationship.

Authorised signatory,

Ashley Christina De Sa, Administrator
22nd Century Technologies, Inc.
HQ. & Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102-4938
Telephone No: (866)-537-9191 x 2 | Fax No. 732-537-0888 | Email: sledproposals@tscti.com





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C. Signed certification regarding lobbying



Nevada State Purchasing Division
Department of Administration
515 E Musser St Ste 300
Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Certification regarding lobbying

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, 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 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 Federally appropriated funds have been paid or shall 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-L.L.L., "Disclosure of Lobbying Activities," 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 section 1352, U.S. Code. 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.

Date	<u>Mar 12, 2025</u>
Solicitation number	<u>99SWC-S3128</u>
Vendor Name	<u>22nd Century Technologies, Inc.</u>
Authorized signer name	<u>Ashley Christina De Sa</u>
Authorized signature	<u>Ashley Christina De Sa</u> Digitally signed by Ashley Christina De Sa Date: 2025.03.12 15:10:08 -04'00'





D. Response to mandatory minimum requirements

9. Mandatory Minimum Requirements

9.1. Pursuant to NRS 333.311 a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.

Reply: TSCTI confirms that this response complies with all requirements outlined in Section 9 and applicable provisions of NRS 333.311.

9.2. Nevada Law and State indemnity. Pursuant to NRS 333.339, any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.

Reply: TSCTI agrees to comply with NRS 333.339. TSCTI confirms that any contract entered into as a result of this solicitation will not:

- Require the filing of any action or arbitration of any dispute to be instituted or heard in another state or nation.
- Require the State to indemnify TSCTI or any other party against liability for damages.

9.3. No Boycott of Israel. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

Reply: TSCTI confirms compliance with NRS 333.338 and agrees that, for the duration of the contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

9.4. nevadaepro.com vendor registration. Pursuant to NRS 333.313, vendor must be registered at nevadaepro.com to respond to the solicitation. Vendor information must match Nevada business license and sam.gov entity registration. Vendor information in nevadaepro.com will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in nevadaepro.com will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.

Reply: TSCTI confirms that it is registered at nevadaepro.com and that vendor information matches the Nevada business license and System for Award Management (SAM) entity registration.

- TSCTI's contact information in nevadaepro.com is up to date and will be used for contract formation and formal notifications.
- A separate contact for negotiations, if applicable, is listed on the title page of this response.

9.5. Nevada business license. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b). Business license must match nevadaepro.com vendor registration.

Reply: TSCTI holds a valid state business license under NRS Chapter 76. The business license information matches TSCTI's registration in nevadaepro.com.

9.6. System for Award Management (sam.gov) Prior to contract award vendor must hold an active entity registration in sam.gov. Entity registration must match nevadaepro.com vendor registration.

Reply: TSCTI maintains an active entity registration in sam.gov, which matches the information in nevadaepro.com. TSCTI's SAM registration will remain active throughout the term of the contract.





9.7. *Contract responsibility. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.*

Reply: TSCTI acknowledges and accepts full responsibility for all contractual obligations resulting from an award under this solicitation. TSCTI will serve as the sole point of contact for the performance of the contract and will not be relieved from non-performance of any subcontractors.

9.8. *Data encryption and stateside data. State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.*

Reply: TSCTI confirms that all State data assets will be encrypted in transit and at rest, in compliance with State IT requirements. All data will be maintained within the United States and will not be held offshore.

9.9. *Confidentiality and certification of indemnification*

9.9.1. *Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.*

Reply: TSCTI acknowledges that submitted responses marked confidential in their entirety will not be accepted. Proprietary information and trade secrets will be labelled in accordance with NRS 600A.030(5).

9.9.2. *Vendors shall submit proprietary information and confidential business information in separate files, flagged as confidential in nevadaepro.com. The State shall not be responsible for any information contained within a response; responses shall be released as submitted.*

Reply: TSCTI will submit proprietary and confidential business information in separate files, marked accordingly in nevadaepro.com.

9.9.3. *By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.*

Reply: TSCTI agrees to defend and indemnify the State of Nevada for honoring such designations and acknowledges responsibility for the protection of labelled information.

TSCTI confirms full compliance with all mandatory minimum requirements outlined in the solicitation.





E. Response to critical items

10.1. In addition to the scope of work and attachments, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.

Reply: TSCTI acknowledges the importance of the items listed in Section 10.1 to the overall success of the project. TSCTI confirms that our proposal comprehensively addresses each item in this section with sufficient detail to provide the evaluators with a clear understanding of our capabilities.

Our response includes detailed explanations of our approach to the scope of work, highlighting TSCTI's experience, processes, and resources to ensure successful contract performance. We have structured our response to align with the State's expectations and evaluation criteria, ensuring that our proposal meets or exceeds all requirements outlined in the solicitation.

TSCTI remains committed to providing the highest level of service and compliance with all project requirements.

10.2. Standard form contract. The State strongly prefers vendors agree to the terms of the attached standard form contract as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached standard form contract with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

Reply: TSCTI confirms its agreement to the terms of the attached standard form contract as provided in the solicitation. TSCTI acknowledges that the State has prioritized the ability to agree to contract terms as a key evaluation factor.

TSCTI does not request any modifications to the attached standard form contract and agrees to abide by all terms and conditions outlined therein.

Should any clarifications or adjustments be required during contract negotiation, TSCTI will work collaboratively with the State to address them efficiently while ensuring compliance with all contractual obligations.

10.3. Indemnification. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."

Reply: TSCTI confirms its acceptance of the indemnification terms outlined in Section 10.3 of the solicitation. TSCTI agrees to:

- Indemnify, hold harmless, and defend the State from and against all liabilities, claims, actions, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising from any breach of contract obligations or any alleged negligent or willful acts or omissions by TSCTI, its officers, employees, and agents.
- Apply the indemnification obligation in all cases except for claims arising solely from the State's own negligence or willful misconduct.
- Waive any rights of subrogation against the State.



- Begin the duty to defend upon the State's request for defense of any claim arising from this contract.

TSCTI confirms full compliance with the State's indemnification requirements.

10.4. Limited liability. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited." Temporary Employment Services Page 11 of 12 RFP 99SWC-S3128

Reply: TSCTI confirms its acceptance of the limited liability terms outlined in Section 10.4 of the solicitation. TSCTI agrees that:

- The State will assert available NRS Chapter 41 liability limitations in all cases.
- Contract liability of both parties shall not include punitive damages.
- Damages for any State breach shall not exceed the amount of funds appropriated for payment under the contract but not yet paid to the Contractor for the fiscal year budget in existence at the time of the breach.
- TSCTI's tort liability shall not be limited.

TSCTI confirms full compliance with the State's limited liability requirements.

10.5. Insurance schedule. The State strongly prefers vendors agree to the terms of the attached insurance schedule as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

Reply: TSCTI confirms its agreement to the terms of the attached insurance schedule as provided in the solicitation. TSCTI will maintain all required insurance coverages for the duration of the contract as set forth in the fully executed contract.

TSCTI will provide acceptable evidence of required insurance before beginning any work on the contract. We understand that failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

TSCTI remains fully committed to complying with the State's insurance requirements to ensure a successful and compliant partnership.

10.6. Site visit. A site visit will occur on the date and time listed in the timeline. A vendor representative must attend the site visit to be qualified to submit a response. Vendor must complete and return site visit registration by the date and time listed in the timeline.

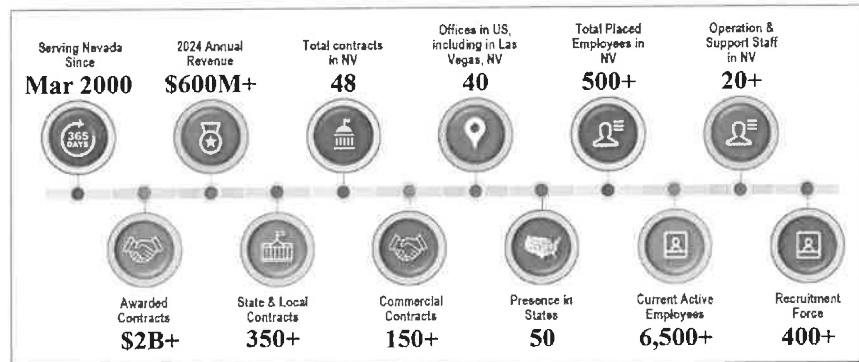
Reply: As per Questions & Answers, Not Applicable



10.7. Vendor background

10.7.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.

Reply: TSCTI is a premier provider of temporary staffing and workforce solutions, with over **27 years of experience** delivering customized staffing services to public and private sector clients across the United States. Since our establishment in **1997**, we have built a reputation for excellence, reliability, and compliance, making us trusted partners for state and local government agencies. Headquarters in **McLean, Virginia**, have a **nationwide presence**, ensuring we can efficiently manage and fulfill workforce needs across multiple locations.



Our deep expertise extends beyond general staffing to include **large-scale workforce solutions**, with a proven ability to manage and fulfill staffing requirements of over **1,000 concurrent positions**. We achieve this by leveraging our **local offices, strong subcontractor network, and extensive resources**. Our presence in key markets—**Las Vegas, Reno, Carson City, and Elko**—gives us a significant advantage in understanding the **unique workforce dynamics** of these regions. This local market knowledge enables us to source top talent efficiently while ensuring compliance with regional labor laws and government staffing regulations.

TSCTI is a **strategic staffing partner** for multiple state agencies and Managed Service Providers (MSPs) in **New Jersey (NJ), Virginia (VA), and Florida (FL)**. We have successfully delivered **over \$800 million in staffing services**, totaling **more than 10 million hours of contractual staffing** nationwide. Our ability to handle complex staffing requirements efficiently is backed by our **ISO 9001-certified Applicant Tracking System (ATS)**. This advanced system enhances our **recruitment, compliance tracking, and reporting capabilities**, ensuring transparency, efficiency, and superior service delivery.

We specialize in providing highly skilled **administrative and office support personnel** to government agencies and political subdivisions. Our **structured recruitment process** ensures that each candidate is precisely matched to the agency's specific needs. With a **strong resource pool** and a well-established network of **local subcontractors**, we can quickly scale operations to meet urgent and high-volume staffing needs without compromising quality.

One of TSCTI's key differentiators is our **dedicated account management team**. Each client is assigned a **seasoned account manager and representative** with **decades of experience** in handling similar staffing requirements for multiple agencies. Our team works closely with clients to ensure seamless onboarding, timely fulfillment of positions, and ongoing support to address evolving workforce needs.

Our commitment to **quality, efficiency, and compliance** is reflected in our **D&B Open Rating score of 93**, showcasing our **exemplary performance in government staffing services**. By integrating our local market





expertise, strong vendor partnerships, cutting-edge ATS technology, and experienced account management team, TSCTI continues to set the standard for workforce solutions across the United States.

Whether managing large-scale government staffing programs or fulfilling specialized agency needs, TSCTI remains a **trusted partner, delivering high-quality workforce solutions** with speed, reliability, and precision.

Local Presence in Key Areas: TSCTI maintains a strong local presence in key areas of **Nevada**, including:

- **Las Vegas** – TSCTI has a dedicated office in Las Vegas with experienced recruiters and account managers who specialize in providing temporary and administrative staffing services to state and local government agencies.
- **Reno** – Our network extends to Reno through established partnerships and a pool of pre-vetted local candidates, enabling us to respond quickly to staffing needs in the region.
- **Carson City** – TSCTI’s recruiting team actively supports agencies in Carson City with a deep understanding of the region’s labour market and administrative support requirements.
- **Elko** – While Elko is a more remote location, TSCTI’s statewide network and robust recruitment strategies enable us to source and place qualified personnel in Elko and other rural areas with minimal lead time.

Our local infrastructure and established relationships with state agencies in Nevada provide us with a strategic advantage in delivering prompt, compliant, and high-quality staffing solutions across the state. Furthermore, TSCTI has over **5.5M** (national Database) resources proficient and experienced professionals. We have an expert team consisting of **400+ domain specific recruiters**, data miners, with an average experience of **5 years** in recruiting temporary professionals. We are a compliance-focused organization that aims to provide first-rate professional services to our clients across the USA.

Company History and Experience: Since our founding in **1997**, TSCTI has been a trusted staffing partner for over **300+ government and public sector clients**, providing comprehensive staffing solutions that meet the unique requirements of state, local, and municipal agencies. Our experience includes:

- **150+ single-award seasonal and temporary staffing contracts**, including **42+ state-wide, 45 county-wide, and 60+ city-wide contracts**.
- Over **100,000 temporary staff placements** across the United States, with **10,000+ active temporary workers** currently supporting clients nationwide.
- Proven experience in managing large-scale contracts involving administrative, clerical, and office support roles, including expedited placement and replacement of staff when required.

TSCTI’s recruitment model includes a **24-hour turnaround** for staffing requests, supported by our proprietary database of **5.5 million+ pre-vetted resumes** and a team of **300+ specialized recruiters** with expertise in administrative and office support roles.

Experience with the State of Nevada: TSCTI has previous experience working with state agencies in Nevada, successfully providing temporary staffing services for administrative, clerical, and office support roles. Our established presence in Las Vegas and network across the state allow us to anticipate and address the specific needs of Nevada agencies, including compliance with state labour laws, employment regulations, and local hiring practices.

We have supported agencies with:

- Rapid deployment of qualified temporary staff for short-term and long-term assignments.
- Flexible workforce solutions to accommodate fluctuations in staffing needs.
- Effective transition planning when contracts shift to new vendors or expanded scopes.

Capability to Perform Scope of Work: TSCTI’s capability to provide staffing services for the State of Nevada includes:





- **Job Matching and Screening** – Our experienced recruitment team conducts thorough candidate assessments, including skill-based evaluations, reference checks, and background screening, to ensure the right fit for each assignment.
- **24/7 Availability** – Our team operates around the clock to respond to urgent staffing needs and to provide replacements when necessary.
- **Candidate Replacement** – If a temporary employee is found to be unsatisfactory within the first **eight (8) hours** of service, TSCTI will provide a replacement at no cost to the State.
- **Compliance and Reporting** – TSCTI adheres to all Nevada state labour laws and contract requirements, including data privacy, security, and indemnification terms.
- **Flexibility and Scalability** – Our staffing model allows us to scale services up or down based on the agency's changing requirements, ensuring cost-effective and efficient staffing solutions.

TSCTI's strong local presence in key areas of Nevada, extensive experience in government staffing, and proven ability to deliver high-quality administrative and office support personnel position us as an ideal partner for the State of Nevada's temporary employment services contract.

Capability to Handle Large Statewide Contracts: TSCTI has demonstrated the capacity and expertise to manage large, complex, and multi-jurisdictional contracts across the United States, including some of the largest state-wide staffing agreements. Our ability to manage large-scale contracts is supported by a national infrastructure, experienced recruitment teams, and a robust candidate pool of over **5.5 million+ pre-vetted resumes**. Our structured approach includes dedicated account management, compliance tracking, and rapid response to evolving client needs.

TSCTI currently holds and manages several large statewide contracts, including:

- **State of New Jersey (NJ)** – TSCTI is a primary staffing provider for the State of New Jersey, supporting a wide range of administrative, clerical, IT, and professional roles under a multi-year contract. Our strong performance in this contract reflects our ability to meet stringent state requirements and provide consistent staffing support.
- **Department of Technology, Management and Budget (DTMB), Michigan** – TSCTI manages a large-scale contract with the State of Michigan for providing temporary staff across various departments. This contract requires high-volume staffing, quick turnaround times, and compliance with state labour and hiring regulations.
- **State of Colorado** – TSCTI holds a statewide contract with the State of Colorado, providing staffing solutions for administrative and office support positions. Our recruitment model enables us to deliver pre-screened candidates within **24 hours** of request, ensuring rapid deployment and high fill rates.
- **Department of Management Services (DMS), Florida** – Under the statewide **Managed Service Provider (MSP) contract**, TSCTI delivers staffing services for multiple agencies across the state. Our ability to handle a high volume of requests while maintaining quality and compliance has made us a preferred partner for the State of Florida.
- **New York Office of General Services (OGS)** – TSCTI manages a large staffing contract with New York OGS, supporting various state agencies with administrative, clerical, and IT staff. Our extensive database of local candidates and strong recruiter network ensures a quick response to staffing needs.
- **Virginia Department of General Services (DGS)** – TSCTI has been a trusted partner for Virginia DGS, providing flexible staffing solutions for both short-term and long-term assignments. Our experienced account managers ensure smooth onboarding and compliance with all state-specific requirements.
- **New York Department of Education (NY DOE)** – TSCTI provides staffing support to NY DOE, sourcing and placing skilled administrative, clerical, and educational support staff. Our thorough vetting and compliance processes ensure that all candidates meet NY DOE's qualifications and standards.

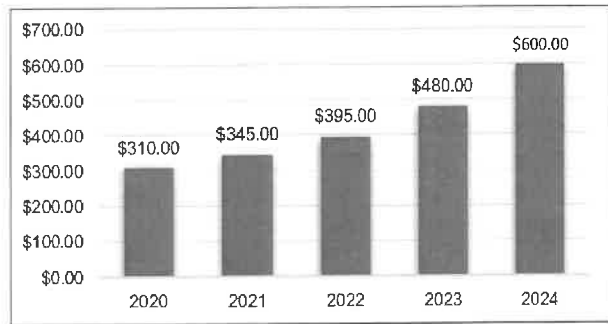
Our experience managing complex, statewide contracts reflect our ability to meet the demands of large-scale staffing projects. We have the infrastructure, resources, and expertise to provide consistent, high-quality services across multiple state agencies, ensuring compliance with state labour laws and contract terms.





TSCTI (*22nd Century Technologies Inc.*) has been a leader in the staffing and workforce solutions industry for over 27 years. Founded with a focus on delivering high-quality, dependable staffing services, TSCTI has grown into a comprehensive workforce solutions provider with expertise spanning temporary staffing, temporary-to-hire, direct hire, payroll management, and pre-employment testing. Our extensive experience covers both private and public sectors, encompassing contracts with various state agencies, local governments, school districts, and community colleges across multiple states.

Financial Capability: TSCTI is a financially stable and growing company. In **2024**, we were financially valued at **\$600M+**. We currently have a **credit line of \$11 million** and hold deposits of over **\$56million at Bank** and have the required financial capacity to provide the services.



TSCTI has adequate financial resources and the ability to obtain resources for this contract TSCTI is complying with the required schedules and requirements for this solicitation. Also, TSCTI does not have any mergers or acquisitions lined up. Hence, TSCTI does not have any financial liabilities which could affect the operations of this contract.

TSCTI Awards and Recognitions: Since our foundation in 1997, TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. Our Support Services are backed by a high level of customer satisfaction through exceptional quality and dedicated customer support. TSCTI is happy and proud to be *recognized as among the Best to Work for by Forbes; received letter of appreciation by the State of Maryland for Outstanding Services during Presidential 2020 Elections, SIA 2021, recognized by Forbes as one of America's Best Large Employers and as an Inc. 5000 honoree for 12 consecutive years, and recognized by Forbes as one of America's Best Large Employers for 2022 and 22nd Century Technologies Inc. ranked #17 on the Largest Staff Augmentation Companies in Greater D.C. in issue of the Washington Business Journal.*

We are recognized as trusted advisers and innovators who deliver on our clients' largest and most complex projects. We are one of the few firms with the scale, reach and capabilities to help government clients meet the ever-evolving digital expectations of their customers and citizens. With innovative offerings, our consultants have limitless opportunities to make a difference for the clients and communities we serve.

Notable Achievements:

- **MSP Contracts** - Won 3 MSP contracts for State-wide services worth over \$650 million in the last 2 Fiscal Years
- **Growth** - From 40 employees in 2008 to 5200+ employees in 2020 with \$2Billion awarded contract
- **Technology** – TSCTI has best implementation of industry's best Automatic Tools and Software
- **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, 100+ County, 40 City, and 37 School Districts contracts
- **Customer Satisfaction** – D&B Open Rating of 93 and Exceptional to Very 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





Experience with Statewide agencies:

Agency Name	State of New Jersey
Services Type	NASPO – Temporary Staffing Services (MSP)
<p>22nd Century Technologies Inc. (TSCTI) was awarded the contract to provide recruiting and temporary staffing services for various government agencies across New Jersey. This is MSP contract (Managed Service Provider) with 100+ statewide agencies involved and TSCTI is the sole vendor on this contract. TSCTI has over 5,000 temporary staff placed and over 3,000 temporary staff still active. The entire contract was over \$249M worth temporary services. TSCTI has this contract still active ending in Feb 2026. Over the contract period, TSCTI has been instrumental in enhancing the workforce capabilities of the state's agencies by delivering highly qualified temporary staff for a wide array of roles.</p> <p>Key Achievements:</p> <ul style="list-style-type: none"> • High-Impact Placements: Successfully staffed over 5,000 professionals in critical temporary positions, including Admin, Financial, Clerical, Custodian, Skilled and unskilled labour for statewide agencies and various technical and managerial roles. • Tailored Recruitment: Developed and implemented a customized recruitment strategy for each agency, aligning candidates with specific needs and organizational cultures, ensuring effective staffing solutions. • Operational Efficiency: Streamlined the staffing process to significantly reduce the time-to-fill for key temporary positions, thereby minimizing disruptions and supporting continuous operations across multiple agencies. • Diverse Role Coverage: Addressed staffing needs across a broad spectrum of roles, from senior executive positions to specialized technical and engineering roles, ensuring comprehensive support for diverse agency requirements. • Strengthened Relationships: Built and maintained strong partnerships with over 100 state agencies, showcasing our ability to adapt to evolving needs and deliver exceptional staffing solutions. <p>With dedicated recruitment team (over 50 recruiters), dedicated Project Management office (PMO), TSCTI's strategic and client-focused approach has led to significant achievements in the State of New Jersey, providing impactful temporary staffing services that support the state's operational and strategic goals. Our commitment to delivering tailored and effective staffing solutions has enhanced the capabilities of state agencies and fostered long-term successful partnerships.</p>	

Agency Name	The New York State (NYS) Office of General Services (OGS)
Services Type	Temporary Staffing and Recruitment Services
<p>The New York State (NYS) Office of General Services (OGS) seeks to establish Centralized Backdrop Contracts for the acquisition of specified Administrative Services personnel for a variety of occupations for different statewide agencies under 73003 – Administrative Services. The services are divided into 10 regions Capital Region, Central New York, Finger Lakes, Hudson Valley, Long Island, Mohawk Valley, New York City, North Country, Southern Tier, and Western New York. TSCTI is awarded with all the regions and providing services further divided into 10 lots. The name of lots is as below: Lot 1: Office Worker Occupations, Lot 2: Hearing Reporter Services, Attachment 14 – Lot 3: Transcription Services, Attachment 15 – Lot 4: Financial Occupations, Attachment 16 – Lot 5: Miscellaneous Occupations, Attachment 17 – Lot 6: General Health Occupations,, Attachment 18 – Lot 7: Physicians and Nurses, Attachment 19 – Lot 8: Dental Services, Attachment 20 – Lot 9: Psychiatric and Psychology Services, Attachment 21 – Lot 10: Light Industrial Occupations, TSCTI is providing services on all four lots along with all regions.</p> <p>TSCTI was awarded the contract based on highest level of the ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work.</p> <p>Key Achievements:</p> <ul style="list-style-type: none"> • Comprehensive Coverage: TSCTI provides staffing services across all 10 regions and occupational lots, ensuring consistent and reliable support for NYS agencies. • High-Value Contract: The anticipated value of this contract is approximately \$100M annually, based on historical purchasing trends under previous awards. • Rapid Turnaround: Delivered replacement candidates within two (2) workdays and provided free replacements for staff removed within the first eight (8) hours of assignment. • Rigorous Screening: Performed minimum background checks for all lots and completed additional screening upon request by authorized state agencies. • Proven Capability: TSCTI was awarded the contract based on its demonstrated ability, qualifications, financial stability, and effective staffing procedures. 	





TSCTI performed **Minimum background check requirements for all the lots and TSCTI also additional background check requirements** requested by an Authorized User of the respective state agency. TSCTI provided replacement Candidate within two (2) workdays and staff that was **removed within first 8 hours were replaced free of charge.**

TSCTI's ability to deliver tailored, high-quality staffing solutions across diverse occupational categories highlights its expertise in managing complex statewide staffing contracts. Our strategic and client-focused approach ensures NYS agencies receive professional and reliable staffing support.

Name of client organization	The Commonwealth of Virginia, Department of General Services (DGS)
Contract Value	Recruiting and Staffing Services for Temporary Professionals
<p>TSCTI) was awarded a contract by the Commonwealth of Virginia, Department of General Services to establish a contract with qualified suppliers to provide Temporary Personnel Services, on an as needed basis, to Commonwealth of Virginia agencies, institutions of higher education, and other public bodies. The services are managed under the statewide contract and Temporary Personnel Services approximately budgeted for a combined order total of approximately \$181 million. TSCTI is one of the 3 vendors for the services and handling over 150+ statewide agencies for Recruiting and Staffing Services for Temporary Professionals.</p> <p>Under this contract, TSCTI is providing background screening on all Contingent Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required, with capability of replacing staff with 2 days of notice. Over the contract period, TSCTI has demonstrated its capability in efficiently managing staff requirements and delivering highly skilled professionals to meet the operational and strategic needs of state agencies.</p> <p>Key Achievements:</p> <ul style="list-style-type: none"> • Comprehensive Coverage: Successfully provided staffing support to over 150+ statewide agencies, delivering qualified professionals for a wide range of temporary roles. • Efficient Replacement Process: Provided replacement candidates within two (2) workdays and replaced staff removed within the first eight (8) hours at no cost. • Rigorous Background Screening: Conducted thorough background checks, including verification of credentials, licensure, work history, references, and criminal background checks, along with fingerprinting as required. • Compliance and Administration: Managed payroll taxes, workers' compensation, payroll reports, and all other federal and state-mandated employer requirements. • Proven Capability: TSCTI's ability to deliver reliable staffing solutions has minimized operational disruptions and ensured high-quality service delivery for state agencies. <p>TSCTI performed Minimum background check requirements and TSCTI also additional background check requirements requested by respective state agency. TSCTI is responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State mandatory requirements for employees. TSCTI provided replacement Candidate within two (2) workdays and staff that was removed within first 8 hours were replaced free of charge. TSCTI's proven track record in educational staffing highlights its capability to deliver tailored and effective staffing solutions, supporting VA DGS mission to enhance educational outcomes and operational efficiency.</p>	

Name of client organization	The New York City Department of Education (NYCDOE)
Contract Value	Recruiting and Staffing Services for Temporary Professionals
<p>TSCTI) was awarded a contract by the New York City Department of Education (NYCDOE) on behalf of the Division of Human Capital (DHC) to provide qualified staffing support in the field of educational support. TSCTI successfully delivered staffing services to schools, NYCDOE Borough/Citywide offices, and central offices as needed, ensuring seamless operational support and enhanced workforce efficiency. TSCTI is sole vendor for the services and handling over 150+ statewide agencies for Recruiting and Staffing Services for Temporary Professionals.</p> <p>Contract duties involved performing background screening on all Contingent Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required, with capability of replacing staff with 2 days of notice. Over the contract period, TSCTI has demonstrated its capability in efficiently managing staff requirements and delivering highly skilled professionals to meet the operational and strategic needs of state agencies.</p> <p>Key Achievements:</p>	





- **Successful Staff Augmentation:** Placed over **approximately 600 consultants per year on various projects across the NYCDOE** in key temporary roles, supporting critical operations for various state agencies assignments in special education, curriculum design and development, and staff development.
- **Specialized Educational Staffing:** Successfully placed qualified professionals in **various educational support roles, meeting the diverse needs of NYCDOE.**
- **Operational Excellence:** Reduced time-to-fill for temporary positions through an efficient sourcing and screening process, ensuring minimal disruption to agency operations.
- **Diverse Role Coverage:** Provided staffing support for a wide range of roles, including administrative, technical, and professional positions, ensuring comprehensive workforce coverage.
- **Compliance and Administration:** Effectively managed payroll processing, benefits administration, and compliance with state and federal labour regulations, ensuring smooth staff management and accurate record-keeping.
- **Strong Agency Partnerships:** Established and maintained successful working relationships with multiple state agencies, demonstrating adaptability and responsiveness to evolving staffing needs.

TSCTI performed **Minimum background check requirements for all the lots and TSCTI also additional background check requirements** requested by an Authorized User of the respective state agency. TSCTI provided replacement Candidate within two (2) workdays and staff that was **removed within first 8 hours were replaced free of charge.**

TSCTI's proven track record in educational staffing highlights its capability to deliver tailored and effective staffing solutions, supporting NYCDOE's mission to enhance educational outcomes and operational efficiency.

Agency Name	Virginia Department of Health, VA
Services Type	Temporary Staffing and Recruitment Services

TSCTI was appointed as a key provider of temporary staffing services for the Virginia Department of Health (VDH) for statewide services. Being sole vendor, TSCTI has provided over and with three-year period, TSCTI successfully staffed over **1,500 professionals** in roles critical to VDH's mission in public health and safety. The approach began with a comprehensive analysis of VDH's organizational structure and staffing needs, enabling us to develop a targeted staffing strategy tailored to their specific requirements. Utilizing our extensive database of over **5.5 million pre-vetted professionals** and a team of **300+ specialized recruiters**, we executed a rigorous recruitment and screening process that included technical evaluations, behavioural interviews, and reference checks.

Key Achievements:

- **Efficient Staffing Solutions:** Successfully placed **1,500+ temporary professionals** in vital public health roles, supporting VDH's operational goals.
- **Reduced Time-to-Fill:** Streamlined the staffing process, reducing time-to-fill for critical positions and minimizing operational disruptions.
- **Tailored Screening and Matching:** Applied a thorough candidate screening process to ensure alignment with VDH's specific qualifications and operational needs.
- **Diverse Staffing Coverage:** Supported a wide range of temporary roles, including administrative, technical, and healthcare-related positions.
- **Strong Partnership:** Established a responsive and collaborative relationship with VDH, ensuring adaptability to evolving staffing requirements.
- **Regulatory Compliance:** Ensured full compliance with state and federal labour regulations, managing payroll, benefits, and employee records efficiently.

TSCTI's domain specific healthcare recruiters and healthcare experienced account management staff, TSCTI's approach enabled VDH to maintain high service standards while efficiently addressing urgent and complex staffing needs. Our success underscores TSCTI's ability to deliver tailored, high-quality staffing solutions in demanding public health environments.

Name of client organization	Department of Management Services, FL
Services Type	Managed Service Provider - Temporary Staffing Services

TSCTI was awarded this contract to serve as the **Managed Service Provider (MSP) of the State for the provision of temporary administrative, industrial, and medical staffing services.** This includes, but is not limited to, providing statewide agencies with a **comprehensive offering of Temporary Staffing Services** via the Contractor's Management System to meet their various needs. TSCTI is responsible for recruiting, hiring, and implementing any reassignments or terminations of Contingent Staff. Contract duties involved **performing background screening on all Contingent Staff, including screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as required, with capability of replacing staff with 2 days of notice.**





Over the contract period, TSCTI has demonstrated its capability in efficiently managing staff requirements and delivering highly skilled professionals to meet the operational and strategic needs of state agencies.

Key Achievements:

- **Successful Staff Augmentation:** Placed over **1000 temporary professionals** in key temporary roles, supporting critical operations for various state agencies and ensuring seamless delivery of services.
- **Customized Staffing Solutions:** Developed and executed tailored recruitment strategies to meet the specific needs of each agency, aligning staff qualifications with organizational requirements and goals.
- **Operational Excellence:** Reduced time-to-fill for temporary positions through an efficient sourcing and screening process, ensuring minimal disruption to agency operations.
- **Diverse Role Coverage:** Provided staffing support for a wide range of roles, including administrative, technical, and professional positions, ensuring comprehensive workforce coverage.
- **Compliance and Administration:** Effectively managed payroll processing, benefits administration, and compliance with state and federal labour regulations, ensuring smooth staff management and accurate record-keeping.
- **Strong Agency Partnerships:** Established and maintained successful working relationships with multiple state agencies, demonstrating adaptability and responsiveness to evolving staffing needs.

TSCTI's strategic and client-focused approach has positioned us as a trusted partner for the Florida Department of Management Services. Our commitment to delivering high-quality temporary staffing solutions has strengthened the capabilities of Florida's state agencies and supported their operational success.





10.7.2. *Key personnel. Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.*

Reply:

Key Personnel Resume

Sandeep Singh, Account Director – Staffing Services (Operations & Client Relations)

Summary: Innovative and results-driven **PMP certified Account Director** with over **20 years of experience** managing all aspects of **temporary staffing services** for **multi-million-dollar statewide contracts**. Proven expertise in handling large-scale government contracts, including contract transitions, recruitment process development, and creative sourcing of qualified candidates. Adept at managing full recruitment lifecycles, ensuring high-quality placements, and driving successful project outcomes. Skilled in building strong client relationships and providing strategic oversight to meet and exceed contractual requirements.

Core Competency:

- **Extensive Government Contract Expertise:** Managed and executed multi-year government contracts, overseeing transitions, staffing, and operational processes to ensure seamless service delivery.
- **Strategic Recruitment and Staffing:** Developed and implemented contract-specific recruitment strategies, including candidate screening, interviewing, and placement to meet client needs efficiently.
- **Client and Stakeholder Management:** Acted as the primary point of contact for all management-related communications, ensuring alignment with client objectives and contract requirements.
- **Vendor Management:** Expert-level knowledge of **Vendor Management Systems (VMS)** for tracking candidate submissions, ensuring compliance, and managing performance.
- **Industry Versatility:** Successfully delivered staffing solutions across **IT, Non-IT, manufacturing, retail,** and **government** sectors, demonstrating adaptability and industry expertise.
- **Performance and Quality Oversight:** Functioned as a **Quality Manager**, attending performance reviews and status meetings to assess and enhance service delivery.
- **Emergency Staffing Support:** Provided rapid response and staffing solutions for urgent client needs, ensuring minimal disruption and consistent service quality.
- Managed over **50-member teams** and up to **6 projects** concurrently, ensuring successful project execution.
- Successfully placed candidates for diverse roles across **statewide contracts** and public sector agencies. Established strong partnerships with subcontractors and stakeholders to fulfil contract requirements effectively.
- Delivered staffing solutions that consistently met **SLAs** and exceeded client expectations. Spearheaded contract negotiations and strategic business planning, contributing to sustained revenue growth.

Expertise

Contract Management & Compliance	Client Relationship Management	Strategic Planning & Business Development
Full-Cycle Recruitment & Staffing	Vendor Management Systems (VMS)	Performance Monitoring & Quality Assurance
Team Leadership & Cross-Functional Collaboration	Government & Public Sector Staffing	

Education & Certification

- MBA -Marketing & Human Resource
- PG Diploma, Human Resource Management (PGDHRM)
- Bachelor's in business administration (BBA)
- PMP Certified

Professional Experience:





The State of New Jersey, NASPO – MSP contract

- Acted as the primary liaison between management and the field service and sales team, overseeing the deployment of corporate initiatives.
- Managed issue resolution for both **the State** and **employees** to enhance client satisfaction and service quality.
- Organized targeted training programs for staff, ensuring alignment with operational goals.
- Held **weekly and monthly staff meetings** to monitor performance and address operational challenges.
- Leveraged the latest **service management tools** and techniques to improve operational efficiency.
- Conducted **annual contract reviews** to assess performance and identify improvement opportunities.
- Enhanced TSCTI's overall customer satisfaction score through strategic service improvements.

Department of Military Affairs (DMA), FL

- Served as the central communication point within the **Account Management** team.
- Streamlined service delivery to meet DMA's expectations and performance goals.
- Established and implemented effective **performance management** processes.
- Handled **first-line incident management** to resolve service issues promptly.
- Developed repeatable and scalable recruitment processes, improving sourcing efficiency through:
 - **Direct sourcing**
 - **Internet recruitment**
 - **Employee referrals**
 - **Community outreach**
 - **Job fairs**
 - **Internal employee database**
- Delivered qualified skilled trade candidate resumes to DMA with a **4-hour turnaround**.
- Reviewed TSCTI's current service activities and identified gaps to improve service quality.
- Provided detailed reports on **service results** and **SLA** compliance.

The New York State, Office of General Services

- Strengthened team capability by implementing **knowledge acquisition plans** and maximizing existing talent.
- Conducted regular **staff performance reviews** to assess and improve employee productivity.
- Selected, trained, and developed the management team to enhance business outcomes and service delivery.
- Developed and executed business strategies to support:
 - **Client and employee retention**
 - **Service delivery**
 - **Recruiting**
 - **Expense management** (e.g., workers' compensation, unemployment, and general operating expenses)
- Performed **annual contract reviews** to ensure compliance with terms and identify conflicts or changes requiring resolution.
- Monitored contractual performance and resolved issues at contract renewal to maintain service consistency and client satisfaction.

TSCTI's successful execution of these contracts reflects its ability to deliver high-quality staffing solutions, improve operational efficiency, and exceed client expectations in complex, large-scale public sector environments.





Lindsey Skowron, Senior Account Manager – *Service Delivery*

Summary: Lindsey is a highly skilled and results-driven SHRM certified Professional and Senior Account Manager with over 11 years of experience in Account Management, Operations, Customer Relationship Management, Business Development, and Strategic Planning for statewide staffing services. She has a proven track record of identifying opportunities, developing new services, and driving successful service delivery across multiple sectors, including manufacturing, retail, and government. Lindsey has extensive experience managing the complete recruitment lifecycle — from sourcing and coordinating client interviews to successful candidate selection and placement. She excels in building and maintaining professional relationships with key personnel in assigned state agencies, ensuring alignment with client goals and objectives. Lindsey is adept at communicating the progress of weekly, monthly, and quarterly status updates to internal and external stakeholders, ensuring transparency and accountability in service delivery. Lindsey’s strategic and client-focused approach, combined with her expertise in service delivery and account management, has consistently driven successful outcomes and strengthened TSCTI’s position as a trusted staffing partner for statewide contracts.

Core Competencies

- **Strategic Leadership:** Provides expert guidance, coaching, and leadership to the Account Management team to enhance performance and client satisfaction.
- **Service Delivery Oversight:** Conducts regular reviews of service provision and client satisfaction with key stakeholders to develop and implement service improvement plans that increase value and quality.
- **SLA Management:** Highly adept at developing, negotiating, and reviewing Service Level Agreements (SLAs) with stakeholders to ensure all resources are in place to meet or exceed targets while managing costs effectively.
- **Project and Account Management:** Proven ability to manage multiple statewide projects simultaneously, building and leading high-performing teams to meet project milestones and client expectations.
- **Business Development:** Skilled in identifying new business opportunities and developing strategic plans to expand TSCTI’s footprint in the statewide staffing market.
- **Client Relationship Management:** Establishes and maintains strong relationships with key state agency personnel, ensuring client needs are met with high-quality staffing solutions.

Education & Certification

- Bachelor of Arts in Mass Communications (2012)
- SHRM certified Professional

Professional Experience:

The Commonwealth of Virginia, Department of General Services (DGS)

- Acted as the primary liaison between management and the field service and sales team, overseeing the deployment of corporate initiatives.
- Managed issue resolution for both the State and employees to enhance client satisfaction and service quality.
- Organized targeted training programs for staff, ensuring alignment with operational goals.
- Held weekly and monthly staff meetings to monitor performance and address operational challenges.
- Leveraged the latest service management tools and techniques to improve operational efficiency.
- Conducted annual contract reviews to assess performance and identify improvement opportunities.
- Enhanced TSCTI’s overall customer satisfaction score through strategic service improvements.

The New York City Department of Education (NYCDOE)

- Served as the central communication point within the Account Management team.
- Streamlined service delivery to meet DOE’s expectations and performance goals.
- Established and implemented effective performance management processes.
- Handled first-line incident management to resolve service issues promptly.
- Developed repeatable and scalable recruitment processes, improving sourcing efficiency through:





- **Direct sourcing**
- **Internet recruitment**
- **Employee referrals**
- **Community outreach**
- **Job fairs**
- **Internal employee database**
- Delivered qualified skilled trade candidate resumes to DOE with a **4-hour turnaround**.
- Reviewed TSCTI's current service activities and identified gaps to improve service quality.
- Provided detailed reports on **service results** and **SLA** compliance.

The New York State, Office of General Services

- Strengthened team capability by implementing **knowledge acquisition plans** and maximizing existing talent.
- Conducted regular **staff performance reviews** to assess and improve employee productivity.
- Selected, trained, and developed the management team to enhance business outcomes and service delivery.
- Developed and executed business strategies to support:
 - **Client and employee retention**
 - **Service delivery**
 - **Recruiting**
 - **Expense management** (e.g., workers' compensation, unemployment, and general operating expenses)
- Performed **annual contract reviews** to ensure compliance with terms and identify conflicts or changes requiring resolution.
- Monitored contractual performance and resolved issues at contract renewal to maintain service consistency and client satisfaction.

Jessica Duncan, Compliance Manager – SLED Contracts

Summary: Jessica Duncan is a highly experienced and detail-oriented **Compliance Manager** with over **17 years of expertise** in managing compliance for **State, Local, and Education (SLED) contracts**. She has a proven track record of ensuring adherence to federal, state, and local regulations while managing complex staffing contracts. Jessica possesses deep knowledge of compliance standards, contract administration, and regulatory requirements, ensuring that all staffing operations align with contractual and legal obligations.

Jessica has extensive experience in conducting internal audits, managing risk assessments, and implementing corrective action plans to maintain contract compliance. She is adept at collaborating with internal teams and external stakeholders to address compliance issues, mitigate risks, and enhance operational efficiency. Her strategic approach to compliance management has resulted in successful contract execution and strengthened client trust across multiple government agencies and educational institutions. Jessica's strategic and detail-oriented approach to compliance management has ensured consistent contract performance and strengthened TSCTI's standing as a trusted provider of staffing solutions for **SLED contracts**.

Core Competencies:

- **Contract Compliance Oversight:** Ensures full compliance with federal, state, and local regulations for SLED contracts, including labour laws, Equal Employment Opportunity (EEO) requirements, and background check standards.
- **Audit and Risk Management:** Conducts internal audits, identifies gaps, and implements corrective action plans to address compliance issues and mitigate risk.
- **Regulatory Reporting:** Oversees the preparation and submission of compliance reports, ensuring accuracy and timeliness in meeting regulatory requirements.
- **Policy Development:** Develops and updates compliance policies and procedures to align with evolving legal and contractual standards.
- **Stakeholder Collaboration:** Acts as the primary liaison with government agencies and educational institutions to address compliance issues and resolve contractual concerns.





- **Training and Education:** Provides training to internal teams on compliance policies, contract requirements, and regulatory changes to ensure consistent understanding and adherence.
- **Issue Resolution:** Manages contract-related disputes and compliance issues, working closely with legal and operational teams to develop and implement solutions.
- **Performance Monitoring:** Tracks contract performance against compliance standards and SLAs, ensuring alignment with client expectations and contract terms.
- **Compliance Leadership:** Managed compliance for **multi-million-dollar SLED contracts** across multiple states, ensuring consistent adherence to contract terms and regulatory requirements.
- **Audit and Corrective Action:** Successfully addressed audit findings and implemented corrective action plans that improved compliance scores and reduced operational risks.
- **Contract Administration:** Provided oversight for contract modifications, amendments, and renewals, ensuring all changes aligned with legal and regulatory standards.
- **Training and Communication:** Delivered compliance training to over **100+ staff members** across multiple locations, improving understanding of compliance protocols and reducing errors.
- **Client Satisfaction:** Strengthened relationships with state and local agencies by ensuring timely and accurate compliance reporting, enhancing TSCTI's reputation as a reliable staffing partner.

Education, Certification & Training:

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

Professional Experience:

Clients she is currently servicing include, Department of Management Services, the state of NJ, Commonwealth of VA, Palm Beach County, FNDY. For these agencies, she is responsible for:

- Reviews analyse, recommends, manages, and implements enterprise-wide MSP Program processes to ensure operational efficiency and consistency
- Implements MSP Program processes specific to each MSP Program
- Reviews analyse, recommends, manages, and implements MSP Program-specific initiatives and projects
- Reviews analyse and recommend compliance processes for MSP Programs audits as well as tracking and reporting audits
- Provide quality control for MSP Program reporting data
- Responsible for overseeing operational management and Program delivery for State MSP Program
- Ensure Service Level Agreements (SLAs) are met during the full life cycle of the Contingent hire process
- Serve as an escalation point on all Program related issues and recommend resolution
- Assist with deployment, implementation, and growth strategies.

Prior Experience

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





Jagan - Implementation Manager

Summary: Jagan brings 20+ years of technical project management experience and more than 12 years of experience in leading client-facing implementation initiatives, and the development, implementation, and operation of large-scale VMS systems. He holds strong experience in engaging with clients, understanding their business processes to best deliver "their business" training. He is an expert in conducting post-implementation reviews to ensure system optimization and customer satisfaction. He possesses an in-depth understanding of a wide array of applicant tracking and vendor management tools such as but not limited to, vector VMS, Beeline, Covendis, CONREP, Job Diva, and PCRecruiter. His background includes implementation-specific assignments with numerous public sector entities, including some of the leading state clients. Most recently, he supported The State of New Jersey MSP project, where he acted as Technical Liaison in transitioning the State's old VMS to Vector VMS.

Education, Certification & Training:

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

Professional Experience:

22nd Century Technologies, Inc., March 2007 – Present

Implementation Manager

During his time in TSCTI, he has been involved in various MSP contracts. As an Implementation expert, he is accountable for regular communications with key stakeholders and reviewing project deliverables to confirm the completeness, quality, and compliance with established project standards. Some of his relevant client engagements are as follows:

Project #1 – The State of New Jersey

The program was implemented in Jun 2018 with the goals of reducing costs, adding value, enhancing resource quality, improving resource retention, and gaining greater command and control through a centralized database and reporting system. Jagan acted as a Vector VMS SME, performing the following

Responsibilities:

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

Project #2 – The City of Phoenix

Responsibilities

- Provide technical and functional consulting support to the city during the implementation of the Job Diva suite.
- Develop solution based on City requirements and knowledge of Job Diva application components, capabilities, and limitations.
- Support the City's efforts in developing a solution roadmap to support City's immediate and long-term staffing objectives.
- Provide active support and engagement in CoE development, and knowledge transfer activities.
- Provide Job Diva SME support for business development activities.

Project #3 – Freealliance.com LLC

TSCTI has engaged with FreeAlliance to support its staffing and recruiting activities. Acting as an Implementation Manager for CONREP tool, Jagan was responsible for overall training and operation. He worked with business functions to define and understand requirements for new business processes and policies.





Responsibilities

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

Outline Systems, Inc., Implementation Lead

Responsibilities

- Consult with client users to identify the proper data mapping process for the conversion. Provide instruction to clients on proofing and analysing data conversions.
- Create custom reports or customize existing reports to satisfy client requirements. Play an active role in troubleshooting client issues and/or work with the Support or Development departments to resolve them.
- Keep up to date on administrative tasks such as documenting client issues, communicating agendas, submitting trip reports, timesheets, and weekly expense reports, and updating systems-related client activity.
- Assist QA staff with product testing or modification testing as required.





Annie S. Joseph, Account Manager/ Program Management Officer – SLED Contracts

Summary: A results-driven Account Management Officer with extensive hands-on experience in the non-IT sector, specializing in Temporary Staffing Services. Proven track record in interfacing with clients to determine staffing requirements, including the number of hires, positions, job descriptions, and compensation for both short-term and long-term temporary employees. Skilled in sourcing and interviewing candidates to assess qualifications, character, and work ethic, ensuring the selection of the most suitable candidates. Key strengths include:

- **Client Relationship Management:** Develop and maintain strong relationships with clients through regular one-on-one meetings with contract managers to ensure satisfaction and address concerns promptly. Proficient in following up with clients to evaluate employee performance and gather feedback.
- **Recruitment and Outreach:** Collaborate with local Career Centres to host hiring events and participate in job fairs to expand recruitment efforts. Proficient in sourcing resumes and selecting top-qualified candidates.
- **Full-Service HR Administration:** Manage end-to-end HR processes, including in-person and online onboarding, training, terminations, and account management resolutions. Skilled in delivering comprehensive onboarding procedures and facilitating new hire orientations.
- **Temporary Staffing Program Expertise:** Well-versed in all aspects of the Temporary Staffing Services Program, including daily requisition management, candidate pre-screening, onboarding and off-boarding, timesheet oversight, invoice management, and auditing subcontractor performance.
- **MSP/VMS Expertise:** Extensive experience working with MSP/VMS-driven clients, ensuring seamless requisition management and subcontractor coordination.
- **Analytical and Problem-Solving Skills:** Demonstrated ability to quickly analyse complex problems and develop effective solutions.
- **Communication and Interpersonal Skills:** Excellent communication skills with a proven ability to manage client expectations and maintain high levels of client satisfaction.

Dedicated to maintaining proactive relationship management and ensuring client satisfaction through effective staffing solutions and exceptional service delivery.

Education and Certification

- Bachelor's degree in history

Professional Experience:

22nd Century Technologies, Inc. - Account manager

Responsibilities:

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





- Strong network and hold with Third Party Suppliers and negotiate wage rates and other terms and conditions of employment with candidates/suppliers and gain commitment from candidates for current job requirements.

Ashley T. Song, Account Manager/ Program Management Officer- SLED Contracts

Summary: Dynamic and results-driven administrative professional with extensive expertise in full-cycle recruiting, **temporary staffing coordination**, and workforce planning. Proven ability to manage **hiring projects from inception to completion** with a focus on **temporary and contract-based roles**, ensuring compliance with HR policies and optimizing recruitment strategies to meet both **short-term and long-term organizational needs**.

Key Strengths Include:

- **Temporary Staffing Expertise:** Skilled in managing temporary staffing projects, including sourcing, interviewing, and onboarding candidates for **short-term, long-term, and contract-based roles** across various industries. Proven track record in maintaining a pipeline of pre-vetted candidates to address urgent staffing needs efficiently.
- **Full-Cycle Recruiting:** Adept at handling the entire recruitment process, from **job posting and resume sourcing to interviewing and offer management**, ensuring a seamless and positive candidate experience.
- **Staffing Coordination:** Experienced in coordinating with **cross-functional hiring teams** and utilizing **MSP/VMS platforms** to streamline staffing requests, monitor requisition status, and ensure timely placements.
- **Compliance and Workforce Planning:** Proficient in aligning staffing strategies with **federal and state regulations**, including wage and hour laws, workers' compensation, and EEO compliance. Skilled in **workforce planning** to predict staffing needs based on organizational growth and project demands.
- **Employer Branding and Recruitment Events:** Demonstrated ability to enhance employer branding through **strategic hiring initiatives**, social media presence, and recruitment marketing. Experienced in organizing **job fairs, hiring events, and partnerships with local Career Centres** to attract top talent for temporary positions.
- **Process Optimization:** Skilled in **analysing recruitment metrics** to identify areas for improvement, reduce time-to-hire, and enhance staffing efficiency through **automated screening tools and applicant tracking systems (ATS)**.
- **Client and Candidate Relations:** Excellent communication and relationship management skills, ensuring high levels of **client satisfaction** and positive candidate experiences throughout the staffing process.

Proven track record in **implementing strategic hiring solutions** that drive workforce success, improve retention rates, and support the organizational mission through effective **temporary staffing solutions**.

Education and Certification

- B.S. Strategic Communications

Professional Experience:

22nd Century Technologies, Inc. – Account manager

Responsibilities:

- **Sourced and recruited diverse talent** to align with both company and client cultures and objectives, ensuring a high-quality candidate pool for various temporary and permanent roles.
- **Facilitated comprehensive new hire onboarding**, including background checks, employment screenings, and orientation sessions, to ensure smooth transitions for new hires while maintaining compliance with legal and organizational standards.
- **Managed and maintained accurate HR files, records, and documentation**, enhancing transparency, compliance, and overall organizational efficiency.





- **Coordinated and executed special events** such as benefits enrolments, career fairs, and employee engagement initiatives, showcasing strong organizational skills and the ability to effectively communicate with both internal teams and external audiences.
- **Streamlined HR processes** by identifying areas for improvement, contributing to enhanced operational efficiency and a positive employee experience.

Michel Bright, Recruitment Manager

Summary: Michel is an experienced, disciplined, team-player and highly motivated Recruitment Manager with over 18 years of experience, accomplished and fluent communicator with strong investigation, problem-solving and decision-making skills, combined with a pragmatic approach and sound business acumen. She is highly accomplished with a verifiable track record in fields such as analysis and gathering, business process mapping and the development of interactive prototypes. Profound experience in non-technical and technical recruitment, possess strong technical/business knowledge and understanding of technical requirements; deep sourcing skills and experienced in sourcing candidates: excellent candidate assessment skills. Partner with hiring managers to understand the skills and background required for each opportunity Focused on the recruitment at all levels. In – depth and practical understanding of best recruiting practices and procedures. Expertise in recruiting for several transit contracts, government agencies across 50 State. Meet established hiring targets and maintain compliance with established reporting structure. Expertise in Contracts on Full time, Corp-to-Corp, 1099 or W2 candidatures. Develops strong relationship with client and candidate and maintains communication with both. Provides information about opportunities, services, and resources.

Core Competencies:

- Expert in the recruitment process and resource management, sourcing strategies, recruitment process improvement and up gradation and compliance management.
- Teach how to drive and managed the entire recruiting process starting with identifying the requirement, posting positions on the internet/ intranet, job boards, etc., sourcing resumes, finding and screening candidates to extending the offers and closing the positions successfully to the juniors.
- Handles entire resource operation fulfilment functions for Global Delivery Centre.
- Team Building and Management.
- Expertise in in-house recruitment & placing H1B candidates on Bench with different skill sets.
- Interacts with Hiring Manger of End Client and discusses the requirements with the team and the sourcing needs of them and fulfilling them.
- Expert in recruitment at times using Dice, Monster, and other job portals.
- Has recruited employees successfully on up to 40 staffing contracts.
- Additional skills include Job Diva, C-Pas, Web Pas, Lotus Notes, Monster, DICE, Net-Temps, Jobs Ahead and other Software and Tools related to Recruitments, MS Office, MS Outlook, and MS Excel.

Education & Certification

- B.A. in Human Resources Management
- SHRM-CP Certified Professional

Professional Experience

22nd Century Technologies Inc., Mclean, VA, Sep 2012 – Present

Clients Engagement: State of California, County of Orange, CA, Metropolitan Water City of Southern California, Los Angeles County Library, State of California Superior Court of Los Angeles, City of Portsmouth, VA, Fairfax County Public Schools, VA, Hampton Road Transit, VA, Virginia Housing Development Authority.

Role Played: Recruitment Manager

Responsibilities:





- Responsible for gathering requirements, using surveys, interviews, use cases, site visits, and requirement workshops.
- Liaise with the executive team to establish recruitment goals - Establish clear recruitment guidelines that are in line with corporate goals. As a hiring manager will have insight into overstaffing or understaffing problems.
- Evaluate current recruiting procedures to determine whether they can be modified for increased efficiency and effectiveness.
- Modifying current recruiting procedures or developing new procedures as needed.
- Monitoring key recruitment metrics to identify and resolve issues affecting recruiting procedures.
- Research and update recruitment procedures - Make sure recruitment processes reflect a broader hiring strategy. Stay up to date on labour legislation and adjust the hiring approach as necessary.
- Supervising and providing overall guidance to the recruitment team. Evaluating the performance of the recruitment team.
- Regularly attending conferences, seminars, job fairs, and other industry events to network and develop long-lasting professional relationships.
- Liaising with company department heads to anticipate and plan for future recruitment needs.
- Reviewing and selecting suitable job advertising options.
- Conducting interviews with job applicants and creating a shortlist of suitable candidates.
- Uses Rational Requisite Pro to document requirements, associated change requests with requirements and connected requirements with use cases.
- Provide reports on the project schedule to the Account Manager, as well as supporting other team members to ensure project success.
- Scrutinize information gathered from multiple sources, reconcile conflicts, decompose high-level information into details and distinguish user requests from the underlying true needs.
- Balances multiple priorities and deadlines.
- Write and support the development and formatting of various technical documents such as process characterization and process description reports.
- Forecast future hiring needs - Use data analytics to stay on top of current vacancies and potential openings to minimize the costs of an unfilled position.





10.7.3. *Current or former employees. If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.*

Reply: TSCTI confirms that we do not currently employ any individual who is a current employee of an agency of the State of Nevada or any person who has been an employee of an agency of the State of Nevada within the past two (2) years who would be performing or producing the services under this contract.

10.7.4. *Exclusions. All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.*

Reply: TSCTI confirms that we accept all conditions and provisions of this solicitation as stated, without any exclusions. TSCTI acknowledges that all terms and conditions are incorporated by reference into our response. If any exclusions or modifications become necessary, we will provide them in writing at the time of submission.

10.8. Subcontractors

10.8.1. *Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.*

Reply: TSCTI confirms that we do not intend to engage subcontractors to provide services under this contract. All services will be directly provided by TSCTI's internal team and resources.

Should the need to engage subcontractors arise during the term of the contract, TSCTI will notify the State of Nevada, obtain prior approval, and ensure that all subcontractors meet the contract's requirements and standards.

10.8.2. *Vendor shall disclose all proposed subcontractors. Response should include a vendor information response form for each proposed subcontractor.*

Reply: TSCTI confirms that we do not intend to use any subcontractors for the services outlined in this solicitation. All services will be performed directly by TSCTI's team.

If the need to engage subcontractors arises during the contract term, TSCTI will disclose all proposed subcontractors, provide the required vendor information response form for each subcontractor, and obtain prior approval from the State of Nevada.

10.8.3. *Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.*

Reply: TSCTI confirms that we do not intend to engage subcontractors for this contract.

If subcontractors are engaged in the future, TSCTI will ensure that no subcontractor commences work until all required insurance documentation is provided and verified in compliance with the contract terms and the State of Nevada's requirements.

10.8.4. *Vendor shall certify that subcontractors comply with mandatory minimum requirements except contract responsibility.*

Reply: TSCTI confirms that we do not intend to use subcontractors for this contract.

If subcontractors are engaged in the future, TSCTI will certify that all subcontractors comply with the mandatory minimum requirements outlined in the solicitation, except for contract responsibility, which will remain solely with TSCTI.

10.8.5. *Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.*





- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained
- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

Reply: TSCTI confirms that we do not intend to use subcontractors for this contract.

10.9. Confidential business information

10.9.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

Reply: TSCTI acknowledges that the information requested in this section is designated as confidential business information under NRS 333.020(5)(b) and will not be considered public information pursuant to NRS 333.333. TSCTI will comply with all confidentiality requirements outlined in the solicitation and ensure that any confidential business information provided is appropriately marked and handled in accordance with State of Nevada guidelines.

10.9.2. This information should be submitted as a separate attachment, flagged as confidential in nevadaepro.com.

Reply: Not Applicable. TSCTI confirms do not have any information flagged as confidential.

10.9.3. Dun and Bradstreet number. Vendor shall provide their Dun and Bradstreet Number.

Reply: TSCTI's DUNS No. is provide below:

DUNS No:	028619588
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10.9.4. Disclosure. Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

Reply: TSCTI confirms that there are **no significant prior or ongoing contract failures, contract breaches, civil or criminal litigation, or investigations pending** involving TSCTI in which the company has been judged guilty or liable. TSCTI maintains a strong record of contract performance and compliance with all applicable laws and regulations.

10.9.5. Conflict of interest. Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall result in disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Reply: TSCTI confirms that there are **no existing or potential conflicts of interest** related to the performance of the contractual services resulting from this solicitation. TSCTI affirms that it has not given, nor intends to give, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant, employee, or representative of the State of Nevada in connection with this procurement. TSCTI is committed to full transparency and compliance with all conflict-of-interest regulations.

10.9.6. Client references

A. Vendor shall provide reference questionnaire attachment to client references from similar projects performed for private or public sector clients within the last five years.

B. The single point of contact must receive at least three complete reference questionnaire documents directly from the client references via email.





- C. The purpose of these references is to document relevant experience and aid in the evaluation process.
D. Reference questionnaire will not be accepted directly from proposing vendors.
E. Client references shall not be requested from the contracting agency.
F. The State will not disclose client references but may confirm if a reference questionnaire has been received.
G. The State reserves the right to contact client references during evaluation or negotiations.

Reply: TSCTI confirms compliance with the client reference requirements outlined in Section 10.9.6:

- TSCTI will provide the reference questionnaire attachment to client references from similar projects performed for both private and public sector clients within the last five years.
- TSCTI will ensure that at least three complete reference questionnaires are submitted directly from the client references to the designated single point of contact via email.
- TSCTI understands that references are intended to document relevant experience and aid in the evaluation process.
- TSCTI acknowledges that reference questionnaires will not be accepted directly from the proposing vendor and will not request references from the contracting agency.
- TSCTI recognizes that the State will not disclose client references but may confirm receipt of the reference questionnaires and may contact references during the evaluation or negotiation process.

Furthermore, TSCTI has shared the reference questionnaire attachment with the references which have responded directly to the single point of contact for Nevada State Purchasing Division (Annette Morfin, via email at amorfin@admin.nv.gov).





F. Response to Scope of work

3.1. General Information

3.1.1. *This solicitation is soliciting proposals from Temporary Employment Companies to provide services relating to administrative and office support. These services are on an as needed basis and upon request from State agencies and political subdivisions.*

Reply: TSCTI confirms compliance with the requirement to provide administrative and office support services on an as-needed basis for State agencies and political subdivisions. TSCTI has over 27 years of experience in delivering temporary staffing solutions to government entities, including state, local, and federal agencies.

Our comprehensive staffing approach includes:

- Sourcing and placing highly qualified administrative and office support professionals.
- Maintaining a large pool of pre-vetted candidates to meet urgent staffing needs promptly.
- Ensuring compliance with state and agency-specific requirements.
- Providing scalable solutions to adjust to fluctuating staffing demands.

TSCTI is committed to delivering reliable and efficient temporary staffing services, ensuring that State agencies and political subdivisions receive high-quality support when needed.

3.1.2. *The awarded vendor will be responsible for hiring, firing, taxes, workers' compensation, sick leave and paid time off (PTO), etc. for temporary assigned individuals who are not employees of the State of Nevada.*

Reply: TSCTI confirms compliance with the requirement to assume full employer responsibility for temporary staff assigned under this contract. TSCTI will be responsible for all employer-related obligations, including but not limited to:

- **Hiring and Termination** – Managing the recruitment, selection, onboarding, and termination processes in accordance with state and federal employment laws.
- **Payroll and Taxes** – Processing payroll and ensuring compliance with all applicable federal, state, and local tax requirements.
- **Workers' Compensation** – Providing workers' compensation coverage and managing any related claims.
- **Sick Leave and PTO** – Administering sick leave and paid time off (PTO) benefits in compliance with Nevada labor laws and contractual terms.

TSCTI has extensive experience managing employer responsibilities for temporary staff across similar government contracts and will ensure full compliance with all employment-related obligations under Nevada law.

3.1.3. *The State will not guarantee any minimum level of usage for any resulting contract(s) under this RFP.*

Reply: TSCTI acknowledges that the State of Nevada will not guarantee any minimum level of usage for any resulting contract(s) under this RFP. TSCTI understands and accepts this condition and remains committed to providing high-quality temporary staffing services on an as-needed basis, regardless of the volume of requests. Our scalable and flexible staffing model allows us to respond effectively to varying levels of demand, ensuring consistent service delivery without dependency on minimum usage guarantees.

3.1.4. *Vendors are encouraged to research positions that are commonly staffed under the class specification sections of the following link:*

Reply: TSCTI acknowledges

3.1.5. *Classes with the most use can be found under sections 2.000, 4.000, and 7.000. When researching class specifications, the pay grade is listed once vendors have selected the section.*

Reply: TSCTI acknowledges





3.1.6. Vendors are encouraged to visit the hr.nv.gov website for current pay rate information at the following link.

Reply: TSCTI acknowledges

3.1.7. State agencies may refer a person to be hired to the contractor to sign up to perform specific services needed or a request for the contractor to recruit and provide the temporary employee.

Reply: TSCTI acknowledges and accepts that State agencies may either refer a person to be hired or request the contractor to recruit and provide a qualified temporary employee for specific services. TSCTI's recruitment process is designed to be flexible and responsive, allowing for seamless integration of referred candidates while maintaining high standards of vetting and onboarding. For referred candidates, TSCTI will conduct necessary background checks, compliance verification, and onboarding to ensure they meet the State's requirements. For recruitment requests, TSCTI will leverage its proprietary database of over 5.5 million pre-vetted resumes and 300+ domain-specific recruiters to promptly source and place qualified candidates.

3.1.8. Upon notification from the agency, the selected contractor will provide expedient temporary employment services. An e-mail or telephone call from the agency will constitute a request for service. Provide your website address for ordering and monitoring activity and indicate which is the desired method.

A. The agency reserves the right to interview the candidate to determine their qualifications for the required position.

B. The agency may reject and/or remove any individual who does not meet the requested experience or is deficient in the performance of the assignment.

Reply: TSCTI confirms its ability to provide expedient temporary employment services upon notification from the agency via email or telephone. Our streamlined process ensures rapid response to agency requests, with an average response time of less than 24 hours.

- **Centralized Email Ordering and Monitoring:** Agencies can submit and monitor requests through our dedicated centralized email at sledproposals@tscti.com. It allows agencies to track order status, candidate submissions, and fulfillments progress in real time. Therefore, email will be the preferred method for initiating service requests.
- **Candidate Screening and Qualification:** TSCTI acknowledges the agency's right to interview and assess candidates before final placement. Our recruitment team will work closely with the agency to schedule interviews and address any concerns regarding candidate qualifications.
- **Candidate Replacement:** If a candidate is found deficient or unsatisfactory in performance, TSCTI will promptly provide a qualified replacement at no additional cost within four hours of notification, ensuring minimal disruption to agency operations.

3.1.9. Agencies may select the contracted vendor within their geographic region based on the preference of the agency.

Reply: TSCTI acknowledges that agencies may select the contracted vendor within their geographic region based on agency preference. TSCTI's extensive national presence, including coverage across Nevada, enables us to respond promptly to agency requests within the specified region. Our local recruiting teams and talent pool allow us to provide regionally tailored staffing solutions, ensuring compliance with local regulations and alignment with agency needs.

3.1.10. Multiple contracts may be contacted to fill the same position, or they may just contact one of the contracted vendors.

Reply: TSCTI acknowledges that multiple contracts may be contacted to fill the same position, or the agency may choose to contact only one of the contracted vendors. TSCTI is fully prepared to respond promptly and competitively to such requests, leveraging our robust recruitment infrastructure and extensive candidate pool to provide qualified temporary staff efficiently. Our ability to quickly source and deploy candidates ensures that we remain a reliable staffing partner regardless of the competitive nature of the contract.





3.1.11. *As a result of this RFP, if contracts are awarded to new vendors, any long-term assignments will be required to transition to the new contracts.*

Reply: TSCTI acknowledges that any long-term assignments will be required to transition to the new contracts if new vendors are awarded contracts as a result of this RFP. TSCTI has extensive experience in managing smooth transitions of personnel and contract responsibilities. Our transition strategy includes clear communication with stakeholders, compliance with contractual obligations, and minimal disruption to ongoing services. We are prepared to work closely with the State and any newly awarded vendors to ensure a seamless transfer of assignments while maintaining service quality and operational continuity.

3.2. Temporary Assignment Responsibilities:

Proposing vendors will need to respond to any section that will give the State a better understanding of the services they can provide.

3.2.1. Agency Responsibilities

A. Prior to contacting the contracted vendor(s) the agency is responsible for defining details of the request. This will include, but is not limited to:

- 1. Number of individuals needed,*
- 2. Job duties,*
- 3. Equipment to be used,*
- 4. Knowledge, skills and experience,*
- 5. Computer software to be used,*
- 6. Hours of work,*
- 7. Expected length of assignment,*
- 8. Job related attire,*
- 9. Position location,*
- 10. Agency contact person, and*
- 11. Other pertinent job-related information.*

Reply: TSCTI acknowledges and accepts the agency's responsibilities as outlined in Section 3.2.1 of the solicitation. TSCTI will collaborate closely with the agency to ensure that all job requests are accurately fulfilled based on the defined details from 1-11.

TSCTI's Account Manager will serve as the primary point of contact to coordinate with the agency, ensuring that all staffing requirements are met efficiently and accurately.

B. Depending on the amount of detail required, it is recommended that the using agency submit this information in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.

Reply: TSCTI acknowledges and accepts the recommendation that agencies provide detailed staffing requests in writing via email. TSCTI will encourage agencies to submit detailed job requirements in writing to minimize the possibility of an inappropriate temporary assignment. Our Account Manager will review all requests to confirm understanding and accuracy before initiating the recruitment and placement process.

C. The agency is responsible for requesting additional background investigations (if required) beyond normal references prior to the temporary assignment.

1. Should an additional background check be required due to the nature of the assignment, the agency may be responsible for the cost of the additional checks.

Reply: TSCTI acknowledges the agency's responsibility for requesting additional background investigations beyond standard reference checks prior to the temporary assignment. TSCTI will comply with any such requests and will coordinate with the agency to ensure that the additional background checks are completed in a timely manner. If the agency requires additional background checks beyond standard procedures, TSCTI understands that the agency may be responsible for the associated costs.





D. It is reasonable to expect employment eligibility and references will be required for all temporary employees; background checks for referrals by the State will be at the discretion of the agency.

Reply: TSCTI acknowledges that employment eligibility verification and reference checks will be required for all temporary employees. TSCTI will ensure that all temporary employees meet employment eligibility requirements through proper documentation and verification procedures. TSCTI also understands that background checks for referrals made by the State will be at the discretion of the agency, and TSCTI will comply with the agency's directives regarding such checks.

E. Standard checks which would include employment eligibility and reference checks shall be at the cost of the contractor.

Reply: TSCTI confirms that it will bear the cost of standard checks, including employment eligibility verification and reference checks, for all temporary employees. TSCTI has established processes to conduct these checks efficiently and in compliance with state and federal regulations, ensuring that all temporary employees meet the required standard.

F. Other background checks will be at the discretion of each requesting agency. Additional checks will vary by agency and may be at the expense of the employee or the requesting agency.

Reply: TSCTI acknowledges that other background checks beyond standard employment eligibility and reference checks will be at the discretion of the requesting agency. TSCTI will comply with any additional background check requirements as specified by the agency, with the understanding that the cost of such additional checks may be the responsibility of the employee or the requesting agency.

G. It is the agency's discretion if temporary employees will be allowed to start work pending successful completion of one or more of these verifications.

Reply: TSCTI acknowledges that it is at the agency's discretion whether temporary employees may begin work before the successful completion of one or more background verifications. TSCTI will adhere to the agency's decision and ensure that all verification processes are completed promptly and accurately to meet the agency's standards and requirements.

H. In lieu of the aforementioned, agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the potential temporary assignment's starting date at the agency.

1. State agencies will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.

2. Requirements for background and drug screens will vary by the individual requesting agency.

Reply: TSCTI acknowledges and agrees that agencies reserve the right to request and conduct pre-employment background checks and drug testing prior to the commencement of a temporary assignment. TSCTI will fully cooperate with the agency's requirements and ensure that any requested background checks and drug tests are facilitated promptly and accurately.

1. TSCTI understands that state agencies will limit their background checks and drug testing requirements to the same standards required for their own permanent full-time employees holding the same or similar positions. TSCTI will ensure that all temporary staff meet these standards as specified by the agency.
2. TSCTI recognizes that background and drug screening requirements will vary by the individual requesting agency. We will comply with all specific requirements outlined by the agency and ensure that temporary staff meet the necessary qualifications and clearances before commencing the assignment.

I. Due to job requirements and environment (i.e., law enforcement), hiring decisions may be partially based on the results of the background checks and/or drug tests.

Reply: TSCTI acknowledges that, due to specific job requirements and work environments (e.g., law enforcement), hiring decisions may be partially based on the results of background checks and/or drug tests. TSCTI will ensure





that all temporary staff provided for such positions meet the necessary background and drug testing criteria as outlined by the agency. We will work closely with the agency to facilitate any required screening and ensure compliance with all job-specific requirements before assignment.

3.2.2. Contractor(s) Responsibilities

A. The contractor is responsible for obtaining the information as described in Section 3.2.1, and any other information necessary to determine what job category satisfies the service request.

1. The contractor will inform the agency's contact of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.

2. Placing temporary assigned individuals out of applicable job classification is considered an abuse of the contract. Periodic checks of requests and assignments will be performed to ensure this does not occur.

Reply: Reply: TSCTI has read and comply the requirements of the section above

B. The contracted vendor(s) are responsible for conducting appropriate background and reference checks on its employees prior to any potential assignments and should be prepared to conduct more extensive background investigations when required as identified in Section 3.2.1

1. Vendors should identify in their responses the cost of additional background checks and tests.

2. Failure to provide this information will be considered "no charge" to the State for background checks and tests.

Reply: TSCTI has read and comply the requirements of the section above

C. Contracted vendors will be responsible for federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, worker's compensation, and liability insurance.

Reply: TSCTI has read and comply the requirements of the section above

D. The contracted vendors will be responsible for sick leave, paid time off (PTO) leave, etc. The State is only responsible to pay when the temporary employee is working. The State will not be charged for sick leave or PTO leave.

Reply: TSCTI has read and comply the requirements of the section above

E. The contracted vendor will be responsible for having insurance coverage for any person sent to the State as employees under their Workers' Compensation policy and provide evidence thereof.

Reply: TSCTI has read and comply the requirements of the section above

F. The contracted vendor is responsible for conducting periodic quality assurance checks with the agency's contact person to verify that the agency's requirements are being fulfilled by the temporary assigned individual.

1. At a minimum, these checks should be completed at the end of the first (1st) week of any assignment and monthly on long-term assignments.

Reply: TSCTI has read and comply the requirements of the section above

G. Temporarily assigned individuals may be changed to permanent placement if the individual elects to accept employment with the State within or outside of the contract agency. This will incur no fee to the State.

Reply: TSCTI has read and comply the requirements of the section above.

H. The State will not be responsible for the contractor's employees who voluntarily leave the contractor's employment or engage with any other company of entity.

1. The frequency of conversions to State service is unknown; however, is by no means common.

2. The State will not pay a placement or conversion fee for individuals who are a direct referral from the State.

Reply: TSCTI has read and comply the requirements of the section above.





I. The contracted vendor will have the ability to bond temporarily assigned individuals as directed by the agency. The fee for this service will be borne by the agency. Selection of the bonding insurer is at the contractor's discretion; however, each insurance policy shall be:

- 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and*
- 2. Currently rated by A.M. Best as "A-VII" or better.*

Reply: TSCTI has read and comply the requirements of the section above.

J. In the event a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official State business and authorized in writing in advance by an authorized contract agency representative.

- 1. Travel expenses must be submitted on the State's Claim for Travel Expenses form with original receipts for airfare, rental cars, parking and/or hotel receipts.*
- 2. Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site www.gsa.gov.*
- 3. The temporary assigned individual and the agency's contact person must sign the travel expense form.*
- 4. The form must be submitted with the contractor's invoice for services with the travel expense as a separate line item on the invoice.*
- 5. The type of position requiring travel will vary based on the individual agency's requirements.*

Reply: TSCTI has read and comply the requirements of the section above.

K. The contractor must provide assistance to the agencies in problem resolutions, in regard to temporary assigned individuals, at no additional cost to the State.

Reply: TSCTI acknowledges and agrees to provide **prompt and effective assistance** to agencies in resolving any issues related to temporary assigned individuals at **no additional cost** to the State.

Our dedicated Account Manager will serve as the primary point of contact for problem resolution, ensuring timely and effective communication with the agency. TSCTI will address and resolve concerns related to:

- Performance or behavioural issues
- Misalignment of skills or job fit
- Attendance and punctuality concerns
- Professional conduct and adherence to agency policies

TSCTI is committed to maintaining a high level of service and will work collaboratively with the agency to implement corrective actions and provide qualified replacements if necessary to ensure continued service excellence.

L. The contractor's temporary assigned individuals agree to be bound by the State's security regulations, policies and standards as required by the agency (e.g., Department of Corrections). This will vary based on the individual agency's requirements.

Reply: TSCTI has read and comply the requirements of the section above.

M. The temporary assigned individual will complete a weekly timesheet supplied by the contractor. The timesheet should include the following:

- 1. Name of the agency,*
- 2. Name of the temporarily assigned individual,*
- 3. Dates worked,*
- 4. Beginning and ending time,*
- 5. Number of regular hours worked each day, and*
- 6. If applicable, the number of overtime hours worked each day.*

Reply: TSCTI has read and comply the requirements of the section above.





N. The contractor shall be responsible for the proper care and custody of any State-owned personal tangible property and real property furnished for use in connection with the performance of the contract.

- 1. The contractor will reimburse the State for such property loss or damage caused by the contractor's assigned individual, with the exception, of normal wear and tear.*
- 2. The equipment used may include computers, copy machines, phones, printers, etc. Equipment may vary depending on the employee's assignments.*
- 3. Temporary assigned individuals should use reasonable care with State property; wilful or negligent actions may result in the State seeking reimbursement from the contractor.*

Reply: TSCTI has read and comply the requirements of the section above.

O. Unless specifically excluded by the agency in its description of job duties or equipment to be used, Contractor shall assume that temporary assigned individuals may drive State of Nevada motor vehicles when authorized by the agency. The contractor will be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles owned or leased by the State of Nevada.

Reply: TSCTI has read and comply the requirements of the section above.

P. It is strongly recommended that any temporary assigned individual who will be driving a State vehicle enroll in Risk Management's Defensive Driving course.

- 1. The course is held in Las Vegas, Carson City, and Reno and is a four (4) hour classroom course.*

Reply: TSCTI has read and acknowledge the requirements.

3.2.3. Staffing Requirements

A. Terms of availability or unavailability in response to a temporary assignment request are as follows:

- 1. Contractor will notify the requesting agency regarding availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.*
- 2. Contractor will notify the requesting agency regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.*
- 3. Contractor will confirm with the agency the arrival of its employee by telephone within one-half (1/2) hour after scheduled arrival time.*

Reply: TSCTI acknowledges and agrees to the following terms of availability in response to temporary assignment requests:

- **Notification of Availability for Immediate Requests:** TSCTI will notify the requesting agency regarding availability within **four (4) hours** after a request is made for services that will commence within **five (5) working days** following the request.
- **Notification of Availability for Future Requests:** TSCTI will notify the requesting agency regarding availability within **two (2) days** after a request is made for services that will commence **later than five (5) working days** following the request.
- **Confirmation of Employee Arrival:** TSCTI will confirm the arrival of its assigned employee with the agency by telephone within **one-half (1/2) hour** after the scheduled arrival time to ensure a smooth start of the assignment.

TSCTI's established communication protocols and structured response framework will ensure prompt and efficient handling of all temporary staffing requests, aligning with the agency's operational requirements.

B. Contractor is responsible to communicate with its employee the agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.

Reply: TSCTI acknowledges and accepts responsibility for communicating all assignment-related details to its temporary assigned individuals, including:

- **Hours of Work and Duration:**
 - TSCTI will clearly communicate the agency's work schedule, including start and end times, lunch breaks, and any overtime or holiday work expectations.





- Temporary assigned individuals will be informed of the expected duration of the assignment and any potential changes.
- **Location and Expectations:**
 - TSCTI will ensure that all temporary assigned individuals receive detailed information about the assignment location, including directions, access requirements, and points of contact.
 - Job expectations, including performance standards, work deliverables, and conduct guidelines, will be clearly communicated before the assignment begins.
- **Dress Code and Professionalism:** SCTI will provide specific guidance on the agency's dress code and professionalism expectations, ensuring that assigned personnel adhere to agency requirements.
- **Ongoing Support:** TSCTI will maintain open communication with both the assigned individuals and the agency to address any issues or changes during the assignment promptly.

By ensuring clear and consistent communication, TSCTI will align employee performance and conduct with the agency's expectations, fostering a productive and professional work environment.

C. All temporary assigned individuals will be appropriately dressed for the assignment and shall maintain a professional demeanour. Dress code policy is established by the individual agencies. Temporary employees must dress according to the requirements of the agency requesting the assignment.

Reply: TSCTI acknowledges and agrees to comply with the dress code and professional conduct requirements as follows:

- **Appropriate Dress Code:**
 - TSCTI will ensure that all temporary assigned individuals are informed of and comply with the dress code policy established by the requesting agency.
 - Temporary assigned individuals will receive clear guidelines regarding attire based on the agency's expectations and the nature of the assignment.
- **Professional Demeanour:**
 - TSCTI will reinforce the importance of maintaining a professional demeanour at all times while on assignment.
 - Temporary assigned individuals will be briefed on professional conduct, including punctuality, communication, and adherence to agency policies and protocols.

TSCTI's commitment to professionalism and adherence to client-specific guidelines will ensure that all assigned personnel meet the agency's standards for appearance and conduct.

D. Temporary assigned individuals should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.

Reply: TSCTI acknowledges and agrees to comply with the agency's requirements regarding the availability and replacement of temporary assigned individuals as follows:

- **Availability for Assignment:** TSCTI will ensure that temporary assigned individuals are available for the entire duration of the assignment as requested by the agency.
- **Replacement within 24 Hours:**
 - If a replacement is required, TSCTI will provide a qualified replacement within twenty-four (24) hours of notification, including weekends and holidays.
 - TSCTI's large pool of pre-vetted candidates and streamlined recruitment process will enable quick turnaround for replacements.
- **Seamless Transition:**
 - TSCTI will ensure that the replacement candidate meets the required qualifications and experience standards established by the agency.





- TSCTI will work with the agency to minimize disruption and ensure continuity of service during the replacement process.

TSCTI is committed to maintaining staffing consistency and promptly addressing any personnel changes to meet the agency's operational needs.

E. The agency reserves the right to reduce the length of the temporary assignment and will provide the contractor with as much notification as possible.

Reply: TSCTI acknowledges and agrees to comply with the agency's right to reduce the length of a temporary assignment as follows:

- **Agency Discretion:** TSCTI understands that the agency reserves the right to reduce the length of any temporary assignment at its sole discretion.
- **Notification:**
 - TSCTI acknowledges that the agency will provide as much advance notice as possible regarding any reduction in the assignment length.
 - TSCTI will promptly adjust staffing schedules and placements upon receiving such notification.
- **Seamless Transition:** TSCTI will work with the agency to ensure a smooth transition and minimize disruption to agency operations if an assignment is shortened.
- **No Penalty:** TSCTI agrees that there will be no penalty or additional charges to the agency for any reduction in assignment length.

TSCTI is committed to maintaining flexibility and responsiveness to meet the agency's evolving staffing needs.

F. Work Hours

- 1. The exact work hours for temporary assigned individuals will be determined by the agency. Normal work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State observed holidays.*
- 2. Temporary assigned individuals will work no more than eight (8) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week.*
- 3. Temporary assigned individuals will not be paid for their lunch hour.*
- 4. Temporary assigned individuals will only be paid when they are on the job.*
- 5. Agencies have the right to request temporary assigned individuals to work holidays, evening/night, weekend or shift work.*
- 6. Hours may vary per the requesting agency.*

Reply: TSCTI acknowledges and agrees to comply with the work hour requirements as specified in the solicitation:

- **Agency-Determined Work Hours:**
 - TSCTI understands that the exact work hours for temporary assigned individuals will be determined by the requesting agency.
 - TSCTI will ensure that assigned personnel are available to work the agency's specified schedule.
- **Standard Work Hours:**
 - TSCTI agrees that normal work hours will begin at 8:00 a.m. and end at 5:00 p.m. from Monday through Friday, excluding State-observed holidays.
- **Work Hour Limits:**
 - TSCTI will ensure that temporary assigned individuals will work no more than eight (8) hours per day (excluding a one-hour lunch break) and a total of forty (40) hours per week, unless otherwise requested by the agency.
- **Unpaid Lunch Hour:**
 - TSCTI acknowledges that temporary assigned individuals will not be paid for their one-hour lunch break unless the agency specifies otherwise.
- **On-the-Job Pay Only:**





- TSCTI will ensure that temporary assigned individuals are paid only for time spent actively working on the job.
- **Holiday, Evening/Night, Weekend, and Shift Work:**
 - TSCTI confirms that temporary assigned individuals will be available to work during holidays, evenings, nights, weekends, and shifts as requested by the agency.
 - Any applicable shift differentials or premium pay will be managed according to the terms outlined in the contract and the agency's specific requirements.
- **Flexible Scheduling:** TSCTI will accommodate any variations in work hours as determined by the requesting agency, ensuring full alignment with the agency's operational needs.

TSCTI is committed to providing responsive and flexible staffing solutions that meet the agency's scheduling requirements.

G. The State reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the State. Any time beyond the initial eight (8) hours of service, the temporary assigned individual is determined to be unsatisfactory; the contractor agrees to issue a credit invoice to the agency for the total charges from the time the agency notifies the contractor to request a replacement.

1. The contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the agency has the option to contact a different contractor for the service.
2. The agency shall be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling the agency's requirements.

Reply: TSCTI acknowledges and agrees to the State's right to request a replacement of any temporary employee under the following conditions:

- **No Charge for Replacement Within Eight (8) Hours:**
 - If a replacement is requested within the first **eight (8) hours** of service due to unsatisfactory performance or any other reason determined by the agency, TSCTI agrees to provide a replacement at no cost to the State.
 - TSCTI will issue a **credit invoice** to the agency for the total charges incurred during the period from the time of notification until the replacement request.
- **Replacement Within One (1) Business Day:**
 - TSCTI commits to providing a qualified replacement candidate within one (1) business day upon notification from the agency.
 - If TSCTI is unable to provide a suitable replacement within the agreed timeframe, the agency has the right to engage another contracted vendor.
- **Agency's Discretion on Satisfaction:**
 - TSCTI acknowledges that the agency shall have sole discretion in determining whether a temporary assigned individual meets performance expectations and agency requirements.
 - TSCTI will work closely with the agency to understand the reasons for dissatisfaction and ensure that the replacement candidate is better aligned with the agency's needs.

This approach reflects TSCTI's commitment to maintaining high service standards and ensuring client satisfaction.





3.3. Vendor Response to Staffing Requirements

3.3.1. Vendors must describe how they will obtain and assign temporary staffing under the contract. The vendor's policies and responses must include the following:

A. Define skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant.

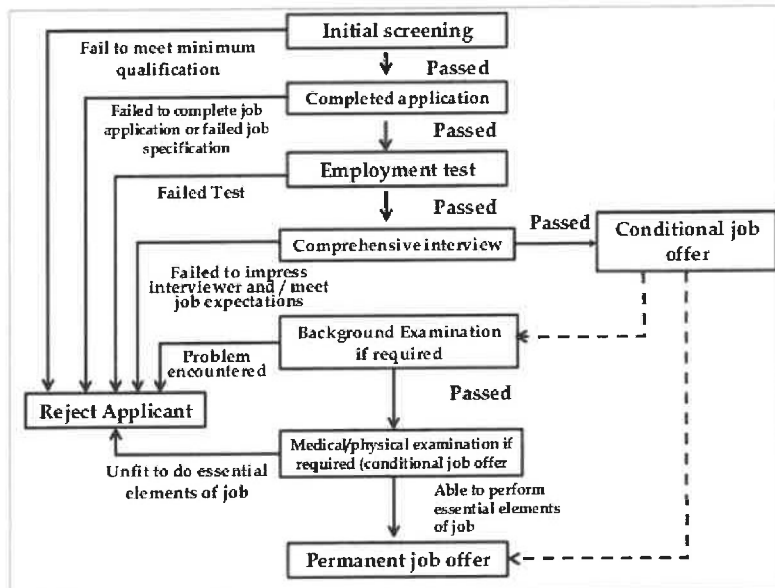
Reply: TSCTI employs a comprehensive skill testing and screening process to ensure that each applicant meets the required qualifications, experience, and suitability for the role. Our multi-layered process includes rigorous candidate evaluation through skills assessments, background checks, and reference verifications to provide the highest quality placements. Below is an outline of our approach:

Screening & Skill Testing Approach: Once TSCTI sources 5–6 qualified applicants, our comprehensive screening process is initiated to ensure that only the most suitable candidates are referred to our clients. TSCTI employs a meticulous, multi-layered screening process that combines a deep understanding of the client's environment, operational needs, and specific requirements with our extensive experience in government staffing. Our recruitment team has significant expertise supporting federal and state operations, ensuring that the personnel we provide meet the necessary qualifications and possess the right experience to succeed in the role. TSCTI's full-service Talent Acquisition Team (TAT) carefully evaluates each candidate's qualifications, verifying their experience and ensuring alignment with the client's expectations.

Following this, a Recruitment Manager conducts a resume and **candidate assessment**. Depending on the skill set and level of experience, he calls upon the Screening Experts to conduct a **thorough interview** of the candidates in line with our understanding of a client requirement. Once a candidate is cleared by the Screening Experts, the Recruitment Manager conducts a **final round** of discussion with the candidate before forwarding his resume to the Account Director.

The Account Director then **conducts assessment** of the candidate's fitment vis-à-vis a client requirement - taking into consideration the feedback (which is documented in prescribed formats – at all levels) we receive from the Recruiter, Recruitment Manager, and the Screening Expert. It is only once the Account

Manager is completely satisfied with a resume that it is presented to the client. After thorough screening of the candidate, we will propose 3 to 4 qualified candidates to the State for the final interview. While proposing the candidates, TSCTI will also provide the candidates resumes, references and a complete skill matrix of qualification. Once the candidate got selected by Agency, TSCTI will conduct the Background Check as per the requirement.



TSCTI builds and executes a quality screening process that significantly improves our chances of identifying the candidates who are the right fit for the position and who integrate well. We conduct screening at different stages such as in-person interviews, assessments and detailed reference checks. Our goal of a quality screening process is to make a successful match for our clients and therefore, we ensure to consistently provide better staffing services.





The first step in our interview methodology is short-listing of qualified resumes by Recruiters. At this stage, the Recruiters conduct **first-level screening** by juxtaposing a job description. It is also the duty of our Recruiters is to verify the contents of a resume for authenticity by conducting **reference checks** and a thorough HR evaluation by virtue of an interview.

TSCTI follows a structured screening process to verify the applicant's credentials and ensure compliance with client requirements. TSCTI assesses the candidate's fitment vis-à-vis the State's requirement through 4 phases whose description is provided below for the State's consideration:

- **Pre-screening**
- **Testing**
- **Interview**
- **Background Check**

Pre-Screening: At this stage, recruiters view the candidate profile on publicly available social media network sites like LinkedIn, Facebook, etc. This allows us to get a better understanding of the candidate's values, personality, and professional background. Recruiter will:

- Execute a comprehensive pre-screen that confirms motivation, salary, skill level, clearance, and potential team fit for client culture.
- Provide a TSCTI overview and explain benefits.
- Evaluate general aptitude.

Testing: TSCTI has prepared a variety of aptitude, personality, and skills tests and questionnaires based on our experience of decades of providing call centre support services that assess a wide variety of traits and abilities. Some of the most important tests to evaluate the candidate's job skills are described below:

- **Behavioural and Aptitude Tests:** Behavioural and aptitude tests help to gather a candidate's prior work experience, so clients know that they have the necessary skills and experience. A behavioural test investigates propensities towards certain kinds of behaviour and styles of interaction with clients. In behavioural tests, we can provide constructive feedback which directly informs the way a candidate behaves in the workplace.
- **Skill Check:** Conduct detailed interviews, check effective communication, leadership, creativity, analytical thinking, and problem-solving capability over a multitude of performance areas to see if they fit.
- **Evaluate command on software programs such as Word, Excel, PowerPoint, etc.:** General computer knowledge test by our trained recruiters along with online typing test involving word processing, database, and spreadsheet software (checking speed and accuracy).
- **Evaluate General Clerical Aptitude and accounting knowledge:** General intelligence and clerical aptitude test involving multiple-choice questions include basics of general clerical duties, accounting, numerical aptitude, general English, and general knowledge questions.

Testing Panel also focuses on the following testing as given below.

- **Experience Test:** In this testing phase, the testing panel discusses candidates past experiences — accomplishments and challenges alike — to discover skills that will enable them to thrive on the client project. In this phase, the testing panel identifies the most important past experiences in a detailed way, focusing on a candidate's specific role and key actions that can be critical to success.
- **Case Test:** TSCTI believes that the best way to assess candidate problem-solving skills is to discuss a real client's business problem with the candidate to help us understand that how a candidate can:
 - Structure a tough, often ambiguous, business problem
 - Decide which issues are important to focus on
 - Deal with facts and data and their implications (numerical and otherwise)
 - Formulate conclusions and recommendations to solve the problem.
 - Articulate thoughts during a fast-moving discussion
- **Problem-solving Test:** As a complement to our case interview, we ask the candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of questions, based on real client cases, with no business





background.

Interview: The interview comprises an in-depth assessment of each candidate's skills and abilities, proven past performance, attitude, career goals, motivations, and aspirations. Our Account Manager/SMEs creates a checklist of qualifications questions on each skill set required to quickly ask the consultant over the phone. By obtaining an immediate quick answer we can determine the candidate's proficiency on the subject. This helps determine the level of the consultant's knowledge as well as the extent of understanding. TSCTI's priority is to conduct an in-person interview with our team of SMEs. If it isn't possible for a consultant to be present at an in-person interview, we conduct a video interview.

- **Telephone Interview:** After a thorough resume review, our Account Manager performs a telephone interview to determine how their current and previous work experiences are relevant to our client's primary needs. Our SMS asks about employment history, training and education, expected wages, travel preferences, and if they're willing to submit to a drug screen and background check.

In-person/Skype Interview: The selected candidate has a face-to-face with a staffing professional to go more in-depth into their resume. Previous work experience, primary skillsets, salary history, and future goals are all covered in these interviews.

Background Check: At TSCTI, we have a well-defined and documented Background Check Policy to perform as pre-employment checks at its own cost. Under this policy, based on the State's requirement candidates are subjected to fingerprinting, Department of Homeland Security and Transportation Security Administration Security Threat Assessments, and a Federal Bureau of Investigations Criminal Background Check. TSCTI can do additional background checks to verify education, employment, professional licenses, certifications, or other credentials required by the job title for any position for which the Authority deems further checks necessary. If the candidate is selected by the State's, an independent third-party agency will perform a background check on the selected candidates on behalf of TSCTI. For background check and drug screening we have done teaming with Sterling, CareerBuilder Employment Screening and Quest Diagnostics. The candidate is notified and is required to sign a consent and authorization form as to the procedures set forth in our Background Check Policy. We notify the State's in writing regarding the result of the background checking conducted for a candidate. The candidates successfully clearing the background check to proceed to join the State's.

- **Reference and Background Checks:** TSCTI conducts comprehensive reference and background checks to verify the candidate's professional and personal background:
 - **Reference Checks** – TSCTI contacts previous employers and professional references to validate the candidate's work history, performance, and reliability.
 - **Criminal Background Checks** – Depending on the position and client requirements, TSCTI conducts local, state, and federal background checks.
 - **Education and Employment Verification** – All educational credentials and previous employment are verified for authenticity and accuracy.
 - **Drug and Alcohol Screening** – For safety-sensitive and high-security roles, candidates undergo pre-employment drug and alcohol testing.
 - **Credit History Check** – When required for financial or sensitive positions, credit checks are conducted in compliance with local laws and client requirements.
 - **Security Clearance Verification** – For roles requiring government security clearance, TSCTI verifies existing clearances and assists candidates in obtaining new clearances when necessary.

B. Describe any benefits and incentive programs, as well as skill enhancement opportunities which are available to assignable staff.

Reply: At TSCTI, we recognize that employees play a pivotal role in the success of any business. To ensure we attract and retain top talent, we have implemented a comprehensive "Hire and Retain" Program developed and





managed by our Human Resources (HR) Department. Our approach focuses on motivating and retaining a highly skilled workforce through strategic staff development, competitive benefits, and performance-based incentives.

Comprehensive Talent Acquisition and Retention Strategy

TSCTI adheres to well-defined staff development policies designed to empower employees and provide them with the resources they need to succeed. Our program includes:

- **Virtual Assistants** – Offering administrative support to help employees focus on core responsibilities.
- **Talent Transformation Sabbaticals** – Providing opportunities for employees to take structured breaks to recharge and develop new skills.
- **Expert Guidance for Fast-Track Growth** – Offering career coaching and skill-building opportunities to accelerate professional growth.
- **Democratic Empowerment** – Encouraging employee participation in decision-making to foster a sense of ownership and engagement.

Commitment to Employee Success

We believe that our success stems from the dedication and expertise of our consultants. Therefore, we are committed to compensating them fairly and providing a supportive work environment. While we value the importance of a rigorous pre-employment selection process, we also emphasize:

- Extensive training and professional development programs.
- Strong management support to ensure employees have the tools and guidance needed to excel.
- A structured performance evaluation and feedback process to encourage continuous improvement.

Competitive Employee Benefits and Incentives

Our comprehensive employee benefits and incentive programs are designed to enhance job satisfaction and long-term retention. We offer flexible health benefit options that allow contingent staff to select plans that best meet their personal and family needs. Our family-friendly policies and programs help employees balance their personal and professional lives effectively.

Depending on eligibility and years of service, benefits include:

- Health insurance (medical, dental, and vision)
- Retirement savings plans (including 401(k) with employer match)
- Paid time off (vacation, sick leave, and personal days)
- Performance-based incentives and bonuses
- Professional development and certification reimbursement
- Employee assistance programs (EAP)
- Childcare assistance and parental leave
- Recognition awards for outstanding performance and service

Through this holistic approach to talent acquisition, employee engagement, and career development, TSCTI ensures that our workforce remains motivated, highly skilled, and dedicated to delivering exceptional results.

Health and Wellness		
Affordable Care Act (medical, dental, and vision)	Dependent care assistance plan	Employee Assistance Program
Short-term and long-term disability	Business travel accident insurance	
Retirement & Pecuniary Benefits		
Performance-based bonuses	Employee referral award program	401(k)
Education and training assistance	Relocation assistance	
Time-Off Benefits		
State & Federal holidays	Paid time offs	Sick leave
Child Care Leaves	Maternity benefits	Holiday

Skill Enhancement Opportunities for Assignable Staff: At TSCTI, we are committed to the continuous professional growth and development of our staff. We recognize that providing skill enhancement opportunities not only improves job performance but also increases employee satisfaction and retention. Our comprehensive training and development programs are designed to empower our staff with the knowledge and expertise needed to excel in their roles and adapt to evolving industry demands.





- **Structured Training Programs:** We offer a variety of structured training opportunities to ensure that assignable staff are well-prepared to meet the specific requirements of each assignment:
 - **Onboarding and Orientation** – A comprehensive orientation to familiarize staff with the client's work environment, expectations, and operational guidelines.
 - **Job-Specific Training** – Focused training sessions tailored to the technical and functional requirements of each role.
 - **Compliance and Safety Training** – Industry-specific compliance, safety protocols, and regulatory standards training to ensure adherence to guidelines.
- **Professional Development and Certification:** To support career progression and enhance technical capabilities, TSCTI offers:
 - **Reimbursement for Professional Certifications** – Covering the cost of industry-recognized certifications and continuing education programs.
 - **Access to Online Learning Platforms** – Providing employees with access to thousands of courses in areas such as project management, IT, leadership, and communication skills.
 - **Cross-Training Opportunities** – Encouraging staff to develop diverse skill sets by working in different functional areas or on varied projects.
- **Career Advancement and Mentoring:** TSCTI fosters a culture of growth through career planning and mentoring:
 - **Career Pathing and Progression Planning** – Creating customized career development plans based on individual skills and professional goals.
 - **Mentoring and Coaching** – Pairing employees with experienced mentors to provide career guidance and professional advice.
 - **Leadership Development Programs** – Offering targeted programs to prepare staff for future leadership roles within the organization.
- **Soft Skills and Leadership Training:** In addition to technical expertise, TSCTI emphasizes the importance of soft skills and leadership capabilities:
 - **Communication and Conflict Resolution Training** – Enhancing interpersonal skills and effective problem-solving.
 - **Team Building and Collaboration** – Conducting workshops to strengthen teamwork and foster a positive work environment.
 - **Customer Service Training** – Ensuring that staff understand and meet client expectations with professionalism and efficiency.
- **Feedback and Performance Improvement:** We maintain a structured performance feedback system to identify skill gaps and create targeted development plans:
 - **Regular Performance Reviews** – Conducting periodic reviews to assess progress and provide actionable feedback.
 - **Individual Development Plans (IDPs)** – Tailoring training and development strategies based on performance reviews and career goals.

By offering these skill enhancement opportunities, TSCTI ensures that assignable staff are equipped with the right tools and knowledge to deliver high-quality services and excel in their respective roles.

C. Explain the manner in which job assignments/job matching will be determined.

Reply: TSCTI follows a structured and proven process to ensure accurate job assignment and matching for temporary staffing needs. Our job matching process includes the following steps:

- **Requirement Analysis:**
 - Upon receiving a job order from the agency, our dedicated Account Manager will review the job description, required qualifications, work hours, location, and any specific skills or certifications needed.
 - We will confirm the agency's expectations, including performance standards, attire requirements, and any additional background or drug testing requirements.





- **Candidate Identification and Screening:**
 - TSCTI’s proprietary database of 5.5M+ pre-vetted resumes will be searched to identify qualified candidates based on the job criteria.
 - Our recruiters use advanced search filters to match candidates’ skills, experience, and availability to the job requirements.
 - Candidates are evaluated through a multi-tiered screening process, including:
 - Skills assessment (based on industry-standard tools)
 - Behavioural interviews
 - Background and reference checks (as required)
 - Drug testing (if specified)
- **Candidate Selection and Presentation:**
 - After screening, the top 3 to 5 best-fit candidates will be shortlisted and submitted to the agency for review.
 - The agency will have the option to conduct interviews to assess the candidates’ suitability further.
 - If the agency rejects a candidate or requires alternative options, TSCTI will promptly provide additional candidates.
- **Assignment Confirmation and Onboarding:**
 - Upon agency approval, TSCTI will confirm the assignment with the selected candidate(s).
 - Our onboarding process includes:
 - Verification of employment eligibility and compliance with agency-specific requirements
 - Orientation on job duties, expectations, and work environment
 - Providing any necessary PPE or work-related equipment (if applicable)
- **Ongoing Performance Monitoring:**
 - TSCTI will monitor the performance of the assigned personnel through regular check-ins with the agency and temporary employee.
 - If any issues arise or if a replacement is needed, TSCTI will respond immediately to resolve the matter.

This comprehensive approach ensures that job matching is precise, efficient, and aligned with the agency’s specific requirements, leading to high-quality placements and successful outcomes.

3.3.2. *Vendors should describe their minimum pre-employment screening. This may be negotiated with selected vendors to ensure consistency at entry level positions; additional requirements will be at the requesting agency’s discretion.*

Reply: TSCTI has a robust screening and selection process of personnel before assigning them to any project or position and this process starts from resume qualification. Whenever any requirement will be received from the State, Account Manager discuss the Job description with Recruitment manager and prepare the draft for internal recruitment purpose and also set candidate evaluation criteria based on job requirements. Purpose of evaluation criteria is to identify weather the applicant has eligibility to work under particular project or not.

For the evaluation purpose recruitment official set up a framework of certain “**Must Have**” according to the job requirement. Screening at TSCTI initiate with the Resume evaluation. Whenever any Requirement is open our Recruitment Team follow a comprehensive approach to source the best resumes for the positions and evaluate the resumes by following the key elements and snapshot of Resume evaluation is given below.

Resume organization	<ul style="list-style-type: none"> ● Is the resume presented in professional manners? ● Is the information organized clearly and logically?
Dates of Employments	<ul style="list-style-type: none"> ● Is the resume up to date? ● Does the personal currently have job or project? ● What is the length of each job or project held? ● Are there substantial gaps of the time between jobs?
Experience	<ul style="list-style-type: none"> ● What is the nature of an overall length of candidates’ projects? ● Are there any explanation of previous projects and associated responsibilities?





	<ul style="list-style-type: none"> • Did the candidate have experience in particular industry, domain, tool and platform (if required any)? • Did the candidate have use of all skills in previous/recent jobs that are requested by client? • Is there any Considerable carrier shift to or from requested job profile?
Education and Certification	<ul style="list-style-type: none"> • Is the candidate has requested education or degree? • Is the candidate has requested certification? • Is the candidate has requested license?

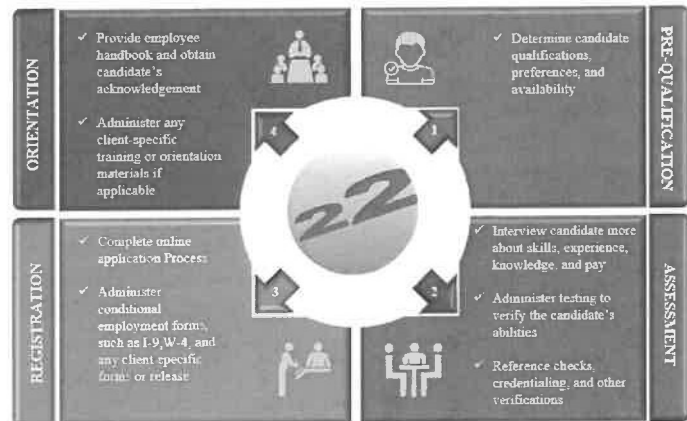
Once the resume will be evaluated recruitment team will start conducting initial screening with personal sourced through resume evaluation process. Initial screening is the process of validate the applicant information by communicating the information provided by candidate on their resumes. During this phase recruitment team try to identify the qualified candidates through “**Must Have**” framework. Must Have framework is focused on validating the information that is Required, Desired and Essentials for a successful placement. Snapshot of our standard “**Must Have**” framework is attached below as:

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

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

Testing Panel will focus on the following testing as given below.

- **Experience Test:** In this testing phase, Testing Panel discuss candidates past experiences—accomplishments and challenges alike—to discover skills that will enable them to thrive at client project. In this phase Testing Panel identifies most important past experiences in a detailed way, focusing on the candidate’s specific role and key actions that can be critical to success.
- **Case Test:** TSCTI believes that the best way to assess candidate problem-solving skills is to discuss a real Client’s business problem with the candidate, this case interview helps us to understand that how a candidate can:
 - Structure a tough, often ambiguous, business problem
 - Decide which issues are important to focus on
 - Deal with facts and data—and their implications (numerical and otherwise)
 - Formulate conclusions and recommendations to solve the problem
 - Articulate your thoughts during a fast-moving discussion
- **Problem-solving Test:** As a complement to our case interview, we ask the candidate to take a multiple-choice test to demonstrate their analytical skills. It consists of questions, based on real client cases, with no business background required.



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





3.3.3. *Vendors should identify what they provide as a minimum for pre-employment background checks.*

Reply: TSCTI provides the following **minimum pre-employment background checks** for all temporary staff placements to ensure compliance and quality:

- **Criminal Background Check:** TSCTI conducts a national criminal background check covering:
 - Felony and misdemeanor records
 - Sex offender registry
 - Federal and state criminal history
 - The background check covers a minimum of the last **seven (7) years**.
- **Employment Verification:** Verification of up to **two previous employers** to confirm:
 - Employment dates
 - Job titles and responsibilities
 - Performance and work ethic
 - Any discrepancies are addressed with the candidate before final placement.
- **Education and Certification Verification:**
 - Confirmation of the highest degree earned, and any job-specific certifications/licenses required.
 - Any required certifications are verified as current and valid.
- **Social Security Number (SSN) Verification:** TSCTI verifies the candidate's SSN to confirm identity and prevent fraudulent applications.
- **Drug Screening** (*if required by the agency*): TSCTI offers a standard **5-panel, 7-panel drug test** or any panel that is required by the State covering at minimum:
 - Marijuana
 - Cocaine
 - Opiates
 - Amphetamines
 - Phencyclidine (PCP)
 - Additional testing panels can be provided based on agency requirements.
- **Sex Offender Registry Check:** TSCTI verifies the candidate's record against national and state sex offender registries.
- **E-Verify and I-9 Compliance:**
 - TSCTI verifies the candidate's right to work in the United States using E-Verify.
 - I-9 documentation is collected and securely stored for audit purposes.
- **Reference Checks:** TSCTI conducts a minimum of **two professional reference checks** to assess work ethic, skills, and reliability.

TSCTI ensures that all pre-employment background checks are conducted in compliance with federal, state, and local regulations. Any additional background check requirements specified by the agency will be coordinated and completed as requested.





G. Other informational material

A. Provided proof of adequate pool of candidates for selecting the most qualified employees from

Reply: TSCTI maintains a comprehensive and highly qualified pool of candidates, ensuring we can consistently deliver the most suitable personnel to meet our clients' needs. We have a proprietary database of over **5.5 million pre-vetted resumes** and a network of **168,000+ active candidates**, covering a wide range of administrative, clerical, technical, and professional roles. This extensive talent pool allows us to respond quickly to client demands and fill positions with qualified staff who meet the specific requirements of each engagement.

Our recruitment strategy is driven by a team of **300+ domain-specific recruiters**, data miners, and research analysts who specialize in identifying and securing top talent. We leverage advanced sourcing platforms such as **LinkedIn, Monster, Dice, indeed, and CareerBuilder** to identify and engage high-performing candidates. Our recruitment process includes rigorous screening, including skills assessments, background checks, and professional reference verification, to ensure that only the most qualified candidates are selected for client placements.

TSCTI's structured recruitment process allows us to present qualified candidates within **24 hours** of receiving a request. Our recruiters are trained to assess both technical qualifications and cultural fit, ensuring that candidates align with the client's work environment and operational goals. Additionally, TSCTI maintains a strong local presence in key markets, allowing us to draw from both national and regional talent pools to meet client staffing needs promptly.

Resume Pool:

Job Diva – Advanced Applicant Tracking System (ATS): TSCTI leverages **Job Diva**, a leading cloud-based Applicant Tracking System (ATS) and talent management platform, to deliver precise and efficient staffing solutions. Job Diva combines a robust **Customer Relationship Management (CRM)** system with real-time synchronization across all major job boards and the largest resume database, enabling TSCTI's IT staffing professionals to identify and secure top talent with unmatched accuracy. This state-of-the-art platform streamlines the entire recruitment lifecycle—from candidate sourcing and screening to placement and follow-up—allowing our recruiters to fill positions quickly while maintaining a high standard of quality and compliance.

CONREP – Comprehensive Staffing Management & Tracking System (SMTS): TSCTI's flagship platform, **CONREP**, is a fully configurable **Staffing Management & Tracking System (SMTS)** designed to meet the unique needs of individual agencies. CONREP effectively manages cost, performance, risk, and scheduling through automated tools that provide real-time visibility into our staffing processes and ongoing work. This system enables seamless oversight and management of contract performance and candidate placements.

CONREP's powerful features include:

- **Electronic Onboarding (E-Onboarding):** Streamlines the onboarding process, reducing administrative time and improving candidate experience.
- **Timesheet and Payroll Management:** Tracks timesheets, time-off, expenses, and project time management with automated reporting.
- **Billing and Financial Oversight:** Manages all billing engagements and placements, including associated bill rates and pay rates, with automated AR & AP invoicing and profitability tracking.
- **Self-Service Portals:** Provides employees and clients with secure access to key information and real-time updates.
- **Performance Tracking:** Monitors key performance metrics and compliance requirements, ensuring consistent service delivery.

Other Sources:

- **Internal Database & Industry Awareness:** Having served other the States for the past **27-years**, TSCTI has already built a **comprehensive database of pre-vetted candidates aligned with the State's specific**





needs. Our nationwide talent pool of 5.5 million resumes includes 350,000 candidates from the Key areas mentioned in the solicitation, who meet the background checks, drug screening, and security clearance requirements necessary for the State roles. To maintain industry awareness and stay ahead of staffing challenges, we:

- Regularly update our talent database to ensure candidates are active, available, and compliant with evolving industry standards.
- Monitor labour market trends and salary benchmarks to maintain a competitive edge in recruitment and retention.
- Participate in aviation, transportation, and staffing industry conferences to stay informed about emerging workforce trends and best practices.
- **Internal Referrals:** In parallel, we share the requirements with our employees by posting them on our internal web site for internal referrals.
- **Multi-Channel Advertising Approach:** To attract the best talent, TSCTI uses a combination of online, local, and industry-specific advertising platforms to reach a broad yet relevant candidate base. These include:
 - **Job Portals & Online Advertising** – We post job openings on leading job boards such as indeed, ZipRecruiter, Monster, and Glassdoor, ensuring visibility to active job seekers.
 - **Social media & Digital Campaigns** – We leverage platforms like LinkedIn, Facebook, and Twitter to engage potential candidates through job postings, company updates, and employee testimonials.
 - **Local and Regional Advertising** – As a longstanding staffing provider in Key areas i.e., Reno, Carson City, Las Vegas and Elko we advertise through local newspapers, radio stations, and community bulletin boards to connect with talent within the area.
 - **Industry-Specific Networks** – We tap into aviation and transportation-focused job sites and forums, ensuring we attract professionals with relevant skills for airport operations.
- **Strategic Partnerships & Community Engagement:** TSCTI actively collaborates with local institutions and organizations to build a pipeline of skilled professionals, including:
 - **Trade Schools & Vocational Training Centres** – Partnering with local technical institutes to attract candidates trained in airport maintenance, security, and customer service.
 - **Veteran Hiring Initiatives** – Recruiting former military personnel with specialized skills in logistics, security, and technical roles, ensuring a highly disciplined and reliable workforce.
 - **Job Fairs & Community Outreach** – Engaging with local job fairs, career expos, and workforce development programs to maintain a strong presence in key areas.
- **Teaming with local govt. employment agencies (if required):** TSCTI is a teaming partner with the local govt. employment agencies in the State of NV. On occasions, we rely on our local teaming partners to augment our temporary employee staffing capabilities.

B. Experience in Performance of Comparable Engagements

Reply: TSCTI has over 27 years of experience providing temporary staffing services to public sector clients, including state, local, and federal agencies. Our proven track record includes successful performance in similar large-scale staffing contracts across multiple industries and government entities. Key examples of comparable engagements include:

C. Provided proof of understand the buyer's needs more thoroughly and able to handle higher capacities of work.

Reply: TSCTI understands the detailed requirements outlined in the State of Nevada's solicitation for Temporary Employment Services. Our extensive experience in providing administrative and office support staffing on a statewide basis positions us as a reliable partner capable of meeting the State's temporary staffing needs effectively and efficiently. Below is our detailed understanding and proposed approach based on the scope of work:

1. General Understanding





- TSCTI acknowledges that the State of Nevada seeks to establish a pool of qualified temporary employment vendors to provide administrative and office support staffing services on an as-needed basis.
- We understand that the awarded vendor will be fully responsible for managing all aspects of employment for assigned temporary staff, including hiring, termination, payroll taxes, workers' compensation, sick leave, and paid time off (PTO).
- The State does not guarantee a minimum usage level under the contract. However, TSCTI is prepared to scale operations based on fluctuating demands.
- TSCTI will review and research class specifications and pay grades outlined under the State's classification guidelines to align our staffing solutions with the State's requirements.
- We are prepared to fulfil staffing requests either by recruiting qualified candidates or onboarding State-referred candidates.

2. Temporary Assignment Responsibilities

A. Agency Responsibilities

- TSCTI understands that the agency is responsible for providing detailed staffing requests, including job duties, skill requirements, hours of work, and other relevant assignment details.
- We acknowledge that background checks, including additional investigations, may be required at the agency's discretion. TSCTI will comply with the State's requirements and facilitate these checks when requested.
- TSCTI is prepared to adapt to the agency's specific background and drug testing requirements and will ensure compliance with the same standards applied to permanent State employees.

B. Contractor's Responsibilities

- TSCTI will promptly respond to staffing requests and provide qualified temporary staff within the specified timeframes.
- We will ensure that temporary employees meet the qualifications and skill sets specified in the agency's request before deployment.
- Our team will conduct comprehensive pre-employment screenings, including background checks and reference verification, at no additional cost to the State unless otherwise specified.
- TSCTI will maintain full responsibility for payroll processing, compliance with state and federal tax requirements, workers' compensation, and liability insurance coverage.
- Quality assurance will be maintained through regular follow-ups with the agency, with a mandatory check-in after the first week and ongoing monthly reviews for long-term assignments.
- TSCTI will facilitate the seamless transition of long-term assignments to newly awarded contracts, if applicable, and provide ongoing support to ensure a smooth handover.
- In the event of a replacement request within the first eight (8) hours of service, TSCTI will provide a suitable replacement at no charge to the State.

3. Staffing Requirements

- TSCTI will confirm the availability of suitable candidates within:
 - **4 hours** for requests commencing within five (5) working days.
 - **2 days** for requests commencing after five (5) working days.
- TSCTI will maintain open communication with the agency and promptly notify them of any changes to staffing availability or assignment details.
- All temporary staff will comply with agency-specific dress codes and maintain a professional demeanour throughout the assignment.
- If a temporary employee becomes unavailable, TSCTI will provide a qualified replacement within **24 hours**, including weekends and holidays.
- Overtime will be provided only with prior written approval from the agency and billed at 1.5 times the hourly rate.

4. Reporting Requirements





- TSCTI will provide the State with detailed quarterly reports on all invoiced temporary employment services.
- Reports will include assignment details, hours worked, employee classification, and total costs incurred.
- Reports will be submitted no later than the 15th of the month following the end of each fiscal quarter.

5. Billing and Payment

- TSCTI will issue invoices on a monthly basis, supported by signed timesheets and expense documentation.
- Cancellation charges will not exceed two (2) hours of billable time, and there will be no charge for replacing an unsatisfactory candidate within the first eight (8) hours.
- TSCTI will ensure timely payment to temporary staff within five (5) business days of receiving approved timesheets.

6. Compliance and Insurance

- TSCTI will provide appropriate insurance coverage for temporary staff, including workers' compensation and liability coverage.
- We will ensure compliance with all State policies and security standards, including those specific to high-security environments like law enforcement agencies.
- TSCTI's temporary staff will comply with State motor vehicle operation guidelines and participate in the State's Defensive Driving course, if applicable.

7. Value Proposition

- TSCTI's 27+ years of experience in temporary staffing for government agencies positions us as a trusted partner capable of delivering consistent, high-quality staffing solutions.
- Our extensive national database of over **5.5 million pre-vetted resumes** and a team of **300+ domain-specific recruiters** enable us to fulfilled staffing requests quickly and accurately.
- TSCTI's ISO 9001:2015 certified Quality Management System ensures consistent and reliable service delivery, driving client satisfaction and contract success.
- Our ability to manage staffing assignments through a centralized, technology-driven platform ensures efficient fulfilment, real-time monitoring, and compliance with contractual terms.

TSCTI is fully equipped to meet the State of Nevada's temporary staffing needs with a scalable and quality-driven solution. Our deep understanding of administrative and office support staffing, combined with our proven track record of success in statewide contracts, makes us the ideal partner for this engagement.





11.3. Proprietary information. If necessary.

Attachment should be flagged confidential in nevadaepro.com.

A. Title page

B. Table of contents

C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

Reply: Not Applicable, TSCTI is not have any confidential to be flagged in nevadaepro.com.





11.4. Cost proposal

TSCTI has provide the Cost proposal in a separate file, please refer to Cost Schedule.





11.5. Confidential business information.

Attachment should be flagged confidential in nevadaepro.com.

Reply: Not Applicable





11.6. Other attachments

Non-Disclosure agreement



Nevada State Purchasing Division
Department of Administration
515 E Musser St Ste 300
Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Non-disclosure agreement

Date	<u>Mar 12, 2025</u>
Solicitation number	<u>99SWC-S3128</u>
Single point of contact name	<u>Ashley Christina De Sa</u>
Single point of contact email	<u>sledproposals@tscti.com</u>
Vendor name	<u>22nd Century Technologies, Inc.</u>
Vendor contact name and title	<u>Ashley Christina De Sa, Administrator</u>
Vendor contact signature and date	<u>Ashley Christina De Sa</u> Digitally signed by Ashley Christina De Sa Date: 2025.03.12 15:12:31 -04'00'

As a necessary part of the solicitation referenced above, the State of Nevada is providing vendors with non-public information. This information must be kept confidential to protect security and personally identifiable information.

Any unauthorized disclosure of this information by a vendor, or anyone authorized to speak on behalf of the vendor shall be deemed a violation of State procurement rules. The Administrator of State Purchasing may disqualify a proposal submitted by a vendor that has engaged in any unauthorized disclosure. Any vendor who violates this prohibition may, at the sole discretion of the Administrator, be placed on the State debarred vendor list. Additionally, the State may take further legal action as appropriate.

By signing above, vendor acknowledges and agrees not to disclose the contents of the confidential attachments to the above referenced solicitation.

This form must be returned via email to the sole point of contact for the solicitation identified above via email. Any questions about this document or the solicitation must be submitted using the bid Q&A feature on the solicitation at nevadaepro.com.





11.7. Client references

TSCSI has shared the reference questionnaire attachment with the references which have responded directly to the single point of contact for Nevada State Purchasing Division (Annette Morfin, via email at amorfin@admin.nv.gov). Below are the references, those have shared reference questionnaire before the due date and time:

Client Name	The Colorado Department of Human Services (CDHS)
Address	1575 Sherman St. Denver, CO 80203
Contact Name	Allison Blass, Administrative Services Director
Contact details	Ph.: 303-463-2658 Email: allison.blass@state.co.us
Duration	May 2022 - Present

Client Name	Virginia Department for Aging and Rehabilitative Services
Address	8004 Franklin Farms Drive Henrico, VA 23229-5019
Contact Name	Dorothy R. Martin, Manager
Contact details	dot.martin@ssa.gov / 804-662-7630
Duration	Jan 2020 – Present

Client Name	State of NJ - New Jersey Attorney General
Address	Richard J. Hughes Justice Complex 25 Market Street Trenton, NJ 08625-0080
Contact Name	Laura J. Golden, Manager II, Human Resource
Contact details	Ph.: 609-696-4330 Email: Laura.Golden@njoag.gov
Duration	Aug 2019 - Present



99SWC-S3128 – COST SCHEDULE

Vendor 22nd Century Technologies, Inc.

Vendors must fill in the blanks for the administrative fee, any applicable vendor contribution taxes, and if applicable, benefit costs to be charged for each temporary position classification. *Refer to – Listing of Position Classifications & Pay Rate* for the position classifications and approximate employee hourly rate; this list is not meant to be all inclusive. The salaries listed are estimates only. The administrative fee should be calculated on the hourly pay rate only. Please complete the following:

Agency Recruitment Administrative Fee: The requesting agency refers an individual to the contractor; the contractor does not do the recruitment.	04.00%
Contractor Recruitment Administrative Fee: The contractor does the recruitment on behalf of the requesting agency.	08.00%
Employers Tax Contribution: Applicable employer taxes.	13.00%
Benefit Cost: Cost of benefits provided to the temporary employee.	05.00%

The State is requesting an Administrative Fee, which would include the vendor’s cost and profit, separate from any applicable employer taxes or benefit costs. There will be **no fee** incurred to the State should the temp employee accept a permanent position to the State regardless of the timeframe.



Nevada State Purchasing Division
 Department of Administration
 515 E Musser St Ste 300
 Carson City, NV 89701
purchasing.nv.gov
nevadaepro.com

Certification regarding lobbying

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

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, 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 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 Federally appropriated funds have been paid or shall 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 of Lobbying Activities," 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 section 1352, U.S. Code. 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.

Date	Mar 12, 2025
Solicitation number	99SWC-S3128
Vendor Name	22nd Century Technologies, Inc.
Authorized signer name	Ashley Christina De Sa
Authorized signature	Ashley Christina De Sa Digitally signed by Ashley Christina De Sa Date: 2025.03.12 15:10:08 -04'00'



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