

Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 22nd Century Technologies, Inc., 8251 Greensboro Drive, McLean, VA 22102 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Categories 2 and 3.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
- C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

- B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.
- C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
- C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:
 - 1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
 - 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
- E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
- B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

- C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

- 1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

- promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. Limited Right of Sublicense. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. Use; Quality Control.
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
- D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

- A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:
 - 1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
 - 2. *Escalation*. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
 - 3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
- B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
 - 1. Nonperformance of contractual requirements, or
 - 2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. Network Security and Privacy Liability Insurance. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

- C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

- A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.
- B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

- A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by nonfederal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

- C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

- F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

- L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name: 22nd Century Technologies, Inc.

220 Davidson Avenue, Suite 118

Address:

Somerset, NJ 08873

 Contact:
 Shikha Sharma

 Email:
 sledbids@tscti.com

 Phone:
 888-998-7284

 Fax:
 732-537-0888

 HST#:
 223502121

Submission Details

Created On: Wednesday November 22, 2023 12:20:20
Submitted On: Tuesday December 19, 2023 12:03:21

Submitted By: Shikha Sharma
Email: sledbids@tscti.com

Transaction #: 46ecf3ff-d5a1-40e6-b8e7-2bc0df543d88

Submitter's IP Address: 38.140.164.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	22nd Century Technologies, Inc.
	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A *
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A *
	Provide your CAGE code or Unique Entity Identifier (SAM):	QT2VZ9L1VPQ1 *
5	Proposer Physical Address:	Headquarter: 8251 Greensboro Drive McLean, VA 22102 Local Address: 1010 Dale St N St Paul, MN 55117-5603
6	Proposer website address (or addresses):	www.tscti.com *
	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Representative Name: Ashley Christina De Sa Title: Administrator Address: 8251 Greensboro Drive McLean, VA 22102 Email: sledproposals@tscti.com Phone: (866) 537-9191 Ext 2
	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Neme: Ashley Christina De Sa Title: Administrator Address: 1010 Dale St N St Paul, MN 55117-5603 Address: 8251 Greensboro Drive McLean, VA 22102, Email: sledproposals@tscti.com Phone#: (866) 537-9191 Ext 2
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	22nd Century Technologies, Inc. (TSCTI) is a 1997 established IT consulting service firm specializing in providing Technology products and services with related solutions with over 26 years of experience in the industry. Our headquarters are based in McLean, VA, and we have a local office at 1010 Dale ST N ST Paul, MN 55117–5603. TSCTI has been serving more than 10 co-operative purchasing programs including our current IT Managed Service contract with Sourcewell where we have been serving similar goods and services as current requirement. Additionally, we have over 300 on-call Technology Product and services with related solutions contracts for Federal, State, local agencies including 20+ cities, towns, and counties/parishes, 5+ education service co-operatives, 60+ K-12 and higher education entities, 50+ non-profit entities, and other major clients across USA. In the last three years, we have expanded our services to Fortune 500 and other commercial clients and currently support 80+ commercial clients. We also have established business serving the similar contracting services across Canada on more than 10 clients. Our CMMI Level 3 appraisal and ISO 9001:2015, 20000-1:2018, and 27001:2013 certifications are a testament to our ability to meet international standards for quality, service management, and information security.

Bid Number: RFP 121923 Vendor Name: 22nd Century Technologies, Inc.

Our approach to providing exceptional IT products and consulting services includes adhering to industry best practices, such as PMI and Six Sigma for project management. In addition, we are proud to be a Microsoft Gold Partner, Oracle Gold Partner, and AWS partner, and have established strategic partnerships with other technology providers such as HP, IBM, Cisco, EMC and Dell. Through these partnerships, we are able to offer our clients access to the latest technologies as well as preferred training and technical support for our professionals which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support. Recognized among "Best Company to Work For" by Forbes, TSCTI consistently exceeds our clients' expectations by focusing on their absolute satisfaction with jobs while keeping our employees motivated.

TSCTI's major cooperative contracts include but not limit to; NASPO ValuePoint, Omnia Partners, Education Service Center, Region 8, 14, 19, 20, Goodbuy Purchasing Cooperative, Cooperative Educational Services NM, SE Florida governmental purchasing cooperative group, Choice Partners TX, eMACS Support, Ramsey County Purchasing contract, and more. TSCTI's cooperative solution will provide Sourcewell with a proven solution across Category 2 and Category 3. TSCTI is highly capable in performing Sourcewell's specified project requirements as we have been providing to our similar co-operative clients for more than 26 years using IT Infrastructure Library (ITIL) framework while ensuring that all IT processes, procedures, and services are aligned with our client's business objectives and meet their organization's needs, Agile methodology while ensuring that projects are completed on time, within budget, and with the highest quality, Information Technology Service Management (ITSM) framework while ensuring that all IT services are delivered efficiently, effectively, and in line with industry best practices, Capability Maturity Model Integration (CMMI) framework while ensuring that we apply the required standards for delivering high-quality IT consulting services, tools used-Project management software, such as Microsoft Project or Asana, will be used to plan, track, and manage all tasks and activities related to the SOW, Collaboration tools, such as Slack or Microsoft Teams, will be used to facilitate communication and collaboration between the selected firm(s) and Sourcewell's/ purchasing entity's Service management tools, such as ServiceNow or JIRA, will be used to manage and track all IT services provided by the selected firm(s), Virtualization software, such as VMware or VirtualBox, will be used to create virtual environments for testing and development purposes, Cybersecurity tools, such as antivirus software, firewalls, and intrusion detection systems, will be used to protect purchasing entity's IT environment from cyber threats, Backup and recovery software, such as Veeam or Acronis, will be used to ensure that purchasing entity's IT systems are protected against data loss and can be recovered in the event of a disaster, Network monitoring tools, such as PRTG, will be used to monitor and manage purchasing entity's network infrastructure and ensure that it is operating efficiently and effectively. for our clients.

TSCTI is a pioneer in providing Technology Product and Services with related Solutions in the IT Consulting industry. TSCTI has been awarded as "Most Promising Managed IT Service Provider" by CIO Review and been ranked as #86 for 2023 Solution Provider 500. We have been further awarded as America's Greatest Workplaces for Diversity, and NVTC Tech 100 Honoree.

Core value & Business Philosophy: We bring a mix of innovative technology and project management expertise to its customers. As our name implies, we are forward-thinking company with the goal of helping our customers implement innovative Technology Product and related solutions. We combine real-world experience, specialized skills, innovative thinking, and industry knowledge to deliver quality services focused on customer satisfaction. At our core, we are about people — customers, employees, and communities. Our mission is to provide unparalleled world class IT services and solution to our customers across all industries in all 50 States with a vision to Stay abreast of emerging IT solutions, new technologies, and the constantly changing IT and cyber landscape to provide optimized solutions to help our customers meet their current and future needs. The right people, at the right time, at the right value.

With Professional Technology Services under the Cooperative Purchasing Program, our business philosophy comes down to one thing: We offer a disciplined process which brings top talented people and businesses together while delivering exceptional technology product services and related solutions. By leveraging our own SMEs, architects, and engineers throughout the project, we deliver the most qualified talent available. We understand the customer's environment and goals, and through our orientation process, we mentor our consultants by providing a clear understanding of customer expectations and their culture. As Technology Product Services and related solutions provider, TSCTI subscribes to the highest standards of Project Management. We not only identify the most qualified resource for the job on hand but also match the best fit candidate for the particular requirement from a technical and cultural perspective.

11	What are your company's expectations in the event of an award?	TSCTI look forward to a mutually rewarding partnership with Sourcewell. We would work to promote/market our products and solutions through the Sourcewell contract, to all eligible entities.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Operating as an S- Corporation, with a D&B open rating score of 95, TSCTI is a financially stable company. In the year 2022, we were financially evaluated at \$395+ Million. TSCTI does not have any pending mergers or financial liabilities that may affect this current contract. TSCTI states that it has never filed bankruptcy, pending litigation, planned office closures, impending merger and possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning and future maintenance activities listed in the solicitation, without assistance from an external source. TSCTI currently has a credit line of \$10 Million and holds deposits of over \$ 56 million at Bank and has the required financial capacity to provide the services. We don't have any short-term or long-term debts.
13	What is your US market share for the	*The supporting documents are uploaded in Financial Section of our response. Our proposed solution has over 28% US market share
14	solutions that you are proposing? What is your Canadian market share for the solutions that you are proposing?	Our proposed solution has over 20% market share
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, our business has never been petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a service provider. Currently, all our products and solutions are delivered directly to the customers by TSCTI, through our sales force spread across the country. The entire sales force is made up of professionals working in/with the public sector and are all fulltime employees of TSCTI.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	TSCTI currently holds major Industry business certifications focused on quality, security and repeatable processes including ISO 9001, ISO 27001, ISO 20000, HDI, and National Minority Supplier Development Council certified MBE supplier. We are also an implementation partner to other technology companies such as Microsoft, Amazon/AWS, Salesforce, HP, Oracle, Juniper, Cherwell, Redhat, Dimagi, Totara, ServiceNow, Cisco, Evolveware, VMWare, Dell, Lenovo, and IBM. We are certified gold partner of Microsoft and Oracle.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Since our founding in 1997, TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. We are so happy and proud to be recognized as among the Best Software Companies to Work for by Forbes; by the Client of Maryland for Outstanding Services during Presidential Elections and as an Inc. 5000 honouree for 12 consecutive years. 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: CIOReview – Most Promising Managed It Services Provider 2023 CIOReview – Most Promising Managed It Services Provider 2023 America's Greatest Workplaces for Diversity 2023 NVTC Tech 100 Honoree SIA - 2022 US and Canada Diversity-Owned Staffing Firms CRN, Fast Growth 150, Rank 147 CIOReview - Most Promising Low Code No Code Platform Solutions Provider 2022	*
20	What percentage of your sales are to the governmental sector in the past three years	90%	*
21	What percentage of your sales are to the education sector in the past three years	38%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TSCTI holds the following cooperative purchasing contracts we hold: GSA IT Schedule 70 2020: \$12,344,466.62 2021: \$14,929,174.09 2022: \$17,221,657.32 The National Association of State Procurement Officials (NASPO) 2020: \$48,394,023.70 2021: \$51,452,332.74 2022: \$78,836,790.12 Sourcewell IT Managed Services & Staff Augmentation Contract: task orders/projects worth about \$20 million have been signed through this contract the award in 2022. We are also an awardee of several other regional and nationwide cooperative contracts such as OMNIA, DIR, TIPS, Equalis and Mohave to name a few	* '
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Yes, we hold GSA IT Schedule 70. Contract: U.S. Department of Energy: Task Order No. 1 / DE-DT0008046 Sale Volume FY2020: 9,203,812.84 Sale Volume FY2021: 9,400,825.02 Sale Volume FY2022: 9,185,550.37	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Arizona Department of Homeland Security	Ngan Pham	480-255-5706	*
NYC Department of Education	Yolanda N. Jenkins	718-935-5377	*
Fire Dept of the City of New York, NY (FDNY)	David Francis	718-999-2334	*

Bid Number: RFP 121923 Vendor Name: 22nd Century Technologies, Inc.

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
New York City- Department of Education	Government	New York - NY	Provide a fully functional online Staffing Management and Tracking System (SMTS) that will provide, at a minimum, the following functionalities: 1) Staffing Requests 2) Candidate Management (selection, onboarding, performance) 3) Timekeeping and Payroll Processing 4) Electronic Invoicing 5) Reporting	Multi Million Dollar	\$11,501,032.22
State of Louisiana- EDLINK	Government	Louisiana - LA	Design, develop, implement, and support a birth through 12th grade data system – EdLink. Project is managed and executed using Agile software development methodologies (Scrum, Kanban, etc.).	Multi Million Dollar	\$ 5,047,344.41
State of NJ	Government	New Jersey - NJ	Serve as Managed Service provider for 150 statewide agencies utilizing VMS product	Multi Million Dollar	\$ 53,875,300.16
City of Dallas	Government	Texas - TX	Provide IT professionals for Information & Technology Services ("ITS") Department.	Multi Million Dollar	\$ 3,987,178.97
Department of Managed Services, FL	Government	Florida - FL	Provide ongoing operations and maintenance (O&M) and Enhancement services for Florida Retirement system	Multi Million Dollar	\$ 5,051,670.19

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	TSCTI has 16 regional offices across US and 2 offices in Canada. Our direct hire sales force representatives are located at each of our physical offices. We have employed total 100+ sales representative across US and Canada to market our product offerings.	*
27	Dealer network or other distribution methods.	We have 50+ virtual offices across US and Canada, we utilize our own staff to service needs of our customers	*
28	Service force.	TSCTI has 16 regional offices across US and 2 offices in Canada. Our direct hire service force representatives are located at each of our physical offices. We have employed total 1,000+ services representative across US and Canada to market our product offerings.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Currently, all our products and solutions are delivered directly to the customers by TSCTI. The customers can directly reach out to us, and our SLED sales and delivery managers work with potential customers to fulfil their technology needs. This eliminates the distributor markup and enables the public entity/ordering entity to procure our products and solutions at reasonable competitive prices. We also have partnerships with distributors like Carahsoft, SHI and ImmixGroup – which enables us to deliver other technology products to the customers.	*

Bid Number: RFP 121923 Vendor Name: 22nd Century Technologies, Inc.

	Describe in detail the process and procedure of your customer service
	program, if applicable. Include your
	response-time capabilities and
	commitments, as well as any incentives that help your providers meet your stated
	service goals or promises.

Since we deliver through a direct channel (B2C), we have dedicated account managers to each of our customers who are bound by an internal SLA. The SLA to acknowledge/respond to a customer's request on a business day is typically less than 2 hours. The individual account managers are a single point of contact to the customer and are responsible for daily operations of a project/account. They are backed by a team of domain specific SMEs and senior leadership of our organization.

Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.

As a complete Technology Product Service and Relation Solution provider, we provide the following services: Cybersecurity Services, Physical Security Services, Cloud Services including laaS, PaaS, SaaS, and other solutions, Network Services, Data Services, and Relations solutions including but not limit to; endpoint security products, network security technologies, identity and access management technologies, security analysis, etc. In total, we have over 300+ contracts including 71 Federal, 39 States, 115 Local agencies, 60 commercial clients. TSCTI has staff of over 60,000 people experienced in various IT skillset throughout the US with 100+ staff placed in FY'22 on different contracts within the State of MN across various clients. TSCTI, is one of the fastest growing IT Managed Service Provider and Workforce Solution companies in the United States. Founded in 1997, TSCTI is a Certified National Minority Business Enterprise with 5500+ people including 700+ Cyber SMEs nationwide supporting our customers in all 50 states, Canada, and Mexico. With HQs in Somerset, NJ and Mclean, VA, TSCTI has 16 offices throughout the United Clients. As part of our unrelenting focus on quality and compliance, TSCTI delivery is based on Certified Matured Processes including CMMI L3 Dev & SVC, ISO 20000, ISO 27001, and ISO 9001 quality processes. With a strong focus on the public sector, TSCTI currently holds government contracts with 115+ Local agencies, and more than 10 Co-operative and MSP contracts. In the last three years, we have expanded our services to Fortune 500 and other commercial clients and currently support 80+ commercial clients. We have offered workforce solutions for over 26 years and over the past 5 years have developed a fully customizable Managed Services Program.

Below we have described in detail our ability in each proposed category; Category 2: Security, Cloud, Network, and Data Services with Related Solutions: Cybersecurity Services (a): TSCTI boasts a cadre of Certified Cybersecurity Experts who spearhead a robust methodology grounded in industry-leading frameworks such as NIST, CIS, GLBA, ISO 27001, PCI DSS, and more. Our product and approach encompasses cyber risk assessments where we conduct thorough assessments to identify and evaluate potential risks, vulnerabilities, and threat vectors within the client's infrastructure. Program strategy where we develop and implement a strategic cybersecurity program aligned with the client's overall business objectives. This involves establishing effective operational protocols to enhance the security posture continually. Operations, zero trust where we deploy a Zero Trust framework to validate and authenticate all users and devices attempting to access the network, ensuring a heightened level of security and trustworthiness. Skills and training where we conduct tailored training programs to empower client teams with the latest cybersecurity skills and knowledge, fostering a proactive security culture within the organization. Penetration testing where we utilize advanced tools and methodologies to simulate real-world cyber-attacks, identifying vulnerabilities and weaknesses that could be exploited by malicious actors. Threat and vulnerability management where we implement a systematic process for identifying, prioritizing, and mitigating potential threats and vulnerabilities, ensuring a proactive defense against emerging risks. Content security where we will deploy robust content security measures, including secure email gateways, web filtering, and data loss prevention tools, to safeguard against malicious content and data breaches. Network visibility and endpoint detection where we enhance network visibility through advanced monitoring tools and implement endpoint detection systems to promptly identify and respond to any suspicious activities. Log aggregation and correlation where we implement centralized log aggregation and correlation mechanisms, enabling the analysis of log data from various sources to detect and respond to security incidents effectively. Disaster response and recovery where we develop comprehensive disaster response and recovery plans, ensuring swift and effective responses to cybersecurity incidents while minimizing potential damage and downtime. And managed cybersecurity where we provide ongoing managed cybersecurity services, including continuous monitoring, threat intelligence updates, and incident response, to maintain a resilient security posture.

Physical Security Services (b): TSCTI takes pride in its team of experts and product, employing a methodology anchored in industry-leading standards such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services. Our approach begins with meticulous Site Assessment, leveraging advanced technologies to conduct in-depth evaluations of the client's physical infrastructure. Following this, our team proceeds to Upgrade Planning and Execution Design, employing a systematic approach to plan and execute upgrades aligned with evolving security requirements. The integration phase involves seamless Installation and Integration of cutting-edge

security technologies, ensuring they work cohesively to fortify the client's physical environment. Our expertise extends to Access Control, where we implement robust systems for controlled entry, enhancing overall security. Video Management is a critical component of our services, ensuring comprehensive monitoring and recording capabilities for enhanced situational awareness. Lastly, our commitment extends to providing Managed Physical Security Services, where we undertake the ongoing responsibility of monitoring and optimizing physical security measures to uphold a resilient security posture. With TSCTI, clients can trust in a holistic and tailored approach that goes beyond traditional security measures, ensuring a robust and future-proofed physical security infrastructure.

Cloud Services (c): TSCTI takes pride in its team of experts in Cloud Services, including Cloud Architects, Migration Specialists, Deployment Engineers, and Managed Cloud Solution Providers. Our approach is anchored in industry-leading standards such as AWS, Azure, and Google Cloud, employing a comprehensive methodology for Infrastructure as a Service (laaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategic cloud solutions. Our process initiates with a meticulous Cloud Strategy and Design, leveraging methodologies such as AWS Well-Architected Framework and Azure Cloud Adoption Framework. This phase involves understanding client needs and formulating a customized strategy for optimal cloud utilization. The subsequent Migration process is executed by our Migration Specialists, utilizing tools like AWS Server Migration Service and Azure Migrate, ensuring a seamless transition of applications and data. The Deployment phase, led by Deployment Engineers skilled in Kubernetes and Docker, focuses on efficient application deployment and containerization. Utilizing Infrastructure as Code (IaC) tools such as Terraform, we ensure consistent and automated deployment. Our team excels in Managed Cloud Solutions employing services like AWS Managed Services and Azure Managed Services. This includes continuous monitoring, utilizing cloud-native tools, and proactive optimization to guarantee a resilient and cost-effective cloud environment. With a commitment to a holistic approach that aligns with the unique requirements of each client, TSCTI goes beyond standard cloud services. Clients can trust our expertise in cutting-edge methodologies and technologies to create a futureproofed and robust cloud infrastructure.

Networking Services (d): TSCTI boasts a proficient team of Network Services specialists, including Network Maintenance Experts, Edge Computing Engineers, SD-WAN and LAN Specialists, and Data Center Networking Professionals. Our approach is deeply rooted in industry-leading standards and frameworks, such as Cisco, Juniper, and VMware, ensuring a comprehensive methodology for network maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking. Our process commences with meticulous Network Maintenance and Monitoring, utilizing tools like Cisco DNA Center. This involves proactive maintenance, real-time monitoring, and the use of analytics to optimize network performance and ensure reliability. In the realm of Edge Computing, our team, led by Edge Computing Engineers, leverages frameworks like AWS IoT Greengrass and Microsoft Azure IoT Edge. This enables the efficient processing of data at the network edge, reducing latency and enhancing overall system responsiveness. The deployment of SD-WAN and LAN is executed by our specialists proficient in technologies such as Cisco SD-WAN and Aruba LAN solutions. This ensures seamless and secure connectivity across distributed networks, enhancing overall network efficiency. Our expertise in Data Center Networking involves the use of advanced tools like Cisco Nexus and VMware NSX. This phase focuses on the design, implementation, and optimization of networking solutions within the data center, ensuring scalability and reliability. With a commitment to a holistic approach that aligns with each client's specific needs, TSCTI ensures that our network services go beyond the conventional. Clients can rely on our expertise in cutting-edge methodologies, tools, and technologies for a resilient and future-ready network infrastructure.

Data Services (e): TSCTI brings together a skilled team of Data Services professionals, including Data Modernization Specialists, Backup and Recovery Experts, Data Processing and Storage Engineers, and Al/Machine Learning Solution Managers. Our approach is rooted in industry-leading standards and frameworks such as Hadoop, AWS Glue, and TensorFlow, ensuring a comprehensive methodology for data modernization, backup, processing, storage, as well as assessment, validation, production, and management of Al and machine learning solutions. The journey begins with Data Modernization, where our specialists leverage tools like Apache Kafka and AWS Kinesis to ensure the seamless transition of data to modern architectures. This involves optimizing data structures and formats for improved accessibility and efficiency. For Data Backup and Recovery, our experts utilize robust solutions such as Veeam and Commvault. This ensures the continuous protection of critical data, efficient recovery mechanisms, and adherence to industry best practices for data security. In the realm of Data and Document Processing and Storage, our team, versed in technologies like Apache Spark and Amazon S3, ensures the efficient processing, transformation, and secure storage of data and documents, meeting both current and future requirements. The capabilities extend to Assessment, Validation, Production, and Management of Al and Machine Learning Solutions. Our

specialists utilize frameworks including TensorFlow and PyTorch to assess data, validate models, transition to production, and efficiently manage Al and machine learning solutions, ensuring they align with business objectives and industry standards.

Related Solutions (f): Our commitment begins with Endpoint Security Products, where our specialists leverage advanced solutions such as Symantec and CrowdStrike. This involves the implementation of robust security measures at endpoints to safeguard against malicious threats and ensure data integrity. In the realm of Network Security Technologies, our team, well-versed in technologies like Cisco ASA and Fortinet, ensures the deployment of cutting-edge technologies to secure network perimeters and monitor traffic for potential threats. For Identity and Access Management Technologies, our IAM professionals utilize solutions like Microsoft Azure Active Directory and Okta. This ensures the effective management of user identities, access control, and authentication mechanisms for enhanced security. Security Analytics is a critical component led by our specialists' using tools like Splunk and IBM QRadar. This involves the continuous analysis of security data to identify and respond to potential threats effectively. The team extends its capabilities to Data Security Products, utilizing solutions like McAfee and Varonis. This involves implementing measures to safeguard sensitive data, control access, and ensure compliance with data protection regulations. Our expertise also encompasses IP Video Monitoring Systems, where engineers leverage technologies such as Axis Communications and Milestone Systems. This ensures the deployment of robust video monitoring solutions for enhanced situational awareness and security. For Intelligent Controllers, our specialists utilize technologies like HID Global and Mercury Security. This ensures the deployment of intelligent access control systems for enhanced security and flexibility. The capabilities extend to Mission Control Systems, where architects deploy advanced solutions like CNL Software and Hexagon. This ensures the centralized management and coordination of security operations for effective incident response. In the domain of Electronic Locks, our experts utilize solutions such as ASSA ABLOY and Allegion. This involves deploying secure and intelligent electronic lock systems for enhanced physical security. Our expertise in Network Infrastructure and Server Room Technology involves the deployment of reliable and resilient infrastructure, ensuring secure and efficient data flow within the network.

Software-as-a -Service (SaaS) Solution:

- Data Modernization and AI Integration: Implementing advanced data modernization techniques and integrating AI and machine learning solutions to streamline data processing, enhance data backup strategies, and contribute to the effective management of AI and machine learning projects. Our home-grown intelligent document processing solution IDPBot uses artificial intelligence and machine learning to digitalize paper forms to their digital formats. It is capable of recognizing any handwritings, smudged paper, torn or stained paper as well. It is currently deployed at Internal Revenue Service (IRS) and is one of the most accurate machine learning solutions in the market that is being used to digitize paper tax returns filed by the citizens every year. This solutions can also be used by any agency to reduce and/or eliminate paper usage meet their goals of becoming eco-friendly, and transform to be a paperless organization a first step towards digital transformation.
- Computer Aided Dispatch (CAD) Software for public safety: TSCTI's public safety software applications have been designed as fully integrated software solutions for public safety. Each module in our software suite utilizes the same Master Index File. TSCTI's Software Solution includes Computer Aided Dispatch, Law Enforcement Records Management, Administration, Mapping, GIS Services, Mobile CAD and AVL Software, Mobile Reporting, Interagency Interoperability, Public Records Web Portal, and many other functionalities. Our Fully integrated suite of products provides ease and simplicity across our client's public safety department, by providing local ordinances and citations, trespass warnings and tracking, property and evidence, eticketing, and case management.
- Contact Center Solution: We successfully employ the TSCTI Calls.Care solution in multiple existing small-scale and large-scale call centers. To optimize the handling of incoming calls, during and after business hours, our solution includes an IVR from AWS. The IVR platform architecture supports business continuity and system redundancy. The AWS platform and suite of call routing capabilities provide strategically designed, superior flexibility, scalability, uptime, and outage prevention. The operational infrastructure, both hardware and software, are proactively always monitored to be certain hardware and software are healthy and operating as expected. Systems are regularly patched with security and software updates, and regular maintenance releases include enhancements to current features as well as new features and functionality. To provide scalability, availability, and continuity, the IVR platform is cloud-based and continuously monitored for performance consistency. The IVR solution takes advantage of four high-performance, secure, US-based data centers that are geographically dispersed. This approach allows to scale the IVR quickly in times of high traffic volume, in addition to helping to ensure business continuity and disaster recovery, if needed.
- ERPKick: ERPKick is TSCTI's in-house proprietary system that offers a wide range of services to its government clients. It is a powerful, fully modular organizational tool that offers human resource services, timekeeping services, payroll

services, project management services, and various other services. ERPKick is a web-based solution that increases our efficiency and fosters individual responsibility and productivity. This provides a scalable platform for managing enterprise-wide information. Its Accounting & Finance modules provide a complete solution to manage accounting & back-office operations including Bill Rates, Pay Rates, Timesheets, Expenses, & Accounts Payables. ERPKick offers a complete human resource management solution that acts as a Staff Management & Tracking System (SMTS).

Category 3: IT Lifecycle Services, such as:

IT Asset Management Services (a): TSCTI brings together a proficient team of IT Asset Management experts and our approach is firmly grounded in industry-leading standards and frameworks such as ServiceNow, Flexera, and Microsoft, ensuring a comprehensive methodology for IT Asset Management Services. Our commitment starts with Hardware and Software Asset Management, where our specialists employ advanced solutions such as ServiceNow SAM and Flexera FlexNet Manager. This involves meticulous tracking, optimization, and reporting on hardware and software assets throughout their lifecycle. In the realm of Software as a Service (SaaS) Management, our team utilizes tools like Zylo and Cleanshelf. This ensures efficient management, optimization, and governance of SaaS applications, aligning them with business objectives and compliance requirements. Audit Management is a critical component led by our professionals' using solutions like ManageEngine. This involves preparing for and navigating through audits, ensuring compliance with licensing agreements, and optimizing asset usage. Our expertise extends to Maturity Assessments, where analysts utilize frameworks such as ITIL and COBIT. This involves evaluating and enhancing the maturity of IT Asset Management processes to align them with industry best practices. Sustainability Solutions are a key focus area led by our architects' using tools like GreenPath and AssetOptics. This ensures the integration of sustainability principles into IT Asset Management practices, aligning them with environmental and corporate social responsibility goals. The capabilities extend to Repair and Maintenance, where engineers leverage solutions like Ivanti and SysAid. This involves efficiently managing and executing repair and maintenance tasks for IT assets to ensure optimal functionality and longevity.

IT Datacenter decommissioning Services (b): Our approach is deeply rooted in industry-leading standards and frameworks such as ITIL and NIST, ensuring a comprehensive methodology for IT Datacenter Decommissioning. Our process initiates with meticulous Planning and Valuation, where we utilize methodologies such as ITIL Service Transition. This involves detailed planning for the decommissioning process, assessing the value of assets, and developing a comprehensive strategy. Data Shredding is a critical component led by our specialists using tools like Blancco and Shred-it. This ensures the secure and compliant shredding of data-bearing assets, protecting sensitive information throughout the decommissioning process. The team excels in De-racking and De-cabling, where we leverage methodologies aligned with industry best practices. This involves the systematic removal of servers and networking equipment, along with the careful disconnection and removal of cables. The De-powering phase is executed by our professionals, ensuring the safe shutdown and removal of power sources. This involves adhering to safety protocols and industry standards to minimize risks during the decommissioning process. Our expertise extends to Packing, where specialists employ best practices for secure packaging and transportation. This includes the careful packing of equipment and components to prevent damage during transit.

IT Asset Disposal and Retirement Services (c): Our approach is anchored in industryleading standards and frameworks such as R2 and e-Stewards, ensuring a comprehensive methodology for IT Asset Disposal and Retirement Services. Our commitment starts with Secure Data Destruction, where experts utilize methods like NIST SP 800-88. This involves the secure and compliant destruction of data-bearing assets, safeguarding sensitive information throughout the disposal process. Serialization is a critical component led by our specialists using industry-standard methods. This ensures the unique identification and tracking of assets, providing transparency and accountability in the disposal and retirement process. The team excels in Asset Value Recovery, leveraging best practices to identify and extract value from retired assets. This involves strategic approaches to maximize returns on asset investments through responsible recovery channels. Our expertise extends to Recycling and Remarketing, where specialists employ sustainable practices aligned with e-Stewards standards. This includes environmentally responsible recycling and the strategic remarketing of assets to extend their lifecycle. The Refurbishing phase is executed by our engineers, ensuring the careful restoration and enhancement of assets for potential reuse. This aligns with principles of circular economy and sustainability. Onsite Collection is a key focus area led by our teams, ensuring the secure and efficient collection of retired assets directly from client premises. This minimizes logistical challenges and ensures a seamless disposal process. ESG Reporting is an integral component, where analysts utilize frameworks such as GRI. This involves transparent reporting on Environmental, Social, and Governance aspects related to the disposal and retirement process.

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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TSCTI agrees to provide all the requested services for Category 2 including: Cybersecurity Services, Physical Security Services, Cloud Services, Networking services, Data Services, and Related Solutions, and for Category 3: IT Asset Management Services, IT Datacenter Decommissioning services, and IT Asset Disposal and Retirement Services to all Sourcewell participating entities in Canada. We have 5+ experience working for various clients across Canada. We will also provide products/solutions under Category 1 as well in the future, in both USA and Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TSCTI will serve all the geographic areas of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	TSCTI agrees to serve all the Sourcewell participating entity sectors. TSCTI has a nationwide presence supporting our customers in all 50 States, Canada, and Mexico. With HQs in Somerset, NJ and Mclean, VA, and local office in MN at (1010 Dale St N St Paul, MN 55117–5603), TSCTI has 16 offices throughout the United Clients which will help us to serve the under the contract for all entities and clients	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	TSCTI has collectively served over 300 public Agencies and have strong relationships with their Contracting Officers, and Program Managers. We have multiple cooperative contracts and have developed a comprehensive Marketing Plan that focuses on primarily targeting agencies where we have existing relationships to obtain business under Program. As a part of this Marketing Plan, we have designated a dedicated Business Manager (BM) who will be an important part of our PMO Advisory Council and will work very closely with our clients to market our services under Sourcewell's program. Marketing • Perform a detailed market analysis including assessment of strategic plans, key drivers, and potential opportunities; share this with our team; launch a targeted marketing campaign aimed at establishing and strengthening customer relationships. • Develop and distribute product specific marketing material along with information on our cooperative purchasing contracts Sourcewell customers. • Develop "White Papers"—technology briefings for potential customers. • Participate in trade shows, conferences, and Vendor Outreach Sessions. • Track and manage all marketing activities with TSCTI's marketing tool. • Conduct monthly team meetings to report on marketing activities and discuss the plan forward	
		TSCTI advertises the contract in our own highly viewed publications and our contract specific email campaign. TSCTI will market and promote the contract, through various avenues such as announcements in our publications, website, email campaigns, as well as on the contract's TSCTI's website page. Our marketing efforts will include personal meetings with the contract officers, and PMs highlighting our Unique Selling Position (USP) to them as well as the benefits of procuring their services through Sourcewell contract that enables efficient procurement process, saving tax payers dollars, time and resources that are typically expended in a traditional procurement cycle. We will regularly follow-up on our meetings and ensure that we know of the upcoming engagements at these agencies in advance. This will enable us to plan our execution beforehand including an effective transition plan to ensure continuity of business operations. We will apply innovative technical solutions like videoconferencing, and Customer Relationship Management (CRM) software to track and manage each potential agency client lead, detailing their need, time-frame of procurement, competitive analysis, budget, follow-ups, TO release dates, and sales prospects and customer management. The BM's compensation will be in part tied to the success of his/her marketing efforts on Sourcewell's contract and this will serve as an incentive for him/her to successfully market Sourcewell's contract.	

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TSCTI leverages advanced technology and digital data strategically to enhance marketing effectiveness. Our approach encompasses various elements, including social media and metadata usage, to ensure a comprehensive and targeted marketing strategy. Social Media Marketing: We employ social media platforms such as LinkedIn, Twitter, and Facebook to connect with our target audience. Utilizing analytics tools, we track engagement metrics, audience demographics, and content performance to refine our social media strategy. Customized content and targeted advertisements are crafted based on social media insights to reach specific client segments. Metadata Usage: Metadata plays a crucial role in optimizing content for search engines. We ensure that metadata, including keywords and descriptions, is strategically incorporated into our online content. Leveraging metadata analytics tools, we assess the effectiveness of metadata strategies, making data-driven adjustments to improve search engine visibility. Data Analytics: We employ data analytics tools to analyze user behavior, preferences, and engagement patterns on our digital platforms. Customer relationship management (CRM) systems are utilized to track customer interactions, enabling personalized communication and targeted marketing campaigns. Personalized Marketing: Through data analysis, we develop customer personas and segment our audience for more personalized marketing approaches. Email marketing campaigns are tailored based on customer preferences, ensuring relevant content and increased engagement. Automation and AI: Marketing automation tools streamline processes, allowing for timely and targeted communication with potential clients. AI algorithms analyze data to predict trends, customer behavior, and market dynamics, enabling proactive adjustments to our marketing strategy. Content Strategy: Our content strategy incorporates SEO best practices, ensuring that digital content is optimized for search engines and aligned with customer interests. Dynamic cont
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being an awardee of one of the Sourcewell Contracts, we have been working with our supplier development administrator for almost 2 years now and has been a great experience in learning as a vendor and educating procurement best practices to public sector entities. With the current contract, we provided Sourcewell team with SEO content that is utilized as part of our vendor contract page on Sourcewell's website. This has been helpful when potential customers search for the products/services. Advertising the award of a contract in a monthly newsletter and refreshing the award notice consistently (bi-annually, if not more), would be mutually rewarding to both Sourcewell contract utilization and TSCTI as a vendor providing services. Our team will work with Sourcewell to design the marketing artifacts for promotion of the contract through we will update our marketing material to integrate Sourcewell awarded contract, including publishing on our website and social media. We inform our existing customers and promote procurement through the contract as part of our organic marketing — especially those contracts that would be coming out for a re-bid and those customers who are looking to procure our products and solutions that are not covered under the scope of services of their existing contracts.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All our products and solutions can be made available through e-procurement ordering system. But we currently do not use any internal or public facing systems that is made available for entities to place an order. Currently all our customers reach out to us directly via email to inquire about or procure our products and solutions. Our Al/ML product – IDPBot is developed and hosted on AWS cloud and is available for entities to purchase through their marketplace.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
Item			

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	TSCTI's strategic business solutions have been on the sharp rise, which is clearly evident from the value-add services and the level of rapport that we build with our esteemed clients. We provide education to all program stakeholders for client and suppliers during the initiation of the program and on an ongoing basis thereafter for the life of the contract. TSCTI will train system administrators and other designated Client personnel on the use of our product. Our standard training curriculum includes supplier rules of engagement with Client purchasing managers, on and off project roll procedures, pre-engagement compliance, performance expectations, etc. All training services are provided by TSCTI training specialists. Courses are delivered on premises as required and are also made available weekly online. Courses online are instructor-led and interactive, and they deliver the same content as those on-premises. Brief, function-specific training videos are also available via web-based video training. Proper education is critical for the suppliers that will use the system. We give great attention to ensuring that we educate participating entities and their resources on both the use of our products, and also on the benefits they can gain from program. Every user, client, and resource are provided with an orientation to "Get Started Guide" which highlights the functions key to the individual's program role. This is a pictorial guide and is also tailored for specifics of Client's Cooperative purchasing program. Curriculum and all training materials are available to Client upon request.	*
41	Describe any technological advances that your proposed products or services offer.	We bring a corporate Center of Excellence (CoE) and Innovation Hub (iHub) to promote innovation for enhanced services. Our Innovation Lab is in our 50,000 Sq Ft. McLean headquarters (HQ) accessed by all our employees and customers. We leverage industry analyses from Gartner and Forrester, as well as other research analysis. We use the innovation lab to generate ideas and collaborate with our clients and develop our talent and develop capabilities. TSCTI has an internal team of domain specific SMEs, who are part of Emerging Technologies Committee. The committee's charter is to stay abreast of new and developing technologies, project specific methodologies, frameworks, and tools & techniques categories that have potential to impact our clients, our service deliveries, and our internal operations. Our committee organizes and executes product and strategy roadmaps each year to ensure we have the right plans for innovation and development. One initiative is the building of our Talent Technology Ecosystem, where we work with the best-in-class technology partners for key market driven. This allows our clients to have access to a portfolio of vetted, innovative technology partners that can be integrated into the products, creating a seamless user experience while addressing key pain points.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	TSCTI works with a wide variety of clients, but it especially seeks out businesses that are committed to values beyond profit. It's our goal to do business the way we live by using no more than we need, respecting those around us and tread lightly with a small footprint. Although this is hard to accomplish in the modern world; we believe that design, creativity, and innovation can drive change, generate new ideas and leave things in a better Client than the way we found them. Through its Go Green Polices, TSCTI is committed to save the environment and contribute towards making Earth a better place to live in. Outlined below is green code of practices that we follow: Our product IDPBot can be utilized by any agency/organization to digitize all paper documents, eliminate paper usage (Eco-friendly) - a first step towards digital transformation. Electricity and saving energy: Turn off lights and air conditioners whenever not in use and when leaving the office or conference room. It is of primary attention to save energy while we are not using it. Prior to logging out, TSCTI employees must unplug electronic devices and shut down systems to save energy. Day Lighting: Use natural light at the office whenever possible. Recycling: We recycle waste papers and reuse materials at every opportunity. Partners: TSCTI commits to align with green suppliers and partners. Saving miles/ gas/ petrol: We encourage employees to have virtual meetings, web conferences rather than traveling to meetings. Save Trees/ Paper: TSCTI encourages using emails instead of using paper; using e-method to note things; minimize the amount of printed materials & direct mail we use. At TSCTI we use minimalistic printing and embed the following into our email signatures to remind us of and others of saving trees. "Please consider the environment before printing this e-mail". When paper is necessary, we photocopy both sides and use old paper for scrap paper. Digital/ Cloud storage: To cut down paper usage and reduce clutter, digital/ cloud storag	*

43	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	TSCTI is a National Minority Supplier Development Council certified MBE supplier. Certification Copy uploaded under the Document Upload Section.	*

What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

We are pleased to provide value-added services to Sourcewell, directly or indirectly. This narrative describes our value-add from the perspective of agencies who receive our support; and the supplier network.

Nationwide Presence: We have a nationwide business presence with more than 250 public agencies. Strong Technology Product services and providing related solutions Experience: We have been a single awarded Managed Service Provider for Client of New Jersey and have successfully delivered more than 700+ similar projects under the contract. We recently got award a contract with Client of Florida as Managed Services Provider for their Similar security, cloud, network, data services and related solution, and IT Lifecycle service project need.

TSCTI has aligned its services with an industry leader with an immaculate and reliable performance record for providing software that provides the functionality to enable transparency and access to data across the program.

Rates based on industry Standards: The direct labor rate composite for the proposed labor category were obtained by consulting Economic Research Institute (ERI)'s Salaries and Cost of Living Index. In addition, we looked at our salaries on current supported projects and our GSA rates.

Productivity Tools: We offer an electronic suite of online tools to increase the efficiency of your ordering, timekeeping, and reporting processes. With these productivity tools, TSCTI and Sourcewell will gain access to analytics that will allow us to determine areas to improve so that the contract run more efficiently and smoothly.

Quality Processes & People: Our processes are ISO 9001:2015 certified and we are an IT firm, able to cut through technical jargon to evaluate project's true value to the Sourcewell.

Strategic Business Partnerships: TSCTI has developed key partnerships to deliver the best of breed solution to its clients. We have alliances with several leading technology companies like Microsoft, HP, Oracle, Juniper, SolarWinds, Cisco, VMWare, Dell, and IBM. We are Microsoft Certified Gold Partner, Oracle Certified Gold Partner and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support.

Turnaround Time: The turnaround time for each project requirement is contingent on various factors inherent to the project's unique characteristics. Factors such as project size, complexity, and resource availability play pivotal roles in determining the timeframe. The segmentation of projects into distinct phases and milestones allows for a more granular approach to tracking and managing timelines. Additionally, client reviews and approval processes, the incorporation of advanced technologies, and efficient supplier/vendor coordination contribute to the overall project turnaround. A proactive approach to risk management and contingency planning is essential for mitigating unforeseen delays. The selected project management methodology, whether Agile, Waterfall, or a hybrid model, also shapes the pace of project delivery. Ultimately, a comprehensive analysis during the planning phase ensures the establishment of realistic and achievable turnaround times, fostering successful project execution within the defined parameters.

Competitive Service Level Agreements: We offer best SLA's which help us in delivering apt services with a quick turnaround time with high quality standards.

Financially Stable: TSCTI is a well-established and financially stable company, having annual revenue of \$395M+ for the year 2020.

Brand Recognition: Because of our excellent past performance and D&B rating, TSCTI has greater aided building brand consciousness in the industry than other IT Managed Service firms.

Customer Rating: With a Mission Commitment of "Relationships Build on Success" TSCTI is ranked in the top 2% nationwide compared to other Managed Service Provider for Technology Product services and related solution providers by a 3rd Party Survey from Dun and Bradstreet, with the following scores from our current customers: Reliability: 97%

Responsiveness: 97% Quality: 95%

Business Relations: 99% Order Accuracy 95% Delivery & Timeliness 97%

Personnel 98% Customer Support 95%

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Not Applicable	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not Applicable	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not Applicable	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Not Applicable	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Not Applicable	*
51	What are your proposed exchange and return programs and policies?	Not Applicable	*
52	Describe any service contract options for the items included in your proposal.	Not Applicable	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	TSCTI upholds stringent performance standards and guarantees across the spectrum of services outlined in Category 2 (Security, Cloud, Network, and Data Services) and Category 3 (IT Lifecycle Services). Our commitment to excellence is reflected in the following performance standards and guarantees: Category 2: Security, Cloud, Network, and Data Services Cybersecurity Services: TSCTI guarantees adherence to industry-leading cybersecurity frameworks, including NIST, CIS, GLBA, ISO 27001, and PCI DSS, ensuring the highest standards of security. Performance standards include comprehensive cyber risk assessments, zero trust implementations, and efficient threat and vulnerability management. Physical Security Services: Our physical security services guarantee meticulous site assessments, seamless upgrade planning and execution, and the integration of cutting-edge technologies. Performance standards encompass access control, video management, and overall managed physical security services. Cloud Services: TSCTI ensures the implementation of robust Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions, aligning with industry best practices. Performance standards include a strategic approach to cloud strategy, design, migration, deployment, and ongoing management. Network Services: Performance standards for network services involve proactive maintenance and monitoring, efficient edge computing, SD-WAN, LAN management, and data center networking solutions. Data Services: TSCTI guarantees excellence in data services, covering data modernization, backup, processing, storage, and the assessment, validation, production, and management of Al and machine learning solutions. Performance standards include the secure and efficient handling of data throughout its lifecycle. Related Solutions: Performance guarantees for related solutions encompass the effective deployment of endpoint security products, network security technologies, identity and access management solutions,

Bid Number: RFP 121923 Vendor Name: 22nd Century Technologies, Inc.

Category 3: IT Lifecycle Services

IT Asset Management Services: TSCTI guarantees comprehensive hardware and software asset management, audit management, maturity assessments, sustainability solutions, and effective repair and maintenance. Performance standards include accurate and auditable online accounting records, ensuring transparency and compliance.

IT Datacenter Decommissioning: Performance guarantees for IT datacenter decommissioning include meticulous planning, valuation, secure data destruction, and environmentally responsible practices in de-racking, de-cabling, de-powering, and packing.

IT Asset Disposal and Retirement Services: TSCTI guarantees secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and adherence to ESG reporting standards.

Below are given the SLA's that TSCTI will follow across the project lifecycle; Category 2: Security, Cloud, Network, and Data Services with Related Solutions: Initiation and Planning Response Time:

TSCTI Goal: 4 business hours Performance Target: 98% or higher

Description: Measures average response time from the initiation of the project

request to confirmation and planning of project requirements.

Calculation: Number of project initiations confirmed and planned within 4 hours / total number of project initiations

Frequency of Review: Monthly

Execution Monitoring and Control Time:

TSCTI Goal: 2 business days Performance Target: 95% or higher

Description: Measures the average time taken from project execution to monitoring

and control phase initiation.

Calculation: Number of projects where execution monitoring and control initiated

within 2 business days / total number of projects

Frequency of Review: Monthly

Closure and Reporting Time: TSCTI Goal: 5 business days Performance Target: 92% or higher

Description: Measures the average time taken from project closure to the generation

and delivery of the final project report.

Calculation: Number of projects where closure and reporting completed within 5

business days / total number of projects

Frequency of Review: Monthly

Category 3: IT Lifecycle Services:

IT Asset Management Services Confirmation Response Time:

TSCTI Goal: 4 business hours Performance Target: 98% or higher

Description: Measures average response time from receipt of the IT asset

management request to confirmation of request receipt.

Calculation: Number of IT asset management requisitions confirmed within 4 hours /

total number of IT asset management requisitions

Frequency of Review: Monthly

Datacenter Decommissioning Time:

TSCTI Goal: 10 business days Performance Target: 95% or higher

Description: Measures the average time taken to complete the decommissioning

process for IT datacenters.

Calculation: Number of IT datacenter decommissioning projects completed within 10

business days / total number of IT datacenter decommissioning projects

Frequency of Review: Monthly

Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) Within each phase, objectives, operational activities, responsibilities, resources, deliverables, KPIs/metrics, and performance reviews are defined, assigned, scheduled, established, reported on, and refined. Each requirement is measured against key performance indicators (KPIs) such as time or schedules, cost, scope, and quality which are key in maintaining and improving contract performance standards and output. Performance of all performance requirements and tasks will be continually measured against these indicators providing a basis to assure our services and support are properly planned, controlled, tracked, reported on, and managed according to requirements and SLAs. While requirements, tasks, and/or projects move from the planning phase and through the execution, monitoring and controlling phase, our Account Manager will provide transparent reporting based on qualitative and quantitative data communicated regularly for the respective task areas.

TSCTI uses its quality control program that ensures compliance with all contract requirements. TSCTI proven Quality Control Program (QCP), has been effectively proven in over 300 projects of similar size and scope. For Sourcewell, our QCP will assure effective quality assurance (QA) on customized policies and procedures for all contract requirements that our team will identify, control, measure and improve throughout this engagement. We implement Quality Control activities that emphasize prevention rather than detection and drive Continuous Improvement throughout the contract lifespan. Upon Sourcewell's approval, our QCP will describes how we will meet, exceed, monitor, track, report, comply, and improve services and quality standards and meet the WOR goals and mission requirements set forth in the contract. TSCTI's QCP for the Sourcewell encompasses quality methods and techniques that are designed to accomplish:

- Meeting, exceeding, and improving established performance requirements and standards
- Defining a status review process for planning and controlling all activities to ensure completion of

all requirements under this contract

- Defining inspection systems for all base-lined services identified in the SOW
- Identifying specific performance standards, methods, and frequency of inspection, assignment of

responsibility to ensure acceptable quality performance

• Identifying and correcting problems before effecting projects / operations through trend analysis

and conducting well-defined process audits (routine and incident driven)

- Implementing systemic process improvements as additional opportunities are identified
- Presenting an objective and quantifiable method for improving processes and procedures through

quantitative measurement, constantly evaluating the reliability of processes, and services

 Defining an effective QM reporting and communications structure through defined QC roles and

responsibilities that keeps stakeholders informed of relevant and important quality activities, such as

compliance with Commission regulations, Department Standards and RFP

Each year, we send survey to our clients asking what we are doing well and where we need to improve. Moreover, TSCTI uses internal key performance indicators to track its performance. At project onset, we work with the Clients to define performance objectives and develop meaningful ways for clients to track our results. KPI: Delivery %

Measure: Ability to deliver the number of projects requested

KPI: Unfilled Order %

Measure: Orders TSCTI was unable to fill

KPI: Canceled Order %

Measure: Orders canceled by the client

KPI: First Day Punctuality %

Measure: Customer satisfaction with project's performance

KPI: Turnover %

Measure: Ability to manage turnover and drive performance

KPI: Turnover & Satisfactory Performance Detail

Measure: Reasons why orders closed and client feedback on employee performance

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days and accepted payment methods are ACH & Cheques.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	None	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a standard contract that we get signed between two parties once the contract is awarded.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept P-card procurement payment process and there is an additional cost to Sourcewell participating entities for using P-card procurement and payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Not Applicable as our pricing model is services based. We don't offer electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for the solutions.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Not Applicable as our pricing model is services based. We don't offer electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for the solutions.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, we offer 0.05% discount on volume purchase over \$5M.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not Applicable as our pricing model is services based. We don't offer electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases for the solutions.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not Applicable as our provided cost covers all cost of acquisition.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not Applicable as our provided cost covers all cost associated with freight, delivery, and shipping.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Not Applicable as our provided cost covers all cost associated with freight, delivery, and shipping for Alaska, Hawaii, Canada, or any offshore delivery.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable, our services are supported by products and we don't offer electronic catalog system for distribution of our services.	*

Table 12: Pricing Offered

Line	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	TSCTI is proposing to fix cost to each user of Sourcewell and every customer can access the centralized cost chart of associated services. Our product can track the cost associated with teach work order/task order. We can define various fields to give clearer visibility on the progress of the contract and tracking cost. TSCTI account executive can extract the sales report. As normal practice with provide each customer with sales report on or before the 30th calendar day after the close of the client's fiscal quarter or as request.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	TSCTI provides comprehensive reporting capability that includes, but is not limited to, ad-hoc reporting, extensive standard reporting, and monthly reporting on a number a program attributes. Report delivery is in real time, online, and available 24/7. Data delivered is also filtered in a manner appropriate to user security permissions as configured by the participating entity. Monthly reporting will include Client required reports on all aspects of the program, including but not limited to project management, usage, and deliverables. The system also provides both managers and users the ability to create and run their own reports and managed views. TSCTI provides education services on the use of the product, ad-hoc report creation tools and on personalization of existing standard reports. We strongly believe that standard Reports should be configured to client needs to maximize their usefulness. During implementation we will discuss reporting needs and configure reporting as specifically requested from the variables listed below. Below is a high-level of the most common items in our Standard Program Reports utilized within our Cooperative purchasing programs. Standard reports are divided into several categories. IT Project Dashboard o Example: Task Timeline, Task Status %, Task Priority %, Budget: Actual and Planned, Pending Items, Compliance with Rates, Compliance with Program requirements, Quality, and Opportunity for expansion Program Compliance Reports o Rate compliance, Program Compliance 7 SLA Scorecard, Preemployment compliance, Quality and Satisfaction Surveys Usage Reports o Dollars Spent Savings Reports o Dollars saved from NTE Combining variables to configure standard reports: Usage, Spend, and Savings reports are available with the following configurations and combinations of factors. o By Time Periods: Such as Weekly, Monthly, Quarterly, Annual as well as trending by comparing like time intervals over defined time periods o By Business Unit: Including but not limited to Department, Sub Agency
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	C Yes	€ Yes	
	C No	C No	∩ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Provide a detailed description of the equipment, products, and services that you are offering in your proposal. TSCTI stands as a proven leader in the realm of cutting-edge tect showcasing a robust technical capacity, unparalleled capability, and record of delivering exceptional services. With over two decades of TSCTI has successfully provided a spectrum of services to more earning the trust of esteemed organizations, including Sourcewell. excellence is evident through our participation in cooperative control. NASPO, Edu-Cooperative, and numerous others. At TSCTI, our tearning the trust of our success. We have consistently demonstrated deliver innovative solutions across diverse domains, leveraging ind frameworks, methodologies, tools, and technologies. Our expertise the spectrum of services, ensuring that clients receive tailored solutions across diversed to the spectrum of services and the spectrum of services and the spectrum of services are successfully services.	d a proven track of experience, than 300 clients, Our commitment to racts such as echnical prowess is ed the ability to dustry-leading e extends across
other cooperative contracts, TSCT1 has garnered a reputation for expectations. Our proficiency in delivering services across various with a commitment to quality, compliance, and adherence to indus as CMMI L3 Dev & SVC, ISO 20000, ISO 27001, and ISO 9001 a reliable and trusted partner. Below we have detailed our descrip proposed services; Category 2: Security, Cloud, Network, and Data Services with Rel Cybersecurity Services: TSCT1 provides comprehensive cybersecur grounded in industry-leading frameworks, including NIST, CIS, GLE PCI DSS, and more. Our approach covers cyber risk assessment strategy and operations, zero trust, skills and training, penetration vulnerability management, content security, network visibility, endpo aggregation, correlation, disaster response, recovery, and managed Methodology: We conduct thorough risk assessments, implement s cybersecurity programs, deploy Zero Trust frameworks, provide ski penetration testing, manage treats and vulnerabilities, ensure cont security, and offer comprehensive managed cybersecurity services. Physical Security Services: Our physical security services include upgrade planning and execution design, installation, integration, ac management, and managed physical security services. Methodology: We start with meticulous site assessments, plan and aligned with evolving security requirements, seamlessly integrate of technologies, implement robust access control systems, and provic physical security services for nogoing optimization. Cloud Services: TSCTI offers Infrastructure as a Service (laaS), P Service (PaaS), Software as a Service (SaaS), and comprehensive design, migration, deployment, and managed cloud solutions. Methodology: We leverage leading cloud service models, design obased on client needs, execute seamless migrations, deployment and computing, SD-WAN and LAN, and data center networking. Methodology: We ensure the maintenance and monitoring of netwe implement cutting-edge edge computing solutions, optimize SD-Wa configurations, and provide robust	ing Sourcewell and exceeding a sectors, coupled stry standards such 1, sets us apart as ption of the sets as a sets as a set of the set

Methodology: We modernize and secure data, implement robust backup solutions, process and store data and documents efficiently, and provide end-to-end services for AI and machine learning solutions.

Related Solutions: Our offerings include endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology. Methodology: We deploy cutting-edge security products and technologies tailored to client needs, ensuring a holistic approach to endpoint, network, and data security.

Software-as-a -Service (SaaS) Solution:

- Scanning and Digitalization Solution: Implementing advanced data modernization techniques and integrating AI and machine learning solutions to streamline data processing, enhance data backup strategies, and contribute to the effective management of AI and machine learning projects. Our home-grown intelligent document processing solution IDPBot uses artificial intelligence and machine learning to digitalize paper forms to their digital formats. It is capable of recognizing any handwritings, smudged paper, torn or stained paper as well. It is currently deployed at Internal Revenue Service (IRS) and is one of the most accurate machine learning solutions in the market that is being used to digitize paper tax returns filed by the citizens every year. This solutions can also be used by any agency to reduce and/or eliminate paper usage meet their goals of becoming ecofriendly, and transform to be a paperless organization a first step towards digital transformation.
- Computer Aided Dispatch (CAD) Software for public safety: TSCTI's public safety software applications have been designed as fully integrated software solutions for public safety. Each module in our software suite utilizes the same Master Index File. TSCTI's Software Solution includes Computer Aided Dispatch, Law Enforcement Records Management, Administration, Mapping, GIS Services, Mobile CAD and AVL Software, Mobile Reporting, Interagency Interoperability, Public Records Web Portal, and many other functionalities. Our Fully integrated suite of products provides ease and simplicity across our client's public safety department, by providing local ordinances and citations, trespass warnings and tracking, property and evidence, e-ticketing, and case management.
- Contact Center Solution: We successfully employ the TSCTI Calls.Care solution in multiple existing small-scale and large-scale call centers. To optimize the handling of incoming calls, during and after business hours, our solution includes an IVR from AWS. The IVR platform architecture supports business continuity and system redundancy. The AWS platform and suite of call routing capabilities provide strategically designed, superior flexibility, scalability, uptime, and outage prevention. The operational infrastructure, both hardware and software, are proactively always monitored to be certain hardware and software are healthy and operating as expected. Systems are regularly patched with security and software updates, and regular maintenance releases include enhancements to current features as well as new features and functionality. To provide scalability, availability, and continuity, the IVR platform is cloud-based and continuously monitored for performance consistency. The IVR solution takes advantage of four high-performance, secure, US-based data centers that are geographically dispersed. This approach allows to scale the IVR quickly in times of high traffic volume, in addition to helping to ensure business continuity and disaster recovery, if needed.
- ERPKick: ERPKick system offers a wide range of services. It is a powerful, fully modular organizational tool that offers human resource services, timekeeping services, payroll services, project management services, and various other services. ERPKick is a web-based solution that increases our efficiency and fosters individual responsibility and productivity. This provides a scalable platform for managing enterprise-wide information. Its Accounting & Finance modules provide a complete solution to manage accounting & back-office operations including Bill Rates, Pay Rates, Timesheets, Expenses, & Accounts Payables. ERPKick offers a complete human resource management solution that acts as a Staff Management & Tracking System (SMTS).

Category 3: IT Lifecycle Services

IT Asset Management Services: TSCTI provides IT asset management services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance.

Methodology: We employ mature processes and tools for asset management, conduct thorough audits, assess maturity levels, offer sustainability solutions, and provide comprehensive repair and maintenance services.

IT Datacenter Decommissioning: Our services include planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing for IT datacenter decommissioning.

Methodology: We follow a systematic approach for decommissioning, ensuring proper planning, secure data destruction, and efficient removal of IT infrastructure components.

IT Asset Disposal and Retirement Services: TSCTI covers secure data destruction,

		serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting for IT asset disposal and retirement. Methodology: We prioritize secure data destruction, implement serialization for tracking, recover asset value, recycle and remarket equipment, refurbish as needed, provide onsite collection, and adhere to ESG reporting standards.
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	TSCTI offers a comprehensive range of solutions within the specified RFP category. The subcategories that best describe our products and services include: Security Solutions: Cybersecurity Services, Physical Security Services, Endpoint Security Products, Network Security Technologies, Identity and Access Management Technologies, Security Analytics, Data Security Products, IP Video Monitoring Systems, Intelligent Controllers, Mission Control Systems, Electronic Locks Cloud Solutions: Infrastructure as a Service (laaS), Platform as a Service (PaaS), Software as a Service (SaaS), Cloud Strategy, Design, Migration, Deployment, Managed Cloud Solutions Network Solutions: Maintenance and Monitoring, Edge Computing, SD-WAN and LAN, Data Center Networking Data Solutions: Data Modernization, Data Backup, Data and Document Processing and Storage, Assessment, Validation, Production, and Management of Al and Machine Learning Solutions IT Lifecycle Services: IT Asset Management Services, IT Datacenter Decommissioning, IT Asset Disposal and Retirement Services. These subcategories encompass a wide array of specialized services, ensuring a holistic approach to address the diverse needs outlined in the RFP.

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	C Yes ເ No	
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	C Yes ← No	
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	C Yes No	
77	Software related to the purchase of the equipment described in Lines 74-76 above;	∩ Yes ெ No	
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	C Yes No	
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	C Yes No	

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	N/A
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	N/A
82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	N/A
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	N/A

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	© Yes ○ No	TSCTI, with a proven track record of delivering cutting-edge IT solutions to over 300 clients, including esteemed organizations like Sourcewell, brings a wealth of experience in providing comprehensive cybersecurity services. Rooted in industry-leading frameworks such as NIST, CIS, GLBA, and ISO 27001, TSCTI's cybersecurity methodology ensures robust protection against evolving cyber threats. Our approach encompasses a spectrum of services, from in-depth cyber risk assessments to program strategy and operations, zero trust implementation, skills and training programs, penetration testing, and managed cybersecurity services. Employing advanced tools and adhering to globally recognized frameworks, we tailor our approach to each client's unique landscape. The structured methodology, coupled with a commitment to continuous improvement, positions TSCTI as a trusted partner in fortifying digital environments against the everevolving cyber threat landscape. Cyber Risk Assessments: TSCTI employs a meticulous approach to cyber risk assessments, aligning with the NIST Cybersecurity Framework. Leveraging tools such as Nessus and Qualys, we conduct in-depth vulnerability scans, providing a comprehensive risk profile to identify and mitigate potential threats. Program Strategy and Operations: Our program strategy and operations are grounded in the ISO 27001 Information Security Management System. Using governance, risk management, and compliance (GRC) tools, we develop and implement strategic cybersecurity programs, ensuring adherence to ISO 27001 standards and robust governance practices. Zero Trust: Adopting a Zero Trust Architecture, TSCTI fortifies security by validating and authenticating all users and devices attempting network access. Utilizing tools like BeyondCorp, we minimize the attack surface, enhance security, and diminish the risk of lateral movement within the network. Skills and Training: TSCTI fosters a culture of continuous learning aligned with the NICE Cybersecurity Workforce Framework. Through learnin

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systems, we deliver tailored training programs, empowering client teams with the latest cybersecurity skills and knowledge to proactively respond to evolving threats.

Penetration Testing: Following the Penetration Testing Execution Standard (PTES), TSCTI conducts ethical hacking using tools like Metasploit and Burp Suite. This approach simulates real-world cyber-attacks, identifying vulnerabilities and weaknesses to fortify defenses effectively.

Threat and Vulnerability Management: Using the Common Vulnerability Scoring System (CVSS) and MITRE ATT&CK framework, TSCTI implements a systematic process for identifying, prioritizing, and mitigating potential threats. This ensures a proactive defense against emerging risks and vulnerabilities. Content Security: TSCTI implements a Defense in Depth strategy following the CIS Critical Security Controls. Employing secure email gateways, web filtering, and data loss prevention tools, we safeguard against malicious content and potential data breaches. Network Visibility and Endpoint Detection: Utilizing the Cyber Kill Chain model and NIST Cybersecurity Framework, TSCTI enhances network visibility through SIEM solutions and implements Endpoint Detection and Response (EDR) tools. This proactive approach identifies and responds to potential threats promptly. Log Aggregation and Correlation: Following the ELK (Elasticsearch, Logstash, Kibana) stack and NIST Cybersecurity Framework, TSCTI implements log aggregation and correlation mechanisms. This ensures centralized analysis of log data from various sources, aiding in the detection and response to security incidents.

Disaster Response and Recovery: Adhering to the Disaster Recovery Institute International (DRII) framework, TSCTI develops comprehensive disaster response and recovery plans. Utilizing backup and recovery solutions, we ensure swift responses to cybersecurity incidents while minimizing potential damage and downtime.

Managed Cybersecurity: Aligned with the ITIL framework, TSCTI provides ongoing managed cybersecurity services. Leveraging continuous monitoring solutions, we offer threat intelligence updates, incident response, and adherence to ITIL practices, maintaining a resilient security posture for our clients.

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85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control, video management, and managed physical security services;	€ Yes C No	Leveraging its extensive expertise in delivering top-tier security solutions, TSCTI stands as a leading provider of physical security services. With a rich history of serving over 300 clients, including Sourcewell, TSCTI employs a structured and advanced approach to meet diverse security needs. Our cadre of experts specializes in a range of physical security services, such as site assessment, upgrade planning, execution design, installation, integration, access control, video management, and managed physical security services. Aligned with industry best practices and standards, TSCTI ensures that each client receives a tailored solution fortified by cutting-edgle technologies and meticulous planning. Our commitment extends beyond installation to the seamless integration and management of physical security measures, providing clients with a holistic and future-proofed security infrastructure. Site Assessment: TSCTI excels in comprehensive site assessments, leveraging industry-leading methodologies such as the Security Risk Assessment (SRA) framework. Through advanced tools like CPTED (Crime Prevention Through Environmental Design), we conduct in-depth evaluations of a client's physical infrastructure. This ensures a thorough understanding of vulnerabilities, risks, and opportunities to enhance overall security. Upgrade Planning and Execution Design: Our approach to upgrade planning aligns with established security standards such as ASIS International guidelines. Employing a systematic methodology, we plan and execute security upgrades tailored to evolving client requirements. This includes the integration of advanced technologies and design principles for optimal security efficacy. Installation and Integration: TSCTI specializes in the seamless installation and integration of cutting-edge security technologies. Aligned with industry best practices, our experts ensure that security systems work cohesively, addressing access control systems is a cornerstone of our physical security infrastructure. Access Contro

DocuSign Envelope ID: 393217EB-17F8-4643-83DD-66156A39EA2C Drawing on our extensive experience in serving over Cloud, such as Infrastructure as a Service 300 clients, including Sourcewell and various (laaS), Platform as a Service (PaaS), C No Software as a Service (SaaS), and strategy, cooperative contracts, TSCTI stands as a trusted design, migration, deployment, and managed partner in delivering cutting-edge technology solutions. With a proven track record in Cloud, our technical cloud solutions; prowess aligns with industry standards and best practices. We offer a holistic approach, ensuring seamless integration, robust security, and optimal performance across Infrastructure as a Service (laaS), Platform as a Service (PaaS), Software as a Service (SaaS), and comprehensive cloud strategy services. Cloud Strategy and Design: TSCTI's cloud services commence with a meticulous strategy and design phase. Guided by industry frameworks like AWS Well-Architected and Azure Well-Architected Framework, we tailor cloud strategies to align with clients' business goals. Our design process integrates the latest tools such as AWS CloudFormation and Azure Resource Manager, ensuring scalability, security, and costeffectiveness. Cloud Migration and Deployment: We excel in seamless cloud migration and deployment, employing methodologies like the 6 R's of migration (Rehost, Refactor, Revise, Rebuild, Replace, and Retire). Utilizing tools such as CloudEndure and Azure Migrate, TSCTI ensures minimal downtime and maximum efficiency during the migration process, ensuring a smooth transition to cloud environments. Infrastructure as a Service (IaaS): TSCTI's IaaS solutions leverage leading platforms such as Amazon Web Services (AWS) and Microsoft Azure. Our approach aligns with NIST standards, offering scalable and on-demand infrastructure resources. Utilizing tools like AWS Elastic Compute Cloud (EC2) and Azure Virtual Machines, we tailor laaS solutions to meet specific client needs, providing flexibility and efficiency. Platform as a Service (PaaS): In the PaaS domain, TSCTI adopts agile methodologies and platforms like Google App Engine and Azure App Service. This ensures a streamlined development process, accelerating time-to-market for applications. Our PaaS solutions enable clients to focus on application development while we handle the underlying infrastructure. Software as a Service (SaaS): Our SaaS offerings embrace industry standards such as ISO 27001 for information security. Employing platforms like Salesforce and Microsoft 365, TSCTI delivers customizable and secure SaaS solutions. This approach ensures that clients benefit from efficient software delivery models while maintaining data integrity and security. Managed Cloud Solutions: TSCTI provides end-to-end managed cloud solutions, aligning with ITIL practices for service management. Leveraging tools like AWS CloudWatch and Azure Monitor, we offer continuous monitoring, optimization, and support, ensuring clients' cloud environments remain secure, compliant, and performant. Our commitment extends beyond deployment, providing ongoing management for a

resilient and future-proofed cloud infrastructure.

ready and resilient network infrastructure.	1	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	€ Yes C No	In the dynamic landscape of network services, TSCTI brings forth a wealth of experience honed through serving more than 300 clients, including esteemed entities like Sourcewell. Our comprehensive network solutions encompass maintenance and monitoring, cutting-edge edge computing, Software-Defined Wide Area Networking (SD-WAN) and Local Area Networking (LAN), and robust data center networking. Maintenance and Monitoring: TSCTI's network maintenance and monitoring services are guided by ITIL practices. Leveraging tools like SolarWinds and Nagios, we ensure the continuous health and performance of networks. Proactive monitoring enables swift issue identification and resolution, minimizing downtime and enhancing overall network reliability. Edge Computing: As a pioneer in edge computing solutions, TSCTI aligns with the OpenFog Consortium's framework. Our approach integrates advanced technologies like IoT devices and edge servers, decentralizing computing power for faster data processing. This results in reduced latency and enhanced efficiency for applications requiring real-time processing. SD-WAN and LAN: In the realm of WAN and LAN, TSCTI employs SD-WAN solutions adhering to industry best practices. Utilizing platforms like Cisco SD-WAN and VMware NSX, we optimize network performance, reduce costs, and enhance overall connectivity. Our LAN solutions, guided by IEEE standards, ensure seamless local network operations with a focus on scalability and security. Data Center Networking: TSCTI's data center networking solutions follow BICSI standards and best practices. Leveraging technologies such as Cisco Nexus switches and Juniper Networks, we design and implement robust and scalable data center networks. Our approach integrates redundancy, security, and high-performance connectivity, ensuring the data center serves as a resilient backbone for organizational operations. Structured Approach: Our structured approach involves a thorough assessment of existing network infrastructure, employing tools like Wireshark for
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00	Data such as data madernization data	G Voc	Embarking on the data centric incurrence TCCTI leverages
88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of Al and machine learning solutions; and	C Yes	Embarking on the data-centric journey, TSCTI leverages its extensive experience in providing data solutions to over 300 clients, including many co-operative contracts. Our comprehensive data services cover modernization, robust backup strategies, streamlined processing and storage of data and documents, and the adept handling of AI and machine learning solutions. Data Modernization: Guided by industry standards such as DAMA and DMBOK, TSCTI's data modernization initiatives breathe new life into legacy data structures. Employing tools like Informatica and Talend, we streamline data architecture, ensuring scalability, interoperability, and adherence to data governance practices. Our approach facilitates organizations in harnessing the full potential of their data assets. Data Backup: Adhering to ISO 27001 standards, TSCTI's data backup strategies prioritize data security and resilience. Leveraging solutions such as Veeam and Commvault, we implement automated and secure backup protocols. This ensures data integrity, facilitates swift recovery in the event of data loss, and aligns with industry best practices for disaster recovery. Data and Document Processing and Storage: TSCTI employs a structured approach to data and document processing and storage, following guidelines from organizations like AIIM. Utilizing platforms like Apache Hadoop and Amazon S3, we optimize data processing workflows, enhance document management, and ensure secure storage. Our solutions are tallored to meet the specific requirements of each client, fostering efficiency and accessibility. Assessment, Validation, Production, and Management of AI and Machine Learning Solutions: Aligned with CRISP-DM methodologies, TSCTI's approach to AI and machine learning is both strategic and practical. Leveraging tools such as TensorFlow and scikit-learn, we conduct thorough assessments of organizational readiness for AI adoption. Our validation process ensures model accuracy, and the production phase integrates models seamlessly into existing workflows

Related solutions, such as endpoint security C Yes TSCTI seamlessly integrates a spectrum of related products, network security technologies, technologies and products, drawing from our extensive C No experience in serving over 300 clients. Our offerings identity and access management technologies, security analytics, data security encompass cutting-edge solutions, ensuring the products, IP video monitoring systems, robustness of endpoint security, network fortification, intelligent controllers, mission control systems, advanced identity and access management, proactive electronic locks, network infrastructure, and security analytics, and a suite of related technologies server room technology. vital for modern security ecosystems. Endpoint Security Products: Adhering to the principles of defense in depth, TSCTI integrates industry-leading endpoint security products such as CrowdStrike and SentinelOne. This ensures a multi-layered defense strategy against malware, ransomware, and other threats, safeguarding end-user devices and critical organizational assets. Network Security Technologies: Leveraging frameworks like SANS and tools such as Cisco Firepower, TSCTI fortifies network perimeters with advanced security technologies. Our approach includes intrusion detection and prevention, firewall management, and continuous monitoring to detect and respond to potential threats in Identity and Access Management Technologies: Aligned with IAM frameworks like NIST SP 800-63 and solutions like Okta, TSCTI implements robust identity and access management technologies. This involves the secure provisioning and de-provisioning of user access, multi-factor authentication, and privileged access management to ensure comprehensive control over organizational resources. Security Analytics: Utilizing tools like Splunk and Elastic SIEM, TSCTI employs advanced security analytics to proactively detect and respond to security incidents. Our analytics-driven approach involves real-time monitoring, correlation of security events, and predictive analysis, enhancing overall threat intelligence and incident response capabilities. Data Security Products: TSCTI safeguards sensitive data through the deployment of data security products such as Symantec Data Loss Prevention and Varonis. Our strategy involves encryption, access controls, and monitoring to prevent unauthorized access and ensure compliance with data protection regulations. IP Video Monitoring Systems: Employing state-of-the-art video monitoring systems like Genetec Security Center, TSCTI enhances situational awareness through intelligent video analytics. This includes real-time monitoring, video content analysis, and seamless integration with other security systems for a comprehensive security posture. Intelligent Controllers and Mission Control Systems: TSCTI integrates intelligent controllers and mission control systems, leveraging technologies like LenelS2 and Honeywell. This ensures centralized control over access points, alarm systems, and surveillance, enhancing overall security management and responsiveness. Electronic Locks, Network Infrastructure, and Server Room Technology: Our offerings extend to electronic locks, robust network infrastructure solutions, and server room technologies. Utilizing products from Assa Abloy, Cisco, and APC, TSCTI enhances physical security through secure access control, resilient network architecture, and optimized server room environments. Holistic Integration: TSCTI's approach involves the holistic integration of these related solutions, ensuring they work seamlessly together to provide a combined and effective security ecosystem. Our commitment extends beyond deployment to continuous monitoring, updates, and customization to address evolving security challenges.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
90	Describe how you help organizations with their zero-trust programs, if applicable.	TSCTI takes a comprehensive and collaborative approach to assist organizations in developing and implementing robust Zero Trust programs. Our expertise in Zero Trust architecture is grounded in industry-leading frameworks and methodologies, ensuring organizations can establish a heightened level of security and trustworthiness in their network environments. Here's an overview of how TSCTI supports organizations in their Zero Trust journey: 1. Strategy Development: We collaborate with organizations to formulate a strategic roadmap for Zero Trust implementation. This involves understanding the specific business objectives, critical assets, and risk profiles. Our experts work closely with stakeholders to align the Zero Trust strategy with the overall organizational goals. 2. Architecture Design: TSCTI designs customized Zero Trust architectures tailored to the organization's infrastructure. Leveraging frameworks like BeyondCorp and tools such as Google's BeyondCorp Enterprise, we create an architecture that validates and authenticates all users and devices attempting network access, minimizing the attack surface and enhancing overall security. 3. Implementation and Integration: Our team ensures the seamless implementation of Zero Trust principles across the organization. This involves integrating identity and access management solutions, multifactor authentication, and continuous monitoring tools to enforce strict access controls and continuously verify the trustworthiness of users and devices. 4. Risk Assessment and Mitigation: TSCTI conducts thorough risk assessments to identify potential vulnerabilities and threat vectors within the existing infrastructure. Through techniques like penetration testing and vulnerability management, we pinpoint areas of concern and develop strategies to mitigate risks, aligning with the principles of a Zero Trust model. 5. Continuous Monitoring and Response: Zero Trust is an ongoing process, and TSCTI emphasizes continuous monitoring to detect and respond to potential threats

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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	TSCTI is committed to delivering cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, which provides a comprehensive and structured approach to enhancing cybersecurity posture. Here's an overview of how TSCTI aligns its cybersecurity solutions with the NIST framework: 1. NIST Cybersecurity Framework Adoption: TSCTI integrates the core functions of the NIST Cybersecurity Framework—Identify, Protect, Detect, Respond, and Recover—into its cybersecurity solutions. This framework serves as the foundation for developing, implementing, and improving effective cybersecurity practices. 2. Identify: In the "Identify" phase, TSCTI works with organizations to establish a clear understanding of their business context, the assets they need to protect, and the potential cybersecurity risks. This involves conducting thorough risk assessments, identifying critical assets, and understanding the organization's overall risk tolerance. 3. Protect: To "Protect" critical assets, TSCTI employs a multi-layered approach. This includes implementing access controls, encryption mechanisms, and deploying security solutions such as firewalls and intrusion prevention systems. Additionally, TSCTI assists in developing and implementing security policies and procedures to safeguard against potential threats. 4. Detect: The "Detect" phase involves continuous monitoring and rapid identification of cybersecurity events. TSCTI leverages advanced tools and technologies for intrusion detection, anomaly detection, and log analysis. Through these measures, we ensure early detection of potential security incidents. 5. Respond: In the event of a cybersecurity incident, TSCTI follows the NIST framework's "Respond" phase by developing and implementing an incident response plan. This includes swift containment, eradication of threats, and recovery of affected systems. TSCTI works with organizations to enhance their incident response capabilities, ensuring a coordinated and effective response to
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	TSCTI maintains a robust security posture demonstrated through various certifications and testing results. The following certifications and testing outcomes highlight our commitment to ensuring the security and integrity of our proposed solutions: Certified Cybersecurity Experts: TSCTI boasts a cadre of Certified Cybersecurity Experts with industry-recognized certifications, including but not limited to Certified Information Systems Security Professional (CISSP), Certified Ethical Hacker (CEH), and Certified Information Security Manager (CISM). These certifications validate the expertise and knowledge of our cybersecurity professionals. Compliance with Industry Standards: Our security posture aligns with industry-leading frameworks and standards such as the National Institute of Standards and Technology (NIST), Center for Internet Security (CIS), Gramm-Leach-Billey Act (GLBA), ISO 27001, Payment Card Industry Data Security Standard (PCI DSS), and more. Adhering to these standards ensures that our solutions meet the highest security benchmarks. Penetration Testing Results: TSCTI conducts regular penetration testing using advanced tools such as Nessus and Qualys. The results of these tests demonstrate the effectiveness of our security measures in identifying and mitigating vulnerabilities. Our commitment to ethical hacking ensures a proactive approach to cybersecurity. Incident Response and Recovery Testing: We regularly conduct incident response and recovery testing to validate the effectiveness of our plans and procedures. These tests simulate real-world scenarios, allowing us to assess our readiness to respond to cybersecurity incidents swiftly and effectively. Third-Party Audits and Assessments: TSCTI engages in third-party audits and assessments to provide an unbiased evaluation of our security controls and practices. These assessments contribute to the transparency and credibility of our security posture evolves to address emerging threats effectively. By holding industry-recognized certifications, condu

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	TSCTI delivers cloud solutions in strict accordance with the National Institute of Standards and Technology (NIST) definition of cloud computing. Our approach aligns with the key principles outlined by NIST, ensuring that our cloud solutions meet the highest standards of security, scalability, and flexibility. The following aspects highlight how we adhere to the NIST definition: On-Demand Self-Service: Our cloud solutions provide clients with on-demand self-service capabilities, allowing them to provision and manage computing resources as needed. Through user-friendly interfaces and automation, clients have the flexibility to scale resources up or down based on their requirements. Broad Network Access: TSCTI ensures broad network access by enabling clients to access cloud services over the internet from a variety of devices. Our solutions are designed to be accessible from different platforms, promoting ease of use and widespread availability. Resource Acquisition: We implement resource acquisition to maximize efficiency and cost-effectiveness. Our cloud infrastructure consolidates computing resources, such as processing power and storage, to serve multiple clients. This approach optimizes resource utilization and enhances overall system performance.
		Rapid Elasticity: TSCTI's cloud solutions exhibit rapid elasticity, allowing clients to quickly scale their resources in response to changing demands. Whether it's handling increased workloads or scaling down during periods of low activity, our solutions provide the agility needed to adapt to dynamic requirements. Measured Service: We incorporate mechanisms for measuring and monitoring
		resource usage, providing transparency to clients. This ensures that clients only pay for the resources they consume, promoting cost efficiency. Detailed metrics and reporting contribute to effective resource management. Security and Compliance: TSCTI prioritizes security and compliance in our cloud solutions. We implement robust security measures, including encryption, access controls, and regular audits, to safeguard data and ensure compliance with industry and regulatory standards. Interoperability and Portability: Our cloud solutions are designed with interoperability and portability in mind. We leverage open standards and protocols, enabling seamless integration with existing systems and facilitating the movement of applications and
		data across different cloud environments. By closely adhering to the NIST definition of cloud computing, TSCTI delivers cloud solutions that not only meet industry standards but also empower clients with the benefits of flexibility, scalability, and cost-effectiveness inherent in cloud technology.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	TSCTI offers a comprehensive range of deployment methods for cloud-based services, tailoring our approach to meet the specific needs and preferences of our clients. The deployment methods we provide include: Public Cloud: TSCTI facilitates the deployment of cloud-based services on public cloud infrastructure. Leveraging leading public cloud providers, such as AWS, Azure, or Google Cloud, we ensure that clients benefit from the scalability, accessibility, and cost-effectiveness inherent in public cloud environments. Private Cloud: For clients requiring dedicated and exclusive cloud resources, TSCTI delivers private cloud solutions. This deployment method provides enhanced control, security, and customization, making it suitable for organizations with stringent data privacy and compliance requirements. Hybrid Cloud: TSCTI specializes in designing and implementing hybrid cloud solutions that seamlessly integrate both on-premises infrastructure and cloud services. This approach allows clients to leverage the advantages of cloud computing while maintaining critical workloads in their existing infrastructure. Community Cloud: In scenarios where multiple organizations with shared interests or requirements seek collaborative cloud solutions, TSCTI supports the deployment of community cloud services. This ensures that a specific community of users benefits from a tailored cloud environment that aligns with their collective needs.
		Our approach to deployment methods is highly flexible, enabling us to recommend the most suitable model or a combination of models based on factors such as workload characteristics, security considerations, compliance requirements, and organizational objectives. By providing a range of deployment options, TSCTI ensures that clients can optimize their cloud strategy to align with their unique business goals and IT infrastructure landscape.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	© Yes C No	TSCTI excels in delivering comprehensive IT Asset Management Services, offering a spectrum of solutions to effectively handle hardware and software assets, software as a service (SaaS) management, audit management, maturity assessments, sustainability solutions, and repair and maintenance. Our tailored approach is designed to optimize asset lifecycles and enhance overall organizational efficiency. Here's a detailed breakdown of our offerings: Hardware and Software Asset Management: TSCTI implements a robust system for tracking, managing, and optimizing hardware and software assets throughout their lifecycle. Leveraging industry-leading tools and frameworks, such as ServiceNow and ITIL practices, we ensure accurate inventory, compliance, and cost-effectiveness. Software as a Service (SaaS) Management: With a focus on SaaS applications, TSCTI employs advanced management strategies. This includes monitoring usage, optimizing license utilization, and ensuring compliance with licensing agreements. Our approach involves utilizing tools like Flexera and Snow Software for efficient SaaS management. Audit Management: TSCTI adopts a meticulous audit management process, aligning with industry standards and regulatory requirements. Through the use of tools like ServiceNow and specialized audit management frameworks, we facilitate transparent and accurate auditing processes. Maturity Assessments: Conducting maturity assessments is a key component of our service. We utilize recognized frameworks such as the Capability Maturity Model Integration (CMMI) to evaluate and enhance the maturity of IT asset management processes within an organization. Sustainability Solutions: TSCTI integrates sustainability practices into IT asset management, promoting environmentally conscious approaches. Our strategies encompass energy-efficient technologies, waste reduction, and responsible disposal methods, aligning with industry standards and green IT initiatives. Repair and Maintenance: Ensuring the optimal performance and longevity of IT

Bid Number: RFP 121923

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96 IT datacenter decommissioning, including planning and valuation, data shredding, deracking, de-cabling, de-powering, and packing; and,	© Yes C No	TSCTI specializes in comprehensive IT datacenter decommissioning services, offering a meticulous approach to every phase of the decommissioning process. With a proven track record of successful datacenter projects for numerous clients, including MSP programs of New Jersey and Florida, our services cover planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing. Here's a detailed breakdown of our IT datacenter decommissioning services: Planning and Valuation: Our decommissioning process begins with a thorough planning phase, where we assess the current state of the datacenter and conduct a detailed valuation. This involves evaluating existing hardware, software, and infrastructure to determine the most effective decommissioning strategy. Data Shredding: Security is paramount in our decommissioning strategy. Data Shredding: Security is paramount in our decommissioning process. We employ advanced data shredding techniques and tools to ensure the complete and secure erasure of sensitive information from storage devices, minimizing the risk of data breaches and ensuring compliance with data protection regulations. De-racking: TSCTI utilizes industry-leading methodologies and tools for the systematic de-racking of servers, networking equipment, and other hardware. Our experienced team ensures the careful removal of components, minimizing the risk of damage during the deracking process. De-cabling: Efficient de-cabling is critical to a smooth decommissioning process. Our team employs structured methodologies to systematically remove and label cables, ensuring an organized and hassle-free transition. This approach facilitates easier reinstallation or repurposing of equipment in the future. De-powering: TSCTI follows best practices in de-powering datacenter equipment to ensure safety and compliance. This includes shutting down servers and other devices in a controlled manner, considering dependencies and interdependencies to prevent disruptions to other active services. Packing: Pro

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	TSCTI uphold industry-leading certifications relevant to IT Asset Lifecycle Services, ensuring the highest standards of quality, security, and environmental responsibility. Our certifications include: ISO 9001: Quality Management System (QMS): TSCTI maintains ISO 9001 certification, demonstrating our commitment to delivering high-quality IT Asset Lifecycle Services. This certification signifies adherence to rigorous quality management standards and continuous improvement. ISO 14001: Environmental Management System (EMS): Our environmental responsibility is underscored by ISO 14001 certification. TSCTI complies with this international standard, emphasizing effective environmental management practices and sustainability in IT asset services. ITAM Forum: IT Asset Management Best Practices: TSCTI aligns with the IT Asset Management (ITAM) Forum's best practices, ensuring effective and strategic management of IT assets throughout their lifecycle. This commitment contributes to optimized asset value and risk mitigation.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	TSCTI adheres to rigorous data sanitization standards for hard drive wiping, ensuring secure and compliant processes. Our data wiping practices align with industry-leading standards, including: NIST Special Publication 800-88: Guidelines for Media Sanitization- TSCTI follows the guidelines outlined in NIST SP 800-88, a widely recognized standard for media sanitization. This ensures that our hard drive wiping processes meet the stringent requirements set by the National Institute of Standards and Technology (NIST). Department of Defense (DoD) 5220.22-M: National Industrial Security Program Operating Manual (NISPOM)- TSCTI complies with the DoD 5220.22-M standard, which outlines the procedures for sanitizing classified information on electronic media. This standard is particularly relevant for clients with sensitive data and is a testament to our commitment to the highest security protocols. Federal Bureau of Investigation (FBI) Standards- With extensive experience working with federal agencies, including the FBI, TSCTI understands and adheres to the specific data sanitization standards required by federal law enforcement agencies. Our processes align with the security and data protection needs of these agencies. TSCTI's adherence to these standards ensures that Sourcewell receives IT Asset Lifecycle Services that prioritize data security, compliance, and confidentiality. Our experience working with federal agencies underscores our capability to handle sensitive information and maintain the highest standards of data sanitization in alignment with industry regulations.

Table 18: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	∩ Yes
	ତ No

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability Financial Strength and Stability.pdf Tuesday December 19, 2023 10:31:45
 - Marketing Plan/Samples Marketing Samples.zip Tuesday December 19, 2023 10:38:33
 - WMBE/MBE/SBE or Related Certificates WMBE_MBE_SBE or related certifications.pdf Tuesday December 19, 2023 10:40:00
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)
 - Pricing Category 1 (optional)
 - Pricing Category 2 Pricing Category 2.pdf Tuesday December 19, 2023 10:40:47
 - Pricing Category 3 Pricing Category 3.pdf Tuesday December 19, 2023 10:41:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

■ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ashley Christina De Sa, Administrator, 22nd Century Technologies, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	M	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	M	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	₩	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	₩	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	₩	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	₩	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	₩	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	₩	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	₩	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	₩	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	₩	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	₩	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	₩	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	₩	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	₩	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	V	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	₩	1