

VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.

If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

| Requested Information | Response |
|--|----------|
| Company Name: | |
| Company Street Address: | |
| City, State, Zip Code: | |
| Telephone Number, including area code: | |
| Toll Free Number, including area code: | |
| Email Address: | |

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

| Requested Information | Response |
|--|----------|
| Name: | |
| Title: | |
| Address: | |
| City, State, Zip Code: | |
| Email Address: | |
| Telephone Number, including area code: | |
| Toll Free Number, including area code: | |

VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

| Question | Response |
|--|----------|
| Company Name: | |
| Ownership (sole proprietor, partnership, etc.): | |
| State of Incorporation: | |
| Date of Incorporation: | |
| # of years in business: | |
| List of top officers: | |
| Location of company headquarters, to include City and State: | |
| Location(s) of the office that shall provide the services described in this RFP: | |
| Number of employees locally with the expertise to support the requirements identified in this RFP: | |
| Number of employees nationally with the expertise to support the requirements in this RFP: | |
| Location(s) from which employees shall be assigned for this project: | |

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

| Question | Response | | | |
|--|----------|--|----|--|
| Nevada Business License Number: | | | | |
| Legal Entity Name: | | | | |
| Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)? | Yes | | No | |
| If the answer is 'No', provide explanation below: | | | | |
| | | | | |

VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

| Question | Response | | | |
|--|----------|--|----|--|
| Has the vendor ever been engaged under contract by any State of Nevada agency? | Yes | | No | |

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

| Question | Response |
|-------------------------------------|----------|
| State Agency Name: | |
| State Agency Contact Name: | |
| Dates Services Were Performed: | |
| Type of Duties Performed: | |
| Total Dollar Value of the Contract: | |

2.4 CURRENT OR FORMER EMPLOYEE

| Question | Response | | | |
|---|----------|--|----|--|
| Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions? | Yes | | No | |
| If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time? | | | | |

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

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

| Question | Response | | | |
|--|----------|--|----|--|
| Does any of the above apply to your company? | Yes | | No | |

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

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| Question | Response | |
|---|--------------|--------------------|
| Date of alleged contract failure or breach: | | |
| Parties involved: | | |
| Description of the contract failure, contract breach, or litigation, including the products or services involved: | | |
| Amount in controversy: | | |
| Resolution or current status of the dispute: | | |
| If the matter has resulted in a court case: | Court | Case Number |
| | | |
| Status of the litigation: | | |

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

| PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD | | | | |
|--|----------|--|----|--|
| Question | Response | | | |
| Please indicate if you will accept this method of payment? | Yes | | No | |

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

| Requested Information | Response |
|-----------------------|----------|
| Name: | |
| Title: | |

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

| Individual shall be legally authorized to bind the vendor per NRS 333.337 | |
|---|--|
| Signature: | |
| Date: | |

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

| | |
|---------------|--|
| Company Name: | |
| Print Name: | |
| Signature: | |
| Date: | |

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

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

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

| Proprietary Information | | Yes | | No | |
|--|--|-----|--|----|--|
| Justification for Confidential Status: | | | | | |
| Company Name: | | | | | |
| Signature: | | | | | |
| Print Name: | | | | | |
| Date: | | | | | |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

| | |
|--|--|
| Vendor Name: | |
| Project Title: | |
| Print Name of Official Authorized to Sign Application: | |
| Signature of Official Authorized to Sign Application: | |
| Date: | |