

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
Annex, Second Floor
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: June 8, 2010 at 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).**
Items on the agenda may be taken out of the order presented at the discretion of the Chairperson.

AGENDA

***1. APPROVAL OF THE MAY 11, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

***2. REQUEST TO WRITE OFF BAD DEBT**

NRS 353C.220 allows agencies, with approval of the Board of Examiners, to write off bad debts deemed uncollectible.

A. State Controller's Office - \$5,609.05

The State Controller's Office is requesting authority to write off debt that totals \$5,609.05. The reported debt is specifically related to payroll accounts. Two accounts are uncollectible, three accounts represent debt incurred prior to November 2003, past the statute of limitations for collections pursuant to NRS 353C.140, four accounts represent debtors who have claimed hardships, and two accounts represent deceased participants.

***3. STATE VEHICLE PURCHASE**

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Buildings and Grounds Division	2	\$7,620.00
Department of Public Safety – Investigation Division	5	\$130,000.00
Public Utilities Commission	2	\$34,756.00
Department of Wildlife – Administration	2	\$75,489.50
Total:	11	\$247,865.50

***4. SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 6, 7, 8 of the 2009 Legislative Session.

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2010 and 2011 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4151	Conservation Districts	\$3,546	
4150	DCNR - Administration	\$13,629	
3143	HHS – Child and Family Services – UNITY/SACWIS	\$31,988	
	Total	\$49,163	

***5. STATE LAND LEASE**

A. Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS 321.001(2), the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Department of Employment, Training and Rehabilitation, to enter into a lease for parking space with HMK II, LLC. The purpose of the lease is to allow the state to lease needed available parking space adjacent to the DETR facility located in Las Vegas. Currently, the lessor has unused parking capacity (20 parking spaces) at one of its facilities located at 3355 Maryland Parkway, which is directly adjacent to the DETR facility.

***6. REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Office of the Military – National Guard Benefits – \$7,500.00

The Agency is requesting an allocation of \$7,500 from the Interim Finance Committee Contingency Fund to provide projected tuition reimbursements to qualified guardsmen for the remainder of FY 2010.

B. Department of Corrections – \$3,401,708.00

The Department of Corrections requests an allocation of \$3,401,708 from the IFC Contingency Fund to support operating expenditures in FY 2010.

\$2,321,074	B/A 3706 Prison Medical Care – Personnel Services and Medical
\$371,551	B/A 3717 Northern Nevada Correctional Center – Personnel Services
\$314,518	B/A 3738 Southern Desert Correctional Center – Personnel Services
\$394,565	B/A 3760 Casa Grande Transitional Housing – Revenue shortfall

The department has experienced an increase in inmate driven medical costs; room, board and transportation charges have been lower than the legislatively approved amount; and salary costs have exceeded legislatively approved amounts in the Prison Medical Care, Southern Desert Correctional Center and Northern Nevada Correctional Center.

C. Department of Cultural Affairs – State Library and Archives Division – \$58,332.00

The Department of Cultural Affairs, State Library & Archives Division (NSLA), Nevada State Library is requesting an allocation of General Funds from the Interim Finance Committee Contingency Fund in the amount of \$58,332 for FY 2011 to fund an Administrative Assistant II position currently being funded by the Nevada State Library – Literacy Program. General Fund

appropriations supporting this position were eliminated pursuant to AB6 of the 26th Special Session.

D. Department of Cultural Affairs – Division of Museums and History – \$25,790.00

The Department of Cultural Affairs, Museums & History Division, Nevada State Museum is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$25,790 in FY 2010 due to a projected increase in utility costs associated with opening the new Dema Guinn concourse.

E. Nevada System of Higher Education – Trust Fund for the Education of Dependent Children - \$25,000.00

The Board of Regents of the Nevada System of Higher Education (NSHE) request an allocation of \$25,000 in FY 2011 from the IFC Contingency Fund to cover the payment of educational expenses for eligible dependents of a police officer, firefighter, Nevada highway patrol officer, volunteer ambulance driver or attendant killed in the line of duty.

F. Controller's Office - \$125,980.00

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$125,980 for FY 2011 to fund one position and associated costs to comply with ARRA of 2009 reporting requirements.

G. Controller's Office - \$86,268.00

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$86,268 for FY 2011 to fund the Chief Accountant for Debt Collection. General Fund appropriations supporting this position were eliminated pursuant to AB 6 of the 26th Legislative Special Session.

H. Secretary of State's Office – \$4,552,339.00

Pursuant to Assembly Bill 146, Section 45.5.1 of the 2009 Legislative Session, the Secretary of State's Office is requesting \$4,552,339 appropriation to develop and implement a State Business Portal to facilitate transactions between businesses and state agencies.

***7. REQUEST FOR AN EXTENSION OF THE ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

A. Department of Health and Human Services – Director's Office – Administration

The DHHS Director's Office is requesting an extension to the reversion date of the \$234,754 Contingency Fund Allocation for the Health Information Technology (HIT) Blue Ribbon Panel

approved at the August 3, 2009 Interim Finance Committee meeting. This extends the allocation to June 30, 2011.

***8. STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of revisions in the following Chapter: **Records – Chapter 0400.**

The Department of Cultural Affairs is requesting approval of revisions proposed for obsolete sections of Chapter 0400 of the State Administrative Manual. Specifically, revisions have been made to 0402.0, Agency Responsibility for Records; 0406.0, Electronic Records; 0408.0, Electronic Imaging; 0409.0, Electronic Records Committee; 0410.0, CD ROM Records; 0412.0, Archives & Records, State Library and Archives.

***9. LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Attorney General's Office - Private Investigator Licensing Board	Avalon Nevada Investments, LLC	\$159,416
	Lease Description:	This is a new location to house the State of Nevada, Private Investigators Board. Term of Lease: 07/01/2010 – 06/30/2015	
2.	Department of Business and Industry - Labor Commission	Bowers Family Investments, LLC	\$106,312
	Lease Description:	This is an extension of an existing lease to house the office of the Labor Commissioner. Term of Lease: 05/01/2010 – 04/30/2015	
3.	Ethics Commission	Avalon Nevada Investments, LLC	\$115,233
	Lease Description:	This is a relocation to house the Nevada Commission on Ethics. Term of Lease: 07/01/2010 – 06/30/2015	
4.	Department of Health and Human Services - Aging and Disability Services Division	JS Park Sahara, LLC	\$142,999
	Lease Description:	This is an addition to current facilities to house the Aging and Disability Services Division. Term of Lease: 06/09/2010 – 06/30/2015	
5.	Department of Health and Human Services - Division of Mental Health and Developmental Services	Lakey Brothers	\$38,261
	Lease Description:	This is an extension of an existing lease to house the Department of Health and Human Services, Division of Mental Health and Developmental Services, Rural Clinics. Term of Lease: 06/01/2010 – 07/31/2011	
6.	Public Utilities Commission	Lapour 215, LLC	\$3,519,600
	Lease Description:	This is a relocation to house the Public Utilities Commission of Nevada. Term of Lease: 01/01/2011 – 12/31/2019	

*10. CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	AINSWORTH ASSOCIATES MECHANICAL ENGINEERS	FEDERAL	\$100,000	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC energy conservation upgrades - ARRA Projects (North), SPWB Project No. 10-A015, SPWB Contract No. 5306.				
	Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 10934		
2.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	JBA CONSULTING ENGINEERS, INC.	FEDERAL	\$100,000	
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC Energy Conservation Upgrades, SPWB Project No. 10-A015, SPWB Contract No. 5314.				
	Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 10942		
3.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	NEVADA ENERGY ASSISTANCE CORPORATION (NEAC)	FEDERAL	\$3,000,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide the Nevada Energy Assistance Corporation (NEAC), a non-profit corporation, formed by the Department of Business & Industry funding to lessen the burdens of government of the State by promoting the development of renewable and sustainable energy projects with Nevada. Pursuant to the recommendations of the Governor's Renewable Energy Transmission Access Advisory Committee, and the Governor's Renewable Energy Transmission Access Advisory Committee, Phase II, NEAC was formed to perform the essential functions of conducting feasibility, environmental and engineering studies and planning for the construction and operation of transmission lines necessary to connect renewable and sustainable energy generating sites to the State and National power grids. CONTRACTOR IS PENDING NON-PROFIT EXEMPTION FROM THE NEVADA SECRETARY OF STATE'S OFFICE.				
	Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 11159		
4.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA HIGHWAY PATROL	FEDERAL	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provides for activities associated with shipments of transuranic waste in and through the state of Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$50,000 to \$100,000 due to continuing shipments of transuranic waste in and through Nevada.				
	Term of Contract:	04/27/2010 - 06/30/2011	Consultant: NO	Contract # 11023		
5.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA DIVISION OF EMERGENCY MANAGEMENT	FEDERAL	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provides for the activities associated with shipments of transuranic waste in and through Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$150,000 to \$200,000 due to continuing shipments of transuranic waste in and through Nevada.				
	Term of Contract:	04/27/2010 - 06/30/2011	Consultant: NO	Contract # 11021		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
6.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA STATE HEALTH DIVISION	FEDERAL	\$40,000	
	Contract Description:	This is an amendment to the original contract, which provides for the activities associated with shipments of transuranic waste in and through the State of Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$40,000 to \$80,000 due to continued shipments of transuranic waste in and through Nevada.				
	Term of Contract:	04/27/2010 - 06/30/2011	Consultant: NO	Contract # 11025		
7.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	STROLIN CONSULTING, LLC	HIGHWAY	\$50,000	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides reports and other services necessary for implementing the agency's mission. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$50,000 to \$100,000 due to the uncertainty of federal action regarding the Yucca Mountain licensing hearings and continued shipments of radioactive waste within and through Nevada.				
	Term of Contract:	04/27/2010 - 06/30/2011	Consultant: NO	Contract # 11020		
8.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	JIM KILBY	GENERAL	\$10,100	
	Contract Description:	This is an amendment to the original contract, which provides professional services in the capacity of an expert witness to assist in matters pertaining to complimentary food which casinos provide to their patrons and employees. Amendment #1 will increase the amount of the contract by \$10,100 for a total of \$20,000.				
	Term of Contract:	01/15/2010 - 06/30/2011	Consultant: NO	Contract # 10474		
9.	030	ATTORNEY GENERAL'S OFFICE - UNFAIR TRADE PRACTICES-Non-Exec	AUBERTINE DRAPER ROSE, LLP	OTHER: ATTORNEY - RECOVERY FEES	\$235,000	
	Contract Description:	This is a new contract to provide professional services as an expert witness and litigation assistance including, but not limited to, pre-complaint investigation to the Bureau of Consumer Protection (the BCP) in investigations, cases and matters relating to unfair trade practices and federal antitrust matters under federal law, and obtaining, filing and/or enforcing final judgments in cases on an as-needed basis. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
	Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11109		
10.	030	ATTORNEY GENERAL'S OFFICE - UNFAIR TRADE PRACTICES-Non-Exec	KERR IP GROUP, LLC	OTHER: ATTORNEY FEES	\$60,000	
	Contract Description:	This is a new contract to provide professional services as an attorney in areas of unfair trade practices, antitrust and the legal implementation of the stipulated final judgment on cases on an as-needed basis.				
	Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11019		
11.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	MCDONALD CARANO WILSON, LLP	OTHER: STATUTORY CONTINGENCY FUND	\$190,000	
	Contract Description:	This is an amendment to the original contract which provides legal services for the defense of the Nevada System of Higher Education in a Title VII Civil Rights case. This amendment extends the termination date from February 14, 2011 to June 30, 2012 and increases the maximum amount from \$553,625 to \$743,625 due to continued case activity.				
	Term of Contract:	02/14/2006 - 06/30/2012	Consultant: NO	Contract # CONV2606		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
12.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	ROBISON, BELAUSTEGUI, SHARP & LOW	OTHER: STATUTORY CONTINGENCY FUND	\$25,000	
	Contract Description:	This is an amendment to the original contract, which provides services pursuant to NRS 41.03435 for expert trial counsel for defense of Mary Dugan, General Legal Counsel for UNR (Nevada System of Higher Education) who was sued personally in the case of Hussein v. Dugan and Leah Wilds, Case No. CV-N-05-0381-LRH (RAM). This Amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$109,900 to \$134,900 due to continued case activity.				
		Term of Contract:	02/15/2009 - 06/30/2012	Consultant: NO	Contract # CONV6159	
13.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	ROBISON, BELAUSTEGUI, SHARP & LOW	OTHER: STATUTORY CONTINGENCY FUND	\$55,000	
	Contract Description:	This is an amendment to the original contract to provide expert counsel for the defense of the Nevada System of Higher Education, Milton Glick and Cary Groth (as co-counsel) in the Teri Patraw litigation (Case No. CV07-02585 and CV08-00826) and limited necessary and incidental legal services pertaining thereto. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$275,000 to \$330,000 due to continued case activity.				
		Term of Contract:	03/31/2009 - 06/30/2012	Consultant: NO	Contract # CONV6167	
14.	040	SECRETARY OF STATE'S OFFICE	HIGH DESERT MICROIMAGING, INC.	GENERAL	\$82,608	SOLE SOURCE
	Contract Description:	This is a new contract for the lease of 10 Canon scanners and the maintenance of 42 Canon scanners and 2 microfiche/microfilm readers used with the eSOS Corporate Filing System.				
		Term of Contract:	07/01/2010 - 06/30/2013	Consultant: NO	Contract # 11079	
15.	050	TREASURER'S OFFICE - BOND INTEREST & REDEMPTION	ORRICK HERRINGTON & SUTCLIFFE LLP	BONDS: PROCEEDS FROM BONDS.	\$2,000,000	
	Contract Description:	This is a new contract to provide bond and disclosure counsel services for the issuance of State securities. This is a two-year agreement with an optional two-year extension. CONTRACT IS PENDING THE BOARD OF FINANCE APPROVAL, ANTICIPATED TO BE OBTAINED ON JUNE 8, 2010. CONTRACT IS PENDING DECISION ON THE STATE BUSINESS LICENSE REQUIREMENT FROM SECRETARY OF STATE.				
		Term of Contract:	06/08/2010 - 05/31/2012	Consultant: NO	Contract # 11082	
16.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	KAFOURY ARMSTRONG FERGUSON & GANDNER DBA KAFOURY ARMSTRONG	OTHER: PROGRAM FEES	\$66,060	
	Contract Description:	This is a new contract to provide annual audit services of the Higher Education Tuition Trust Fund pursuant to NRS 353B.180.				
		Term of Contract:	06/08/2010 - 06/30/2014	Consultant: NO	Contract # 11092	
17.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	ACS WAGERS & ASSOCIATED, INC.	OTHER: ABANDONED PROPERTY RECEIPTS	\$140,304	
	Contract Description:	This is a new contract to provide software maintenance to existing unclaimed property software.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 10845	

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18.	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	VERUS FINANCIAL, LLC	OTHER: ABANDONED PROPERTY RECEIPTS	\$6,000,000	
	Contract Description:	This is a new contract which provides compliance reviews and collection of unclaimed property to be delivered to the Nevada State Treasurer's Office.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11103	
19.	060	CONTROLLER'S OFFICE	IRIS BUSINESS SERVICES, LLC	GENERAL	\$230,000	
	Contract Description:	To create a Debt Collection System for use in the State of Nevada Controller's Office. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11075	
20.	070	DEPARTMENT OF PERSONNEL	ANN ELWORTH WINNER PLLC	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11081	
21.	070	DEPARTMENT OF PERSONNEL	C. W. "BILL" HOFFMAN, JR.	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communication with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11157	
22.	070	DEPARTMENT OF PERSONNEL	CHARLES P. COCKERILL, ESQ	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11094	
23.	070	DEPARTMENT OF PERSONNEL	GREENSPUN MEDIA GROUP LLC DBA RECRUITING NEVADA, LLC	OTHER: PERSONNEL ASSESSMENTS	\$12,232	
	Contract Description:	This is a new contract to facilitate recruitment outreach efforts using the Internet.				
		Term of Contract:	06/27/2010 - 06/26/2011	Consultant: NO	Contract # 11096	

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24.	070	DEPARTMENT OF PERSONNEL	HUSSEY, DANIEL	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11073	
25.	070	DEPARTMENT OF PERSONNEL	JEFFREY D. VAN NIEL	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11098	
26.	070	DEPARTMENT OF PERSONNEL	KOCKENMEISTER, WILLIAM	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State Employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11108	
27.	070	DEPARTMENT OF PERSONNEL	LEVITT, LANSFORD W	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communication with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11156	
28.	070	DEPARTMENT OF PERSONNEL	LOUIS LING	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11080	
29.	070	DEPARTMENT OF PERSONNEL	MARTIN G. CROWLEY, ESQ.	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officers, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11134	

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30.	070	DEPARTMENT OF PERSONNEL	NORMAN N. HIRATA	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11152	
31.	070	DEPARTMENT OF PERSONNEL	PATRICIA D. CAFFERATA, ESQ	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11084	
32.	070	DEPARTMENT OF PERSONNEL	RICHARD R. REED	OTHER: PERSONNEL ASSESSMENTS	\$350,000	
	Contract Description:	This is a new contract to provide professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11148	
33.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	ACCURATE BUILDING MAINTENANCE	FEE: BUILDINGS & GROUNDS, BUILDING RENTAL INCOME FEES	(\$41,782)	
	Contract Description:	This is an amendment to the original contract, which provides janitorial services at seven buildings in the Las Vegas area. This amendment changes the Scope of Work to reduce services in the Bradley Building and the Belrose Building, thereby reducing the amount of the contract by \$41,782 from \$1,820,797 to \$1,779,015.				
		Term of Contract:	02/01/2009 - 01/31/2013	Consultant: NO	Contract # CONV6008	
34.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	AIR FILTER SALES & SERVICES	FEE: BUILDING & GROUNDS, BUILDING RENTAL INCOME FEES	(\$14,289)	
	Contract Description:	This is an amendment to the original contract, which is for the provision and installation of Heating, Ventilation and Air Conditioning system filters. This amendment is for the reduction of services due to mandated budget reductions. Total authority is decreased by \$14,289 from \$159,716 to \$145,427.				
		Term of Contract:	01/18/2007 - 01/17/2011	Consultant: NO	Contract # CONV4358	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
35.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	FEE: BUILDINGS & GROUNDS, BUILDING RENTAL INCOME FEES	(\$116,880)	
	Contract Description:	This is an amendment to the original contract, which provides janitorial services for four buildings in the Las Vegas and Henderson areas. This amendment reduces services at the Campos Building to janitorial on three days and Day Porter service on two days to reduce the amount of the contract by \$116,880 from \$1,349,040 to \$1,232,160.				
		Term of Contract:	01/01/2010 - 12/31/2013	Consultant: NO	Contract # 10094	
36.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS - MARLETTE LAKE	CASHMAN EQUIPMENT COMPANY	FEE: WATER FEES	\$269,460	SOLE SOURCE
	Contract Description:	This is a new contract to provide monthly inspections and preventative maintenance for the two generators at the Marlette Lake summit site.				
		Term of Contract:	06/08/2010 - 05/31/2013	Consultant: NO	Contract # 10215	
37.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	CERTIFIED FOLDER DISPLAY SERVICE, INC.	OTHER: LODGING TAX	\$45,473	SOLE SOURCE
	Contract Description:	This is a new contract to provide distribution services of various agency collateral materials. This contract allows for the strategic placement of tourism collateral materials and various brochures in display racks in Nevada, California, Idaho, Utah, Washington, and Arizona. The distribution locations are in line with the agency's marketing plan to target markets in the western states and meet the needs of the agency to target potential visitors to the state.				
		Term of Contract:	06/15/2010 - 06/14/2011	Consultant: NO	Contract # 11090	
38.	101	COMMISSION ON TOURISM - TOURISM DEVELOPMENT FUND	DEAN RUNYAN ASSOCIATES, INC.	OTHER: LODGING TAX	\$282,000	
	Contract Description:	This is a new contract to provide travel and economic impact research. The studies conducted will detail descriptions of the economic benefits of travel and tourism throughout Nevada, consisting of travel-generated spending and the resulting employment, earnings, and tax receipts. Reliable measurements are necessary for all areas of the state, rural counties in particular, as are consistent figures for at least five (5) years to accurately show trends. The agency also requires an efficient method for making these figures readily available to a wide-variety of users.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11054	
39.	130	DEPARTMENT OF TAXATION	RFI ENTERPRISES, INC. DBA RFI COMMUNICATION S & SECURITY	GENERAL	\$17,996	SOLE SOURCE
	Contract Description:	This is a new contract to provide a keycard security access system at the Carson City office.				
		Term of Contract:	06/08/2010 - 06/30/2010	Consultant: NO	Contract # 11110	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
40.	182	DEPARTMENT OF INFORMATION TECHNOLOGY - FACILITY MANAGEMENT - COMPUTING	AMERICAN FIBER SYSTEMS, INC.	FEE: USER FEES	\$58,000	
	Contract Description:	This is an amendment to the original contract, which provides for an OC-3 internet service line between Las Vegas and Reno. This amendment extends the termination date from June 30, 2011 to June 30, 2012 and increases the maximum amount from \$157,504.00 to \$215,504.00 due to the increase in the termination date. The amendment also provides for the decrease in the monthly rate from \$2,850.00 to \$2,422.50 per month (per the Governor's request for a 15% reduction by our vendors).				
		Term of Contract:	10/14/2008 - 06/30/2012	Consultant: NO	Contract # CONV5802	
41.	185	DEPARTMENT OF INFORMATION TECHNOLOGY - DATA COMMUNICATIONS - COMMUNICATIONS & NETWORK ENGINEERING	AMERICAN FIBER SYSTEMS, INC.	FEE: USER FEES	\$37,460	
	Contract Description:	This is an amendment to the original contract, which provides internet services for 200 South Virginia Street in Reno. This amendment extends the termination date from June 9, 2010 to June 30, 2012 and increases the maximum amount from \$106,600.00 to \$144,060.00 due to the extended termination date. The monthly rate has been reduced from \$4,400.00 to \$3,740.00 (15% rate reduction per the Governor's request).				
		Term of Contract:	06/10/2008 - 06/30/2012	Consultant: NO	Contract # CONV5352	
42.	187	DEPARTMENT OF INFORMATION TECHNOLOGY - NETWORK TRANSPORT SERVICES	NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST	OTHER: REVENUE CONTRACT	\$13,501	
	Contract Description:	This is a new revenue contract to provide rack space at Austin Peak in Lander County.				
		Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11102	
43.	190	STATE PUBLIC WORKS BOARD - HHS 2005 CIP PROJECTS- Non-Exec	JMA ARCHITECTURE STUDIOS	BONDS: GENERAL OBLIGATION	(\$560,081)	
	Contract Description:	This is an amendment to the original contract to provide professional architectural/engineering services for the 50 Bed Forensic Treatment Facility, Clark County; SPWB Project No. 07-P31; SPWB Contract No. 2674. The original agreement was approved November 13, 2007. This amendment removes the bidding and construction administration services components of the contract. Due to lack of construction funding, this project is on hold.				
		Term of Contract:	11/13/2007 - 06/30/2011	Consultant: NO	Contract # CONV4893	
44.	190	STATE PUBLIC WORKS BOARD - CORRECTIONS CIPS Non-Exec	ARRINGTON WATKINS ARCHITECTS	BONDS	\$24,055	
	Contract Description:	This is an amendment to the original contract to provide professional architectural/engineering services for the retrofit housing unit No. 11 at High Desert State Prison, Phase V, Indian Springs; SPWB Project No. 09-C01; SPWB Contract No. 4875. This amendment increases the maximum amount of the contract from \$474,000 to \$498,055 and is for Sally Port upgrades, lethal fence modifications and to add negative air cells and female pod showers.				
		Term of Contract:	11/10/2009 - 06/30/2013	Consultant: NO	Contract # 10202	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
45.	190	STATE PUBLIC WORKS BOARD - GENERAL 2005 CIP PROJECTS-Non-Exec	JR ROMERO	GENERAL 95% FEDERAL 5%	(\$46,715)	
	Contract Description:	This is an amendment to the original contract to provide Advanced Planning and Master Planning Services for Rural and Reno areas; SPWB Project No. 05-S04 & 07-S04; SPWB Contract No. 2708. This amendment will adjust the professional services fee and contract amount to reflect current and anticipated billing for this project decreasing the maximum contract fee from \$99,000 to \$52,285.				
		Term of Contract:	12/11/2007 - 06/30/2011	Consultant: NO	Contract # CONV4945	
46.	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	KGA ARCHITECTURE	BONDS: GENERAL OBLIGATION BONDS	\$42,128	
	Contract Description:	This is an amendment to the original contract, which provides bidding and construction administrative services to the Southern Nevada Women's Correctional Center Expansion, North Las Vegas, NV; SPWB Project No. 07-C03; SPWB Contract No. 2360. This amendment provides a credit for Endorsement #3 for the amount of (\$3,500.00) as civil engineering wet utility drawings will not be required by the City of North Las Vegas. This amendment also provides architectural and civil engineering preliminary study and services for the sanitary sewer lift station proposed to be owned and maintained by the city of North Las Vegas in the amount of \$45,628.15.				
		Term of Contract:	10/08/2007 - 06/30/2014	Consultant: NO	Contract # CONV4642	
47.	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	PURCELL KROB ELECTRICAL	BONDS: GENERAL OBLIGATION BONDS	\$52,000	
	Contract Description:	This is a new contract to provide construction administration services and project bidding for Surveillance Cameras at Northern Nevada Correctional Center, Carson City, NV; SPWB Project No. 07-M48(A); SPWB Contract No. 5346.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11045	
48.	190	STATE PUBLIC WORKS BOARD - 2001 MILITARY CIP PROJECTS-Non-Exec	HERSHENOW & KLIPPENSTEIN	BONDS: 25% FEDERAL 75%	\$446,500	
	Contract Description:	This is a new contract to provide project design and construction administration services for the Elko County Readiness Center, Carlin, NV; SPWB Project No. 09-C15; SPWB Contract No. 5371.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 11046	
49.	190	STATE PUBLIC WORKS BOARD - 2001 MILITARY CIP PROJECTS-Non-Exec	SUSTAINABLE ENERGY SOLUTIONS, LLC	FEDERAL	\$124,500	
	Contract Description:	This is a new contract to provide project design and construction administrative services; test well investigation services; and site surveying for the Renewable Energy Project at the Nevada Army National Guard, 2460 Fairview Drive, Carson City, NV; Agency Project number 10-A018; SPWB Contract No. 5373. This contract is contingent upon Interim Finance Committee (IFC) approval at their June 24, 2010 meeting.				
		Term of Contract:	Upon Approval - 09/30/2015	Consultant: NO	Contract # 11063	
50.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	PROGRESSIVE INDUSTRIES, INC.	GENERAL	\$40,000	
	Contract Description:	This is an amendment to the original contract, which provides bulk oxygen delivery to the Nevada State Veterans Home. This amendment extends the original termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$35,000 to \$75,000 due to the additional two years of services.				
		Term of Contract:	07/08/2008 - 06/30/2012	Consultant: NO	Contract # CONV6163	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
51.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	SCRIBE RIGHT, INC.	GENERAL	\$24,999	
	Contract Description:	This is a new contract to provide medical transcription services to the Nevada State Veterans Home (NSVH).				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11052	
52.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	WALLY PEARSON	GENERAL	\$60,000	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides Chaplin services to the southern Nevada Veteran's Home. This amendment changes the termination date from June 30, 2010 to June 30, 2012 and adjusts the hourly rate from \$32 per hour to \$30 per hour.				
		Term of Contract:	07/01/2008 - 06/30/2012	Consultant: NO	Contract # CONV5354	
53.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	EDVANTIA, INC.	FEDERAL	\$11,350	
	Contract Description:	This is an amendment to the original contract to develop, process and conduct onsite validation of the Nevada Department of Education's work concerning the alignment of Nevada's content standards and the common standards being jointly developed by the Council of Chief State School Officers and National Governor's Association and to develop and submit a report of findings to the Nevada Department of Education that has undergone Edvantia's quality assurance process. This amendment increases the maximum amount of the contract from \$9,900 to \$21,250 due to additional responsibilities.				
		Term of Contract:	03/31/2010 - 06/14/2010	Consultant: NO	Contract # 10873	
54.	334	DEPARTMENT OF CULTURAL AFFAIRS - HISTORIC PRESERVATION	BUREAU OF RECLAMATION	OTHER: REVENUE	\$10,000	
	Contract Description:	This is an amendment to the original interlocal agreement, which provides funding for expedited review of a federal undertaking in Boulder City, Nevada. This amendment increases the maximum amount from \$5,000 to \$15,000 due to increased architectural review.				
		Term of Contract:	07/20/2009 - 12/31/2011	Consultant: NO	Contract # 10581	
55.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	CLARK COUNTY DEPARTMENT OF FAMILY SERVICES	OTHER: COUNTY - FEDERAL MATCH	\$2,871,518	
	Contract Description:	This is a new interlocal agreement to obtain and pass through Title XIX federal funding for Targeted Case Management (TCM) to Clark County Juvenile Services.				
		Term of Contract:	07/01/2009 - 06/30/2014	Consultant: NO	Contract # 11050	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
56.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CAPTIONS UNLIMITED OF NEVADA	GENERAL 50% FEDERAL 50%	\$80,000	
	Contract Description:	This is a new contract to provide Communication Access Real Time (CART) transcription services to Division of Health Care Finance and Policy employees who are hearing impaired.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11049	
57.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	HEALTH DIVISION	OTHER: NURSING FACILITY RESERVE	\$145,699	
	Contract Description:	This is a new interlocal agreement to develop training to reduce infectious disease outbreaks in skilled nursing facilities.				
		Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11048	
58.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	PUBLIC CONSULTING GROUP	GENERAL 50% FEDERAL 50%	\$331,000	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract which provides technical assistance for federally mandated requirements, initially the cost allocation plans for DHHS. This amendment will add additional technical assistance for the federally mandated Health Care Reform Act that will result in a major expansion of publicly-subsidized health coverage programs, health care delivery system reform, and significant changes to the health insurance market.				
		Term of Contract:	04/10/2009 - 06/30/2011	Consultant: NO	Contract # CONV7128	
59.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - HEALTH FACILITIES HOSPITAL LICENSING	UNLV SCHOOL OF HEALTH SCIENCES	OTHER: TRANSFER FROM DHCFP	\$145,699	
	Contract Description:	This is a new interlocal agreement to provide the Dean of the School of Public Health as a contributing physician for disease control response, part time.				
		Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11018	
60.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - MATERNAL CHILD HEALTH SERVICES	RESEARCH TRIANGLE INSTITUTE	FEDERAL	\$25,926	SOLE SOURCE
	Contract Description:	This is a new contract to provide support for a Pregnancy Risk Assessment and Monitoring System (PRAMS) pilot project, involving the collecting, analyzing and weighting of data.				
		Term of Contract:	Upon Approval - 09/30/2010	Consultant: NO	Contract # 11026	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
61.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	LANDER COUNTY	OTHER: REVENUE	\$40,634	
	Contract Description:	This is a new revenue contract for the state to promote individual and family health in the county.				
		Term of Contract:	07/01/2009 - 06/30/2011	Consultant: NO	Contract # 10341	
62.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CENTURION, INC.	GENERAL 33.6% FEDERAL 66.4%	\$18,443	
	Contract Description:	This is an amendment to the original contract that provides for the maintenance of the Voice Response Unit (VRU). This amendment implements the option to renew for one additional year of the two year renewal option extending the termination date from June 30, 2010 to June 30, 2011 and increasing the total authority by \$18,443 from \$32,276 to \$50,719. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	09/12/2008 - 06/30/2011	Consultant: NO	Contract # CONV5690	
63.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	JP MORGAN CHASE BANK NA LEGAL SUPPORT	GENERAL 47.5% FEDERAL 52.5%	\$19,123,478	
	Contract Description:	This is a new contract for electronic benefits (EBT) services to Division of Welfare and Supportive Services clients.				
		Term of Contract:	10/01/2009 - 06/30/2018	Consultant: NO	Contract # 10451	
64.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	NEVADA PUBLIC HEALTH FOUNDATION	FEDERAL	\$278,800	
	Contract Description:	This is an amendment to the contract to provide technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase the number of arrests and successful prosecutions for statutory rape violations and to better assist victims. This amendment implements a two year extension option extending the contract from June 30, 2010 to June 30, 2012 and increasing the total authority by \$278,800 from \$322,200 to \$601,000.				
		Term of Contract:	07/01/2008 - 06/30/2012	Consultant: NO	Contract # CONV5571	
65.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	REGIONAL TRANSPORTATION	FEDERAL	\$264,000	
	Contract Description:	This is a new interlocal agreement to purchase bus passes for the purpose of providing transportation to NEON (TANF) participants for employment and training purposes.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 10895	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
66.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - FIELD SERVICES	BERES, GINNIE DBA ROADRUNNER JANITORIAL SERVICE	GENERAL 34% FEDERAL 66%	\$32,400	
	Contract Description:	This is a new contract to provide continuing janitorial services at the Division of Welfare and Supportive Services (DWSS) Pahrump District Office.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11024	
67.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - FIELD SERVICES	REGIONAL TRANSPORTATION	GENERAL 50% FEDERAL 50%	\$80,000	
	Contract Description:	This is a new interlocal agreement to purchase bus passes for the purpose of providing transportation to the Supplemental Nutrition Assistance Program (SNAP) employment and training participants.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 10884	
68.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	EIGHTH JUDICIAL DISTRICT COURT	OTHER: STATE SHARE OF COLLECTIONS	\$996,154	
	Contract Description:	This is a new interlocal agreement to provide funding under a three year pilot project to enable the Eighth Judicial District Court of Clark County to manage and staff a second full-time court calendar for Child Support efforts including establishing paternity, establishing or modifying financial and medical support orders, and enforcing orders.				
		Term of Contract:	07/01/2010 - 06/30/2013	Consultant: NO	Contract # 10921	
69.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	INFORMATIX, INC.	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	\$99,522	
	Contract Description:	This is a new contract for Financial Institute Data Match (FIDM) services for the State of Nevada Child Support Enforcement Program (CSEP), as mandated by Federal Regulations, to use as a tool for seizing assets in financial institutions for non-custodial parents that owe arrears. The term of this contract is for five years in accordance with the RFP which was handled by the State of Michigan and in alliance with eighteen (18) other states participating in this RFP process, including the State of Nevada.				
		Term of Contract:	07/01/2010 - 06/30/2015	Consultant: NO	Contract # 10995	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
70.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT FEDERAL REIMBURSEMENT	EIGHTH JUDICIAL DISTRICT COURT	OTHER: 34% FEDERAL 66%	\$9,697,650	
		This is a new interlocal agreement for the Eighth Judicial District Court in Clark County to provide hearing masters and court services for child support hearings.				
	Contract Description:	Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 10900	
71.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	BOYS & GIRLS CLUBS OF SOUTHERN NEVADA	FEDERAL	\$503,653	
		This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.				
	Contract Description:	Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 10824	
72.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	NEVADA ASSOC FOR THE EDUCATION OF YOUNG CHILDREN	FEDERAL	\$871,000	
		This is an amendment to the contract providing financial assistance and scholarship programs for early care provider education and professional development. This amendment implements the second of three (3) one year extension options extending the end date of the contract from June 30, 2010 to June 30, 2011 and increasing the total authority by \$871,000 from \$1,492,000 to \$2,363,000.				
	Contract Description:	Term of Contract:	07/01/2008 - 06/30/2011	Consultant: NO	Contract # CONV5404	
73.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	SUNRISE CHILDRENS FOUNDATION	FEDERAL	\$534,689	
		This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.				
	Contract Description:	Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 10832	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
74.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	UNIVERSITY OF NEVADA LAS VEGAS	FEDERAL	\$118,650	
	Contract Description:	This is a new interlocal agreement which provides for the development and maintenance of a state early childhood database. The database will feature a library of data to provide resources for grant writers, for policy makers, for the public, and to serve an intermediary function for query of more complex databases at the state and/or federal level.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 10654	
75.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	YMCA OF SOUTHERN NEVADA	FEDERAL	\$201,461	
	Contract Description:	This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.				
		Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 10835	
76.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	SOLUTIONS RECOVERY, INC.	GENERAL	\$361,760	
	Contract Description:	This is an amendment to the original contract to provide residential services to dual diagnosis clients. this amendment increases the total authority by \$361,760 from \$815,000 to \$1,176,760 to increase the number of available beds from 18 to 26.				
		Term of Contract:	11/01/2009 - 10/31/2010	Consultant: NO	Contract # 11047	
77.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY PC	OTHER: MEDICARE	\$1,000,000	
	Contract Description:	This is a new contract for vendor to determine the amount of coinsurance eligible to be claimed as a bad debt on the Medicare Cost Report. Vendor to be paid 30% of any/all recovered revenue, with no payment to be made if no funds are recovered				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 10937	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
78.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - DESERT REGIONAL CENTER	ACTION AIR CONDITIONERS, INC.	GENERAL 50.2% FEDERAL 49.8%	\$20,000	
		Contract Description: This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, pump, piping electronics, duct work, valves, belts, bearings, and coils.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 10972	
79.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - DESERT REGIONAL CENTER	CAL AIR AIR CONDITIONING	GENERAL 50.2% FEDERAL 49.8%	\$20,000	
		Contract Description: This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, pump, piping electronics, duct work, valves, belts, bearings, and coils.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 10973	
80.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - DESERT REGIONAL CENTER	SOUTHWEST AIR COND SVCS	GENERAL 50.2% FEDERAL 49.8%	\$20,000	
		Contract Description: This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, piping, electronics, duct work, valves, belts, bearings, and coils.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 10971	
81.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - FACILITY FOR THE MENTAL OFFENDER	EASY ROOTER	GENERAL	\$4,000	
		Contract Description: This is an amendment to the original contract, which provides emergency response services on a 24/7 basis (including weekends and holidays) to clear sewer line blockages and must have heavy duty equipment available. This amendment increases the maximum amount by \$4,000 from \$9,600.00 to \$13,600.00, by adding Northern Nevada Adult Mental health Services (NNAMHS) to this contract.				
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6506	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
82.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - COMMUNITY JUVENILE JUSTICE PROGRAMS	CLARK, COUNTY OF DEPARTMENT OF JUVENILE JUSTICE SERVICES	GENERAL	\$142,976	
	Contract Description:	This is a new interlocal agreement to reimburse counties for eligible services including mental health outpatient, day treatment and assessment services for juvenile sex offenders and sexually perpetrating youth.				
		Term of Contract:	07/01/2009 - 06/30/2011	Consultant: NO	Contract # 10905	
83.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	BERES, GINNIE DBA ROADRUNNER JANITORIAL SERVICE	GENERAL 50.5% FEDERAL 49.5%	\$23,712	
	Contract Description:	This is a new contract to provide janitorial services to the Pahrump location.				
		Term of Contract:	07/11/2010 - 06/30/2014	Consultant: NO	Contract # 11000	
84.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - RURAL CHILD WELFARE	LOPEZ, EVANGELINA R	GENERAL 50.5% OTHER: IV-E 49.5%	\$14,400	
	Contract Description:	This is a new contract to provide janitorial services to the Hawthorne location of Division of Child and Family Services. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11158	
85.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	CARLSON, N KATHY	GENERAL	\$22,080	
	Contract Description:	This is a new contract to provide haircuts to the youth at Nevada Youth Training Center.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 11010	
86.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NEVADA YOUTH TRAINING CENTER	GALLOWAY, STEPHEN L	GENERAL	\$23,400	
	Contract Description:	This is a new contract to provide psychological consultation and assessment evaluations				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 10851	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
87.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	BHC MONTE VISTA HOSPITAL DBA MONTE VISTA HOSPITAL	GENERAL	\$24,999	
		Contract Description: This is a new contract to provide acute psychiatric care for youth ages 6-18 who meet criteria for acute care and cannot be immediately served at Dessert Willow Treatment Center.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11004	
88.	431	ADJUTANT GENERAL AND NATIONAL GUARD - ADJUTANT GENERAL CONSTRUCTION FUND	DEHNE, LANCE DBA ARTINEERING	FEDERAL	\$23,800	
		Contract Description: This is a new contract to provide design documents including all necessary services for the purpose of soliciting construction price quotes for new fire systems water storage tanks. Tanks are to replace existing water storage ponds.				
		Term of Contract:	Upon Approval - 12/06/2010	Consultant: NO	Contract # 11091	
89.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.	GENERAL	\$815,700	
		Contract Description: This is a new contract to provide third party administration (TPA) services to manage the payment of medical and dental claims to providers not employed by the Department of Corrections.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11085	
90.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	CHARDONNAY DIALYSIS, INC.	GENERAL	\$1,119,456	
		Contract Description: This is a new contract to provide Hemodialysis treatments for inmates at the Northern Nevada Correctional Center (NNCC).				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11015	
91.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	PHYSICIAN'S MANAGED CARE (PMC)	GENERAL	\$76,800	
		Contract Description: This is a new contract to identify physicians and other specialty providers for the purpose of establishing, coordinating and maintaining on-site specialty clinics for inmate care at the following correctional facilities: Nevada State Prison (NSP), Northern Nevada Correctional Center (NNCC), and Warm Springs Correctional Center (WSCC).				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11043	
92.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	RENOWN REGIONAL MEDICAL CENTER	GENERAL	\$129,360	
		Contract Description: This is a new contract to provide EKG machines, installation, in-service training, starter supply kits, maintenance, and interpret EKG readings.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11044	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
93.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	ARROW VENDING	OTHER: REVENUE	\$108,000	
	Contract Description:	This is an amendment to the original contract, which provides vending machine services to correctional facilities located in Northern Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum revenue anticipated from \$125,000 to \$233,000.				
		Term of Contract:	06/10/2008 - 06/30/2012	Consultant: NO	Contract # CONV5770	
94.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	BRANDWAY, INC. DBA HORIZON CANTEEN OF SO. NEVADA	OTHER: REVENUE	\$296,000	
	Contract Description:	This is a new contract to provide vending machine services for the following correctional facilities located in Southern Nevada: Casa Grande Traditional Housing, Florence McClure Women's Correctional Center, High Desert State Prison, Three Lakes Valley Conservation Camp, Jean Conservation Camp, Pioche Conservation Camp, Southern Desert Correctional Center, Ely Conservation Camp, and Ely State Prison. This contract is expected to bring in an estimated revenue of \$148,000, per fiscal year, for a total of \$296,000.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11051	
95.	440	DEPARTMENT OF CORRECTIONS - ELY STATE PRISON	WESTERN EXTERMINATOR COMPANY	GENERAL	\$4,944	
	Contract Description:	This is an amendment to the original contract, which provides regularly scheduled pest control services to Ely Conservation Camp (ECC) and Ely State Prison (ESP). This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount of the contract from \$5,075 to \$10,018.75.				
		Term of Contract:	10/16/2008 - 06/30/2012	Consultant: NO	Contract # CONV5834	
96.	440	DEPARTMENT OF CORRECTIONS - FLORENCE MCCLURE WOMEN'S CORRECTIONAL CENTER	A1 NATIONAL FIRE COMPANY CO.	GENERAL	\$59,050	
	Contract Description:	This is a new contract to provide annual backflow testing and certification at Casa Grande Traditional Housing (CGTH), Florence McClure Women's Correctional Center (FMWCC), High Desert State Prison (HDSP), Jean Conservation Camp (JCC), and Southern Nevada Correctional Center (SNCC).				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11041	
97.	440	DEPARTMENT OF CORRECTIONS - HIGH DESERT STATE PRISON	WW WILLIAMS SOUTHWEST, INC.	GENERAL	\$19,858	
	Contract Description:	This is an amendment to the original contract which provides preventative maintenance to the generators at High Desert State Prison (HDSP). This amendment increases the maximum amount of the contract from \$21,740 to \$41,598 and extends the termination date from June 30, 2010 to June 30, 2012.				
		Term of Contract:	07/31/2008 - 06/30/2012	Consultant: NO	Contract # CONV5691	
98.	440	DEPARTMENT OF CORRECTIONS - INMATE WELFARE ACCOUNT	BURNS FUNERAL HOME, INC.	OTHER: INMATE WELFARE FUND	\$31,168	
	Contract Description:	This is a new contract to provide inmate cremation services for correctional facilities located in the eastern region of the state.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11013	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
99.	440	DEPARTMENT OF CORRECTIONS - INMATE WELFARE ACCOUNT	FRIENDSHIP CABLE OF TEXAS, INC. DBA CORRECTIONAL CABLE	OTHER: INMATE WELFARE FUND	\$1,009,316	
	Contract Description:	This is a new contract to provide incarcerated offenders throughout the Nevada Department of Corrections with satellite television services.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11126	
100.	500	COMMISSION ON MINERAL RESOURCES	ENVIRONMENTAL PROTECTION SERVICES	FEE: APPLICATION FEES, DANGEROUS MINE FEES, ALM SECURING FEES	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provided visitation to previously fenced abandoned mines, assess fence condition and repair if necessary. This amendment changes the termination date from November 10, 2010 to June 8, 2011 and increases the maximum amount from \$60,000 to \$110,000 due to more sites identified.				
		Term of Contract:	Upon Approval - 06/08/2011	Consultant: NO	Contract # 11138	
101.	500	COMMISSION ON MINERAL RESOURCES	GEOTEMPS, INC.	FEES	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provides courthouse research, discovery and securing of abandoned mines. This amendment increases the maximum amount from \$75,000 to \$125,000 in an attempt to discover and secure additional abandoned mines.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 10146	
102.	580	PUBLIC UTILITIES COMMISSION	RADIGAN, FRANK W DBA HUDSON RIVER ENERGY GROUP	FEE: FUND 224, REGULATORY FEES	\$65,000	
	Contract Description:	This is a new contract to perform a complete review and analysis of Sierra Pacific Power Company's ("SPPC") depreciation study for both electric and gas operations, which are scheduled to be filed on or about June 1, 2010. The work to be performed includes determining the reasonableness of (a) remaining life, both physical and economic, (b) net salvage value, and (c) depreciation rates. The Contractor will provide written recommendations regarding the acceptability of SPPC's proposals, and will also prepare and deliver testimony as an expert witness in Carson City. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	06/09/2010 - 12/31/2010	Consultant: NO	Contract # 11101	
103.	610	GAMING CONTROL BOARD – INVESTIGATIVE FUND	INTERNATIONAL RISK	OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID)	\$100,000	
	Contract Description:	This is a new contract to assist the Gaming Control Board with the investigative process in foreign countries. Assistance will be in the form of public records access and reviews; native language newspaper and magazine reviews of articles relating to investigative subjects; translation of documents into English, interpreting; and related assignments. THE STATE BUSINESS LICENSE REQUIREMENT FOR THIS VENDOR IS PENDING LEGAL GUIDANCE FROM THE SECRETARY OF STATE.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11122	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
104.	650	DEPARTMENT OF PUBLIC SAFETY - PAROLE AND PROBATION	CLARK COUNTY - IT DEPARTMENT	GENERAL	\$20,000	
	Contract Description:	This is an amendment to the original contract, which provides the Department of Public Safety, Division of Parole and Probation access to the Las Vegas Metropolitan Police Department Shared Computer Operations for Protection and Enforcement (SCOPE). This amendment is to extend the termination date until June 30, 2014 and increase the maximum amount of the contract.				
		Term of Contract:	11/13/2006 - 06/30/2014	Consultant: NO	Contract # CONV3470	
105.	650	DEPARTMENT OF PUBLIC SAFETY - FORFEITURES - LAW ENFORCEMENT	AWAXX SYSTEMS, INC.	OTHER: FORFEITURES	\$13,650	SOLE SOURCE
	Contract Description:	This is a new contract to upgrade the existing access control system to include the installation of five additional readers within the interior of the Department of Public Safety, Headquarters, 555 Wright Way, Carson City, NV.				
		Term of Contract:	Upon Approval - 08/31/2010	Consultant: NO	Contract # 11066	
106.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL K- 9 PROGRAM	DONN YARNALL	OTHER: FORFEITURE FUNDS	\$56,680	
	Contract Description:	This is an amendment to the original contract, which continues the implementation of a canine program for the Department of Public Safety, including the training of officers and assistance in the procurement of canines. This amendment extends the termination date from June 30, 2010 to December 31, 2010 and increases the maximum amount from \$251,532 to \$308,212.00.				
		Term of Contract:	09/08/2008 - 12/31/2010	Consultant: NO	Contract # CONV5784	
107.	650	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	WESTERN IDENTIFICATION NETWORK	FEE: FINGERPRINT FEES	\$3,044,160	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides database maintenance services and will continue Nevada's participation in the WIN - AFIS (Western Identification Network-Automated Fingerprint Identification System). This amendment extends the termination date from June 30, 2010 to June 30, 2014 and increases the maximum amount from \$2,665,370 to \$5,709,530 due to the additional months of service.				
		Term of Contract:	01/18/2007 - 06/30/2014	Consultant: NO	Contract # CONV3568	
108.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	LAS VEGAS METROPOLITAN POLICE - FORENSIC DEPARTMENT	HIGHWAY	\$725,052	
	Contract Description:	This is a new interlocal agreement with the Las Vegas Metropolitan Police Department - Forensic Laboratory to provide toxicology testing services to the Nevada Department of Public Safety, Highway Patrol Division.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 11188	
109.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT	BOARD OF REGENTS-UNR	FEDERAL	\$59,287	
	Contract Description:	This is a new interlocal agreement to provide professional evaluation services on the effectiveness of the Nevada Department of Public Safety - Highway Patrol Division's Targeting Aggressive Cars and Trucks (TACT) program.				
		Term of Contract:	Upon Approval - 09/30/2010	Consultant: NO	Contract # 10710	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
110.	700	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES LEGAL COST-Non-Exec	WESTERGARD ENGINEERING, INC.	FEDERAL	\$112,500	
	Contract Description:	This is a new contract to advise the Director of the Department of Conservation & Natural Resources in assuring the state's interests are protected and all environmental consequences are addressed in issues related to the Truckee River Operating Agreement.				
		Term of Contract:	07/01/2010 - 02/28/2013	Consultant: NO	Contract # 11078	
111.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	BOARD OF REGENTS-UNR OFFICE OF SPONSORED PROJECTS	FEDERAL	\$40,029	
	Contract Description:	This is a new interlocal agreement to gather information for measuring responses of sagebrush habitat to manage actions outlined in the State's Wildlife Action Plan.				
		Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11017	
112.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	UNIVERSITY OF NEVADA, RENO - COOPERATIVE EXTENSION	BONDS: QUESTION 1 BONDS 25% FEDERAL 75%	\$46,851	
	Contract Description:	This is an amendment to the original interlocal agreement to remove pinyon and juniper trees that are encroaching on sage-grouse habitat. This amendment extends the termination date from December 31, 2010 to December 31, 2013 and increases the maximum amount from \$80,715.84 to \$127,566.84 for the removal of trees in a new project area.				
		Term of Contract:	02/12/2008 - 12/31/2013	Consultant: NO	Contract # CONV5000	
113.	702	DEPARTMENT OF WILDLIFE - TROUT STAMP PROGRAM	HYDRO RESOURCES WEST, INC.	OTHER: TROUT STAMPS	\$25,000	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides for refurbishing wells in Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$59,999 to \$84,999 due to the need for more refurbishing of wells at the Mason Valley fish hatchery.				
		Term of Contract:	06/17/2009 - 06/30/2011	Consultant: NO	Contract # CONV6916	
114.	702	DEPARTMENT OF WILDLIFE - BOATING PROGRAM	LAS VEGAS BOAT HARBOR, INC.	FEDERAL	\$100,000	
	Contract Description:	This is a new contract for a new gas dock and updated pumps in the Lake Mead National Recreation Area.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11038	
115.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	CHAR-PIT SAND HARBOR, INC.	OTHER: REVENUE CONTRACT	\$140,000	
	Contract Description:	This is a new revenue contract to provide a snack bar and grill within the Sand Harbor unit of the Lake Tahoe Nevada State Park.				
		Term of Contract:	Upon Approval - 06/08/2015	Consultant: NO	Contract # 11074	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
116.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - 2001 PARK IMPROVEMENTS-Non- Exec	CARSON WATER SUBCONSERVANC Y DISTRICT	BONDS: QUESTION 1 BONDS	\$150,000	
	Contract Description:	This is a new interlocal agreement to develop a Habitat Conservation Plan for the Middle Carson River.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 11083	
117.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - 2001 PARK IMPROVEMENTS-Non- Exec	GREAT BASIN INSTITUTE	OTHER: LAKE TAHOE LICENSE PLATE GRANT	\$13,500	SOLE SOURCE
	Contract Description:	This is a new contract to block off and revegetate areas in Diver's Cove at Sand Harbor by Great Basin Institute (GBI). GBI crews will also remove temporary fencing below the Sand Point Walkway and install permanent snow fencing, remove dilapidated fencing and construct a post and wire fence along the Stream Environment Zone (SEZ) near Boater's Beach. Materials for these project elements will be provided by the Nevada Division of State Parks.				
		Term of Contract:	Upon Approval - 12/11/2011	Consultant: NO	Contract # 11033	
118.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES	MACTEC ENGINEERING AND CONSULTING, INC.	FEDERAL	\$50,000	
	Contract Description:	This is a new contract for the review of Emergency Action Plans for Nevada dams.				
		Term of Contract:	Upon Approval - 09/15/2010	Consultant: NO	Contract # 11039	
119.	707	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - STATE LANDS - PROTECT LAKE TAHOE-Non- Exec	BOARD OF REGENTS-UNR	BONDS: STATE BONDS	\$75,934	
	Contract Description:	This is a new interlocal agreement to utilize the services of the University of Nevada Reno to meet some of the goals and objectives of the state's Environmental Improvement Program. The contract will provide services and resources to conduct a limnological assessment of Marlette Lake; provide a basic understanding of the current and future environmental impacts stemming from the various invasive species; analyze the relationship of these invasive species and climate changes; provide needed baseline data in the Marlette system; and create a short monitoring plan for detecting invasive species currently in the region as well as summarize information that will inform the Nevada Department of Wildlife on the creation of a Fisheries Management Plan.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 11058	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
120.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	BOARD OF REGENTS	FEE: MINING VIOLATIONS	\$148,586	
	Contract Description:	This is an amendment to the original interlocal agreement, which provides research and analysis service to analyze mercury air emissions from Nevada gold mines. This amendment extends the termination date of the contract from August 31, 2010 to May 31, 2012 and increases the maximum amount from \$339,957 to \$488,543 to allow the contractor to provide additional emission predictions, develop data regarding emission deposits, develop more detailed data on the emission components and the effects of aging on mercury (Hg) releases.				
		Term of Contract:	05/01/2007 - 05/31/2012	Consultant: NO	Contract # CONV3859	
121.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER POLLUTION CONTROL	BEC ENVIRONMENTAL, INC.	FEDERAL	\$270,000	
	Contract Description:	This is an amendment to the original contract, which provides technical assistance to Nevada Department Environmental Protection (NDEP), communities, and small water systems in the development and implementation of wellhead protection programs and plans. The option to extend contract for an additional 2 years was provided in the original contract. This amendment exercises that option and extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$540,000 to \$810,000.				
		Term of Contract:	07/08/2008 - 06/30/2010	Consultant: NO	Contract # 10667	
122.	742	DEPARTMENT OF BUSINESS AND INDUSTRY INDUSTRIAL RELATIONS DIV B&I - UNINSURED EMPLOYERS CLAIM ACCT	SIERRA NEVADA ADMINISTRATORS, INC.	OTHER: WORKERS' COMPENSATION & SAFETY FUND	\$27,558	
	Contract Description:	This is an amendment to the original contract to provide workers compensation claims administration services for the State of Nevada Uninsured Employer's Claims Account. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$100,000 to \$127,558 due to an increase in the administrative fee.				
		Term of Contract:	07/01/2007 - 06/30/2011	Consultant: NO	Contract # CONV4186	
123.	810	DEPARTMENT OF MOTOR VEHICLES - AUTOMATION	LAS VEGAS TOWNSHIP CONSTABLE	HIGHWAY	\$14,400	
	Contract Description:	This is a new interlocal agreement to provide reimbursement to the DMV for the one-time cost of implementing a web-based system to report Nevada residents with out-of-state vehicle registrations.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11155	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
124.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	FAAD JANITORIAL	HIGHWAY	\$17,364	
	Contract Description:	This is an amendment to the original contract, which provided janitorial service for the DMV-CDL facility located at 810 Greg Street Sparks. This amendment extends the termination date is September 30, 2010 to September 30, 2012 and increases the maximum amount from \$9,310 to \$26,674. This due to the vendor reducing the monthly cost by 15% as requested by the Governor, so an additional 2 years has been added to the contract term at the decreased rate.				
		Term of Contract:	09/18/2009 - 09/30/2012	Consultant: NO	Contract # CONV7158	
125.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	SOLUTIONS THRU SOFTWARE, INC.	HIGHWAY	\$1,081,679	
	Contract Description:	This is a new contract to provide testing, retrieving, and transmitting statistical information for the Automated Driver's License Testing System.				
		Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11088	
126.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	GFY ENTERPRISES, INC. DBA JJ'S SNACK SHACK	OTHER: REVENUE CONTRACT	\$10,000	
	Contract Description:	This is an amendment to the original contract, which provides snack bar concession services at the Black Mountain Aquatic Complex and Whitney Ranch Activity Pool on a daily basis when the facilities are in operation during the summer season from approximately May through December. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$10,000 to \$20,000 due to anticipated revenue during the extended contract period.				
		Term of Contract:	07/01/2008 - 06/30/2012	Consultant: NO	Contract # CONV5374	
127.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	I FIX, INC. DBA AC VANS MAINTENANCE AND REPAIRS	OTHER: BUSINESS ENTERPRISE SET ASIDE	\$9,500	
	Contract Description:	This is an amendment to the original contract which provides carpentry, reconditioning, project oversight, interior repair, drywall repair, touch-up painting, carpet and tile repair, and removal, transport, delivery and installation of Business Enterprises of Nevada (BEN) equipment and items as needed. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$31,500 to \$41,000 due to anticipated services needed through the extension of the contract.				
		Term of Contract:	06/10/2008 - 06/30/2012	Consultant: NO	Contract # CONV5372	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
128.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ROYAL REFRIGERATION, INC.	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$20,000	
	Contract Description:	This is an amendment to the original contract which provides services for maintenance and repair of heating, ventilating, and air conditioning (HVAC) units, commercial refrigerators and refrigeration units, freezers, ice makers, reach-ins and display units on a time and material basis. This amendment increases the maximum amount from \$20,000 to \$40,000 due to an increased volume of repairs.				
		Term of Contract:	07/15/2009 - 06/30/2011	Consultant: NO	Contract # CONV6545	
129.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - SERVICES TO THE BLIND & VISUALLY IMPAIRED	ABILITY CENTER, INC.	GENERAL 21.3% FEDERAL 78.7%	\$225,000	
	Contract Description:	This is a new contract to provide for modification and conversion of new and used vehicles for vocational rehabilitation clients as follows: structural vehicle modifications; installation of mobility equipment and devices including customized and advanced adaptive driving equipment and controls; installation of high tech driving systems; provide adjustments to fit required equipment to specific needs; and provide equipment repair services as needed.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 10968	
130.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - SERVICES TO THE BLIND & VISUALLY IMPAIRED	SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY	GENERAL 21.3% FEDERAL 78.7%	\$26,400	
	Contract Description:	This is an amendment to the original contract which provides low vision services that enable people with low vision problems that cannot be corrected through surgery, therapy, conventional eyewear or contact lenses and provide low vision aides or special training so clients may use their remaining vision. This amendment extends the termination date from June 30, 2010 to December 31, 2010 and increases the maximum amount from \$88,000 to \$114,400 due to time required for an RFP. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	08/12/2008 - 12/31/2010	Consultant: NO	Contract # CONV5651	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
131.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	ASAP SERVICES	GENERAL 21.3% FEDERAL 78.7%	\$582,500	
	Contract Description:	This is an amendment to the original contract, which provides for assistance to school district staff in identifying and referring student/clients eligible for Vocational Rehabilitation services. This amendment extends the termination date from September 30, 2010 to September 30, 2011 and increases the maximum amount from \$1,165,000 to \$1,747,500 due to extended term of the contract.				
		Term of Contract:	09/08/2009 - 09/30/2011	Consultant: NO	Contract # CONV5731	
132.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	EASTER SEALS SIERRA NEVADA	GENERAL 21.3% FEDERAL 78.7%	\$307,500	
	Contract Description:	This is an amendment to the original contract, which provides assistance to the school district staff in identifying and referring student/clients eligible for Vocational Rehabilitation services. This amendment extends the termination date from September 30, 2010 to September 30, 2011 and increases the maximum amount from \$615,000 to \$922,500 due to the extended term of the contract.				
		Term of Contract:	09/08/2008 - 09/30/2011	Consultant: NO	Contract # CONV5732	
133.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - CAREER ENHANCEMENT PROGRAM	DEPARTMENT OF CORRECTIONS	FEDERAL	\$361,200	
	Contract Description:	This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) program which will provide pre-release and post-release assistance to inmates and felons through a holistic program that incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services. The Nevada Department of Corrections (NDOC) will oversee all aspects of the project and coordinate with service provider(s) to ensure a seamless transition for offenders from pre-release through post-release activities with re-entry into Nevada communities. NDOC shall refer a sufficient number of post-released individuals to selected/identified service providers to meet the conditions of program participation.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 10820	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
134.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - CAREER ENHANCEMENT PROGRAM	FISHER PEN COMPANY DBA FISHER SPACE PEN CO.	OTHER: STATE CAREER ENHANCEMENT PROGRAM	\$51,150	
	Contract Description:	This is a new contract to train incumbent workers in the LEAN (creating more values for customers with less resources) office method and LEAN Manufacturing and Production Techniques to improve efficiency and productivity. Training is expected to create new positions within the company as current employees advance once training is complete. In addition, successful completion is anticipated to identify new products and new markets for increased distribution and market share.				
		Term of Contract:	Upon Approval - 01/31/2012	Consultant: NO	Contract # 10575	
135.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - CAREER ENHANCEMENT PROGRAM	PAROLE AND PROBATION	FEDERAL	\$160,808	
	Contract Description:	This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) program which will provide pre-release and post-release assistance to inmates and felons through a holistic program that incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services. Parole and Probation will be responsible for monitoring Nevada inmates and/or parolees, housed at Casa Grande Transitional Center, which will include hiring two employees who will be assigned to this project. Parole and Probation will also coordinate with the Parole Board to make placement into the PRIDE Program a condition of an inmate's parole. NDPS Parole and Probation will be responsible for discussing the rules, regulations, and the expectations of parole and the PRIDE Program to participants.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 10991	
136.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - CAREER ENHANCEMENT PROGRAM	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$443,800	
	Contract Description:	This is a new interlocal agreement to provide pre-release and post-release assistance through a holistic program, Creating Hope and Modeling Personal Success (CHAMPS), that incorporates intensive case management; transitional housing; employment training and placement; life skills training; mental health services; substance and drug abuse counseling; mentoring; and other comprehensive transitional services.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 10948	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
137.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$3,035,689	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to dislocated workers in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11069	
138.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,880,702	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to adults in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11070	
139.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$1,818,819	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to youth in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.				
		Term of Contract:	04/01/2010 - 06/30/2012	Consultant: NO	Contract # 11076	
140.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$4,687,843	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to youth in southern Nevada as required by the Workforce Investment Act of 1998: CFR Part 652 et al.				
		Term of Contract:	04/01/2010 - 06/30/2012	Consultant: NO	Contract # 11097	
141.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$48,000	
	Contract Description:	This is a new interlocal agreement to provide job shadowing opportunities to 500 youth in the Las Vegas area. The students will be selected from targeted high risk schools.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11065	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
142.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$6,959,366	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to adults in southern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11072	
143.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$5,102,209	
	Contract Description:	This is a new interlocal agreement to provide employment and training services to dislocated workers in southern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.				
		Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11068	
144.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$1,000,000	
	Contract Description:	This is a new contract to provide youth employment services to 1,500 students who will be graduating from high school to provide them with workplace experiences necessary to learn, grow, and become excellent employees, entrepreneurs, and leaders.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11061	
145.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$94,000	
	Contract Description:	This is a new interlocal agreement to provide a comprehensive youth and community development program to assist youth in low-income communities in southern Nevada with several core issues such as education, housing, jobs, and leadership development.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11062	
146.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD	FEDERAL	\$380,000	
	Contract Description:	This is a new interlocal agreement to provide employment services to high school juniors and seniors and college freshman who are matched to an eight week internship and is based on the student's area of interest.				
		Term of Contract:	Upon Approval - 09/30/2010	Consultant: NO	Contract # 11064	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
147.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	BP NEVADA, INC. DBA BATTERIES PLUS #350	OTHER: ALL DETR BUDGET ACCOUNTS	\$13,760	
	Contract Description:	This is a new contract to provide and install 80 batteries for the uninterrupted power supply (UPS) unit in the computer room at the Department of Employment, Training and Rehabilitation located at 500 East Third Street in Carson City.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11031	
148.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	CASHMAN EQUIPMENT COMPANY	OTHER: ALL DETR BUDGET ACCOUNTS	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provides preventive maintenance on the State Administrative Office generator which is the emergency power supply to the agency's computer facility during electrical outages. This amendment exercises the option to renew for an additional two years which extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$50,000 to \$100,000 due to the extended term of the contract.				
		Term of Contract:	07/01/2008 - 06/30/2012	Consultant: NO	Contract # CONV5379	
149.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	CANYON ELECTRIC COMPANY, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$8,500	
	Contract Description:	This is an amendment to the original contract, which provides regular and emergency electrical / lighting installations, repairs, and maintenance services for all needed projects for DETR facilities. This amendment increases the maximum amount from \$8,500 to \$17,000 due to increased volume of service.				
		Term of Contract:	05/01/2009 - 06/30/2011	Consultant: NO	Contract # CONV6334	
150.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	LAS VEGAS INTERPRETERS CONNECTION, LLC	OTHER: ALL DETR BUDGET ACCOUNTS	\$20,000	
	Contract Description:	This is a new contract to provide interpretation services at Unemployment Insurance hearings and other meetings. These require interpreters to be fluent in both languages and the interpretation must be on a word-for-word basis for clients.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 10876	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
151.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	MCNEIL'S CLEANING SERVICE	OTHER: ALL DETR BUDGET ACCOUNTS	\$9,000	
	Contract Description:	This is an amendment to the original contract, which provides janitorial services on an as needed basis at DETR's Fallon facility. This amendment increases the maximum amount from \$26,516 to \$35,516 due to a greater than anticipated utilization of services.				
		Term of Contract:	07/01/2007 - 06/30/2011	Consultant: NO	Contract # CONV3938	
152.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY	OTHER: ALL DETR BUDGET ACCOUNTS.	\$47,978	
	Contract Description:	This is a new contract to install an Access Card System at two Department of Employment, Training and Rehabilitation locations in Carson City.				
		Term of Contract:	Upon Approval - 11/30/2010	Consultant: NO	Contract # 11093	
153.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	ACCRA DBA THE COUNCIL FOR COMMUNITY AND ECONOMIC RESEARCH	FEDERAL	\$322,825	SOLE SOURCE
	Contract Description:	This is a new contract to provide a venue for the Labor Market Information Training Institute to direct its part of the work program and to integrate its activities with other project tasks, ensuring that the training re-design is implemented in close collaboration with plans to re-write the projections suite software, develop appropriate documentation, and integrate an understanding of green employment opportunities. Furthermore, this task provides an opportunity for institute staff to review the existing training in action as a way to ensure that the new e-learning environment captures the most critical elements of current activities.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11089	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
154.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	ENVISIONTEL	FEDERAL	\$611,990	SOLE SOURCE
	Contract Description:	This is a new contract to provide the Projection Management Program (PMP) eight (8) e-learning courses based on content leveraged from existing PMP training courses. Envisiontel will provide consulting services, design, content creation and development of curriculum and e-learning strategies using industry standard authoring tools and tracking guidelines. A customized deployment of the open source Learning Management System "Moodle" will be utilized to provide an effective means to deploy and manage course / curriculum structure and track participant progress. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11100	
155.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	ILLINOIS DEPT OF EMPLOYMENT	FEDERAL	\$187,000	
	Contract Description:	This is a new interlocal agreement to identify state technical leads for each project area in the Projections Suite rewrite; monitor projections software development and implementation; and liaison between software development staff and the Projections Managing Partnership. In addition, the Illinois Department of Employment Security (IDES) will be the technical lead for the software rewrite for the short-term industry projections; skills based employment projections; and occupational descriptor. As technical lead, IDES will prioritize software feature and enhancement development; implement software acceptance testing among states; and assist in the development of software help documentation.				
		Term of Contract:	Upon Approval - 05/31/2011	Consultant: NO	Contract # 11034	
156.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	LESS, LAWRENCE J.	FEDERAL	\$17,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide research analysis for the subcommittee on the long-term industry projections software rewrite and devise recommendations on data processing flow, screen design, and technical specifications as well as prioritize software feature development; conduct software acceptance testing (including acceptance testing for the occupational descriptor software rewrite); provide oversight to research projects; lead the development of software help documentation; and contribute subject matter expertise for training redevelopment. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11106	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
157.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	LABOR MARKET SOLUTIONS	FEDERAL	\$184,400	SOLE SOURCE
	Contract Description:	This is a new contract to provide project and product management to the Project Management Consortium and for the development of a web-based system for occupational descriptors, skills-based projections, and a report manager for the consortium partners. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11086	
158.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	NORTH CAROLINA, STATE OF EMPLOYMENT SECURITY COMMISSION	FEDERAL	\$71,500	
	Contract Description:	This is a new interlocal agreement for the Employment Security Commission of North Carolina (ESC), Labor Market Information Division (LMID) who will participate in the Projections Infrastructure Modernization project by providing staff time and expertise to assist with the system rewrite. LMID will provide staff to serve on the projections suite rewrite/green demand occupational software subcommittee. Staff will participate in the software system design; prioritization of system enhancements and acceptance testing for the occupational projections; skills-based projections; and occupational descriptor system components.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11036	
159.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	UTAH, STATE OF DEPARTMENT OF WORKFORCE SERVICES	FEDERAL	\$1,879,100	
	Contract Description:	This is a new interlocal contract to recreate the current systems to move from Fox Pro (an obsolete and unsupported platform) into a new technology. The existing screen design and system flow will be maintained unless a change is required because of the new code or database environment.				
		Term of Contract:	12/01/2009 - 05/31/2011	Consultant: NO	Contract # 11105	
160.	BDC	LICENSING BOARDS & COMMISSIONS - DISPENSING OPTICIANS	PAT SWANSON	FEE: APPLICATION AND RENEWAL FEES	\$20,000	
	Contract Description:	This is a new contract to provide administrative services to board members; prepare official records; process all applications and yearly renewals; prepare agendas and minutes of meetings; prepare optical examinations; process complaints; and work with the Attorney General's Office on behalf of the Board.				
		Term of Contract:	06/08/2010 - 06/30/2011	Consultant: NO	Contract # 11029	

***11. MASTER SERVICE AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 1.	MSA	VARIOUS STATE AGENCIES	ANALYSTS INTERNATIONAL CORP.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10983		
MSA 2.	MSA	VARIOUS STATE AGENCIES	ASK STAFFING, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10974		
MSA 3.	MSA	VARIOUS STATE AGENCIES	CIBER, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10992		
MSA 4.	MSA	VARIOUS STATE AGENCIES	CRI ADVANTAGE, LLC	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10975		
MSA 5.	MSA	VARIOUS STATE AGENCIES	GILBERT, ROMICK & ASSOC DBA ARC HEALTH & WELLNESS, LLC	OTHER: VARIOUS	\$2,000,000	
	Contract Description:	This is an amendment to the original contract, which provides annual physical exams for police officers and firefighters, cardiac, pulmonary, audiology consultations/evaluations and hepatitis inoculations and screening. This amendment extends the termination date from June 30, 2013 to May 31, 2015, increases the maximum amount from \$4,000,000 to \$6,000,000 and reduces the pricing of the original cost proposal.				
	Term of Contract:	06/01/2009 - 05/31/2015	Consultant: NO	Contract # CONV7023		
MSA 6.	MSA	VARIOUS STATE AGENCIES	I3TECH DATA SOLUTIONS, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10976		
MSA 7.	MSA	VARIOUS STATE AGENCIES	LINK TECH, LLC DBA LINK TECHNOLOGIES	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10977		
MSA 8.	MSA	VARIOUS STATE AGENCIES	LEXIS NEXIS, A DIVISION OF REED ELSEVIER, INC.	OTHER: VARIOUS	\$500,000	
	Contract Description:	This is a new contract to provide on-line information for legal and public records research for various state agencies.				
	Term of Contract:	07/01/2010 - 06/30/2014	Consultant: NO	Contract # 11059		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 9.	MSA	VARIOUS STATE AGENCIES	MILLENNIUM INTEGRATED SRVCS 2000, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10978		
MSA 10.	MSA	VARIOUS STATE AGENCIES	QA TECHNOLOGIES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10979		
MSA 11.	MSA	VARIOUS STATE AGENCIES	RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new contract to provide equipment, install new systems, and provide warranty/maintenance services for installed CCURE Security Systems.				
	Term of Contract:	07/01/2010 - 06/30/2012	Consultant: NO	Contract # 11057		
MSA 12.	MSA	VARIOUS STATE AGENCIES	SCIENCE APPLICATIONS INTL CORP.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10994		
MSA 13.	MSA	VARIOUS STATE AGENCIES	SEGULA TECHNOLOGIES, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10980		
MSA 14.	MSA	VARIOUS STATE AGENCIES	TEKSYSTEMS, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10993		
MSA 15.	MSA	VARIOUS STATE AGENCIES	VISIONARY INTEGRATION PROFESSIONALS, LLC (VIP)	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 10981		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 16.	MSA	VARIOUS STATE AGENCIES	KW ENGINEERING, INC.	OTHER: VARIOUS	\$250,000	
	Contract Description:	This is a new contract to provide third-party consulting services for energy services performance contracts. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.				
		Term of Contract:	Upon Approval - 05/31/2014	Consultant: NO	Contract # 11124	

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*13. ADJOURNMENT

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV

Capitol Building, 101 N. Carson St., Carson City, NV

Legislative Building, 401 N. Carson St., Carson City, NV

Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

Notice of this meeting was emailed for posting to the following location:

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV

Hadi Sadjadi: hsadjadi@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://budget.state.nv.us/>

We are pleased to make reasonable accommodations for members of the public who are disabled and would like to attend the meeting. If special arrangements for the meeting are required, please notify the Department of Administration at least one working day before the meeting at (775) 684-0222 or you can fax your request to (775) 684-0260.

DETAILED AGENDA

June 8, 2010

***1. APPROVAL OF THE MAY 11, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***2. REQUEST TO WRITE OFF BAD DEBT**

NRS 353C.220 allows agencies, with approval of the Board of Examiners, to write off bad debts deemed uncollectible.

A. State Controller's Office - \$5,609.05

The State Controller's Office is requesting authority to write off debt that totals \$5,609.05. The reported debt is specifically related to payroll accounts. Two accounts are uncollectible, three accounts represent debt incurred prior to November 2003, past the statute of limitations for collections pursuant to NRS 353C.140, four accounts represent debtors who have claimed hardships, and two accounts represent deceased participants.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***3. STATE VEHICLE PURCHASE**

Pursuant to NRS 334.010, no automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

A. Department of Administration – Buildings and Grounds Division – Not to exceed \$7,620.00

The Division is requesting authority to purchase two replacement vehicles not to exceed \$7,620.00. These vehicles are needed to replace current vehicles deemed unsafe or are not operational, exceeding the anticipated failure rate of current vehicles used in building the FY 10-11 budget.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

B. Department of Public Safety – Investigation Division – Not to exceed \$130,000.00

The Investigations Division is requesting authority to purchase five new vehicles not to exceed \$130,000.00. The requested vehicles are needed to transport detectives throughout the state to investigate child sexual predator crimes, locate unregistered sex offenders, track and apprehend fugitives wanted for sex offenses and verify the address of registered sex offenders. The vehicles will also be used by polygraph examiners throughout the state to address the sex offender maintenance program.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Public Utilities Commission – Not to exceed \$34,756.00

The Public Utilities Commission of Nevada is requesting authority to purchase two new replacement vehicles not to exceed \$34,756.00. These vehicles were requested in the 2009-11 Governor's recommended budget and approved by the 2009 Legislature.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

D. Department of Wildlife – Administration – Not to exceed \$75,489.50

The Department of Wildlife is requesting authority to purchase two vehicles not to exceed \$75,489.50. The vehicles requested will be used for the Hunter Education Program in the eastern region, and for big game trapping, transplant and monitoring, biological surveys and mule deer studies.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***4. SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 6, 7, 8 of the 2009 Legislative Session.

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2010 and 2011 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4151	Conservation Districts	\$3,546	
4150	DCNR – Administration	\$13,629	
3143	HHS – Child and Family Services – UNITY/SACWIS	\$31,988	
	Total	\$49,163	

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***5. STATE LAND LEASE**

A. Department of Conservation and Natural Resources – Division of State Lands

Pursuant to NRS 321.001(2), the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Department of Employment, Training and Rehabilitation, to enter into a lease for parking space with HMK II, LLC. The purpose of the lease is to allow the state to lease needed available parking space adjacent to the DETR facility located in Las Vegas. Currently, the lessor has unused parking capacity (20 parking spaces) at one of its facilities located at 3355 Maryland Parkway, which is directly adjacent to the DETR facility.

Clerk's Recommendation: I recommend approval.

Motion By: _____ **Seconded By:** _____ **Vote:** _____

Comments:

***6. REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Office of the Military – National Guard Benefits – \$7,500.00

The Agency is requesting an allocation of \$7,500 from the Interim Finance Committee Contingency Fund to provide projected tuition reimbursements to qualified guardsmen for the remainder of FY 2010.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Department of Corrections – \$3,401,708.00

The Department of Corrections requests an allocation of \$3,401,708 from the IFC Contingency Fund to support operating expenditures in FY 2010.

\$2,321,074	B/A 3706 Prison Medical Care – Personnel Services and Medical
\$371,551	B/A 3717 Northern Nevada Correctional Center – Personnel Services
\$314,518	B/A 3738 Southern Desert Correctional Center – Personnel Services
\$394,565	B/A 3760 Casa Grande Transitional Housing – Revenue shortfall

The department has experienced an increase in inmate driven medical costs; room, board and transportation charges have been lower than the legislatively approved amount; and salary costs have exceeded legislatively approved amounts in the Prison Medical Care, Southern Desert Correctional Center and Northern Nevada Correctional Center.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Cultural Affairs – State Library and Archives Division – \$58,332.00

The Department of Cultural Affairs, State Library & Archives Division (NSLA), Nevada State Library is requesting an allocation of General Funds from the Interim Finance Committee Contingency Fund in the amount of \$58,332 for FY 2011 to fund an Administrative Assistant II position currently being funded by the Nevada State Library – Literacy Program. General Fund appropriations supporting this position were eliminated pursuant to AB6 of the 26th Special Session.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

D. Department of Cultural Affairs – Division of Museums and History – \$25,790.00

The Department of Cultural Affairs, Museums & History Division, Nevada State Museum is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$25,790 in FY 2010 due to a projected increase in utility costs associated with opening the new Dena Guinn concourse.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

E. Nevada System of Higher Education – Trust Fund for the Education of Dependent Children — \$25,000.00

The Board of Regents of the Nevada System of Higher Education (NSHE) request an allocation of \$25,000 in FY 2011 from the IFC Contingency Fund to cover the payment of educational expenses for eligible dependents of a police officer, firefighter, Nevada highway patrol officer, volunteer ambulance driver or attendant killed in the line of duty.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

F. Controller's Office - \$125,980.00

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$125,980 for FY 2011 to fund one position and associated costs to comply with ARRA of 2009 reporting requirements.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

G. Controller's Office - \$86,268.00

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$86,268 for FY 2011 to fund the Chief Accountant for Debt Collection. General Fund appropriations supporting this position were eliminated pursuant to AB 6 of the 26th Legislative Special Session.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

H. Secretary of State's Office – \$4,552,339.00

Pursuant to Assembly Bill 146, Section 45.5.1 of the 2009 Legislative Session, the Secretary of State's Office is requesting \$4,552,339 appropriation to develop and implement a State Business Portal to facilitate transactions between businesses and state agencies.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***7. REQUEST FOR AN EXTENSION OF THE ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

A. Department of Health and Human Services – Director’s Office – Administration

The DHHS Director’s Office is requesting an extension to the reversion date of the \$234,754 Contingency Fund Allocation for the Health Information Technology (HIT) Blue Ribbon Panel approved at the August 3, 2009 Interim Finance Committee meeting. This extends the allocation to June 30, 2011.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***8. STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of revisions in the following Chapter: **Records – Chapter 0400.**

The Department of Cultural Affairs is requesting approval of revisions proposed for obsolete sections of Chapter 0400 of the State Administrative Manual. Specifically, revisions have been made to 0402.0, Agency Responsibility for Records; 0406.0, Electronic Records; 0408.0, Electronic Imaging; 0409.0, Electronic Records Committee; 0410.0, CD ROM Records; 0412.0, Archives & Records, State Library and Archives.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***9. LEASES**

Six statewide leases were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***10. CONTRACTS**

One hundred and sixty independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***11. MASTER SERVICE AGREEMENTS**

Sixteen master service agreements were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

***13. ADJOURNMENT**

Motion By:	Seconded By:	Vote:
Comments:		

MINUTES

MEETING OF THE BOARD OF EXAMINERS

May 11, 2010

The Board of Examiners met on May 11, 2010, in the Annex on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 9:00 a.m. Present were:

Members:

Governor Jim Gibbons
Attorney General Catherine Cortez Masto in Las Vegas
Secretary of State Ross Miller
Clerk Andrew K. Clinger

Others Present:

Bill Kirby, Department of Health and Human Services, Mental Health and Developmental Services
Susan Hohn, Department of Business and Industry
Joe Palmer, Office of Veterans Services
Charla Riley, Office of the Military
BG Bill Burks, TAG, Office of the Military
First Lieutenant Robert Kolvet, Office of the Military
Lori Chatwood, Office of the Treasurer
Mark Mathers, Office of the Treasurer
Sandra Kelley, Department of Employment Training and Rehabilitation, Disability Adjudication
Deborah Braun, Department of Employment Training and Rehabilitation
Ardell Galbreth, Department of Employment Training and Rehabilitation
Cindy Jones, Department of Employment Training and Rehabilitation
Carolyn Misumi, Department of Taxation
Karen Daly, Department of Public Safety
Jim Spencer, Office of the Attorney General
Katie Armstrong, Office of the Attorney General
Vicky Oldenburg, Office of the Attorney General
Megan Sloan, Public Employees Benefits Program
Donna Lopez, Public Employees Benefits Program
Stacey Woodbury, Office of the Governor in Las Vegas
Kimberlee Tarter, Department of Administration, Purchasing
Rebecca Salazar, Department of Administration, Victims of Crime Program in Las Vegas
Jim Wells, Department of Education
Greg Weyland, Department of Personnel

Press:

Sean Whaley, Nevada News Bureau
Sandra Chereb, Associated Press
Geoff Dorman, Nevada Appeal
Ed Vogel, Las Vegas Review Journal
Cy Ryan, Las Vegas Sun

***1. APPROVAL OF THE APRIL 13, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Good Morning everyone. The Board of Examiners meeting scheduled for May 11, 2010 at 9:00 am will come to order. Mr. Clerk note for the record the presence of the Secretary of State, the Governor and we will note the arrival of the Attorney General when she makes her presence known in Las Vegas. We have do have a majority of the members here and we will begin with the agenda which is traditionally a long agenda for the Board of Examiners, so we will begin with the approval of the April 13, 2010 Board of Examiners' meeting minutes.

Secretary of State: I'll move for approval.

Governor: The Secretary of State has moved for approval and seconded by the Governor, are there any comments or questions with regards to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect the minutes for April 13, 2010 have been approved.

***2. APPROVAL OF THE APRIL 26, 2010 SPECIAL BOARD OF EXAMINERS' MEETING MINUTES**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Agenda item number 2 is the approval of the April 26, 2010 Special Board of Examiners' meeting minutes. They are in your packet. Any comments or questions with regard to the meeting minutes?

Secretary of State: I will move for approval.

Governor: It has been moved by the Secretary of State for approval and seconded by the Governor. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect that the Board has approved the minutes of the April 26 Special Board of Examiners' meeting.

***3. REQUEST TO WRITE OFF BAD DEBT**

NRS 353C.220 allows agencies, with approval of the Board of Examiners, to write off bad debts deemed uncollectible.

A. Department of Business and Industry – Real Estate Division - \$369,192.99

The Real Estate Division is requesting authority to write off bad debt that totals \$369,192.99. The debts are a result of disciplinary sanctions assessed by the division. The agency has exhausted their collection efforts and turned the accounts over to the Controller's collection staff for further collection efforts. The Controller's Office has also been unable to collect this bad debt.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We move to agenda item number 3 which is a request to write off bad debt, Mr. Clerk.

Clerk: Thank you Governor. Item 3 is a request under NRS 353C.220 which allows agencies, with approval of the Board of Examiners', to write off bad debts deemed uncollectible. The request before the Board today is from the Department of Business and Industry, Real Estate Division, in the amount of \$369,192.99. The debts are a result of disciplinary sanctions assessed by the division. The agency has exhausted their collection efforts and turned the accounts over to the Controller's collection staff for further collection efforts.

Governor: Any comments or questions with regard to agenda item 3A.

Secretary of State: I move for approval.

Governor: It has been moved for approval, seconded by the Governor. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect that the Board has approved the request to write off the bad debt for the Department of Business and Industry.

***4. REQUEST FOR ISSUANCE OF GENERAL OBLIGATION BONDS**

A. Department of Cultural Affairs – Division of Historic Preservation Cultural Resource Program – \$3,000,000

Pursuant to NRS Chapter 233C.225, Cultural Affairs is requesting approval by the Board of Examiners for the sale of general obligation bonds in an amount of \$3,000,000 in support of the rehabilitation of historic buildings and cultural center projects.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: We move now to agenda item number 4 which is a request for the issuance of general obligation bonds, Department of Cultural Affairs, Division of Historic Preservation Cultural Resource Program in the amount of \$3,000,000, Mr. Clerk.

Clerk: Thank you Governor. This request is pursuant to NRS Chapter 233C.255. The Commission for Cultural Affairs has finished its calendar 2010 grant selection for the rehabilitation of historic buildings as cultural centers in Nevada. On page 3 under item 4a, you will see a list of those organizations and the grant awards totaling \$3,000,000.

Governor: Any comments or questions with regard to the request for issuance of general obligation bonds?

Secretary of State: I move for approval.

Governor: It has been moved by the Secretary of State for approval, seconded by the Governor. Any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect that the Board has approved the issuance of general obligation bonds.

***5. FURLOUGH EXCEPTIONS**

Pursuant to Senate Bill 433, Section 5.2 (a) of the 2009 Legislative Session, the State Board of Examiners has previously determined positions within the Executive Branch of State Government that cannot be subject to furlough leave. Request approval effective July 1, 2010 all prior Board of Examiners approved furlough exceptions be terminated.

A. Office of the Military Department of Conservation and Natural Resources – Division of Forestry Department of Employment, Training and Rehabilitation

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Governor

Vote: 2-0

Comments:

Governor: Move on now to agenda item number 5 which is furlough exceptions. Mr. Clerk this is for the Office of Military; Department of Conservation and Natural Resources, Division of Forestry; and the Department of Employment Training and Rehabilitation. I have a copy of the e-mail from Miles Celio to you, with regard to the Office of the Military positions on furlough exceptions; we will make that part of the record Mr. Clerk. Any comments?

Clerk: Governor, item 5A is a request that we have had on the last two agendas. The request before the Board today, is a request to terminate the previously approved furlough exceptions by the Board. This would affect the three agencies Governor that you spoke of. I do have the e-mail from the Office of the Military on their item. Within the packet under tab 5A there is also a letter from the Division of Forestry, as well as a letter from the Department of Employment, Training and Rehabilitation describing how they would implement the furloughs within these different divisions. We do have representatives from DETR here who can talk about their item. I believe we have representatives from the Military as well to talk about their item. Governor, I turn it back to you, if the Board has questions I can attempt to answer them or we could bring up the agencies.

Governor: Does any member have a question? Does anyone from the Military wish to make a comment for the record? General Burks.

General Burks: Sir, for the record General Burks from the Nevada Military Department. The e-mail from Miles Celio to Mr. Clinger spells out our position pretty much. The thing I would like to highlight is that these are for the life, health and safety functions that are currently being requested. With respect to the security forces that brings it up to 75% of the validated requirement. That still does mean that we are accepting risk, personally I think that it is an unacceptable amount of risk, but we can still do the job. With respect to the firefighter positions, these are all civilian positions, unlike the previous firefighters which are all military positions so they could actually be deployed; so when you combine the two, but you are still excepting some risk especially when you look at the mutual support rings that we have at the airport here in Reno. So with the new 9 positions there could be a chance where those other firefighters support the military.

Governor: General Burks, understanding that everything we do has some element of risk to it, are you able to complete your goals, obligations, and your duty with the Military with the removal of the furlough exceptions?

General Burks: Basically yes. One thing I would also like to say is that these positions which are 100% federally funded it makes no sense, because what we can't do is take that money because of the cooperative agreements they have fixed the number of positions that we can actually have. So if we force the people to take the furlough days we can't hire additional people with the monies that are saved federally. There are fixed by the cooperative agreements with the National Guard Bureau, so that money just reverts back to the national commerce, not saving Nevada's general fund; actually it takes money out of the general fund at about \$20,000 a year for all of the federally funded positions that we have.

Governor: Any other questions? Any other comments? Anybody from DETR wishing to add something to the record on their behalf?

Cindy Jones: Good morning Governor, members of the Board, my name is Cindy Jones and I serve as the Administrator of the Employment Security Division, and the Deputy Director for the Department of Employment, Training and Rehabilitation (DETR). Excuse my scratchy voice this morning. First, I want to thank the Board for granting the exemptions that they have for the past year, DETR was faced with a historic rise in its work load as a result of the high unemployment rate that Nevada has endured over the last year. At this point our claims loads aren't rising the same way that they had during the previous year so at this point we do believe that we can adequately serve our citizens with removing the furlough exceptions. There may be some minor service impacts however we will still serve our constituents to the best of our ability and do the best that we can to maximize all of our federal funding. We do have flexibility in our federal funding where if we do not spend those funds on payroll dollars we can invest those funds in areas that are best for our infrastructure or add to the positions in order to support our citizens in the work field.

Governor: Thank you. Any comments or questions? Hearing none, note for the record the presence of the Attorney General in Las Vegas. Any questions in Las Vegas? Hearing none, what is the pleasure of the Board?

Secretary of State: Move for approval.

Governor: Moved for approval by the Secretary of State, is there a second?

Attorney General: Governor, this is Catherine Masto, I am going to abstain from voting on this one - I wasn't here for the exchange in the background information.

Governor: Alright, the Governor will second. Are there any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect two yeas, one abstention, the motion passes.

***6. VICTIMS OF CRIME 2010 3RD QUARTER REPORT AND 2010 4TH QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 50% of the approved amount for the remainder of fiscal year 2010.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State	Seconded By: Attorney General	Vote: 3-0

Comments:

Governor: We will move on to agenda item number 6 which is Victims of Crime 2010 3rd quarter report and 2010 4th quarter recommendation, Mr. Clerk.

Clerk: Thank you Governor. Under NRS 217.260 the Board is to estimate available revenue and anticipated claims costs each quarter in revenues that are insufficient. The anticipated claims statute directs that claim payments be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 50% of the approved amounts for the remainder of fiscal year 2010 based on those estimates. Under tab 6 in your packet you will see the third quarter report along with the Coordinator's recommendation.

Governor: Any comments or questions?

Attorney General: Governor, I have a question. I don't know if Mr. Nix is there or if Andrew is able to answer this question, on page three of the report when there is the discussion regarding the potential decrease in being able to pay the 3rd quarter pay down there is a statement that says the budget department believes that the funds are being paid into the wrong general ledger account, have we made that determination as to our revenue stream decreasing definitely or was there just some budgeting error that needs to be corrected?

Clerk: Madam Attorney General, I do know that the revenue projections have decreased and it is not a budget error. We are seeing decreased revenue coming into the program. I am not sure

what the error is I don't know if somebody down in Las Vegas from the Victims of Crime Program would like to comment?

Rebecca Salazar: Yes, Rebecca Salazar from Victims of Crime. As you stated Mr. Clinger I don't believe, as far as I know, that it is a budgeting error it is just a shortage of revenue primarily coming in from the court, from the filing fees.

Attorney General: So what we are seeing then is a decrease in filing fees from the courts on the court assessments is that correct?

Rebecca Salazar: That is correct.

Clerk: And, Madam Attorney General, court assessments are down not only for the Victims of Crime Program but also for the other programs and that's just as important as well. - along with Supreme Court...

Attorney General: Okay, thank you.

Governor: Are there any other questions or comments? Hearing none, what is the desire of the Board?

Secretary of State: Move for approval.

Governor: It has been moved by the Secretary of State for approval is there a second?

Attorney General: I will second the motion.

Governor: Seconded by the Attorney General. Any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect that agenda item number 6 has passed the Board.

***7. VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

Pursuant to NRS 217.117 Section 3, the Board may review the case and either render a decision within 15 days of the Board meeting; or, if they would like to hear the case with the appellant present, they can schedule the case to be heard at their next meeting.

A. Sergio Rangel

Mr. Rangel is appealing the denial of his application for VOCP assistance due to a late filed application.

Recommendation: The report recommended denial of the appeal.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: Move on to agenda item number 7 Victims of Crime Program Appeal. 7A is Sergio Rangel and 7B is Deirdre Masten, Mr. Clerk.

Clerk: Thank you Governor. Item 7A, Mr. Rangel is appealing the denial of his application for Victims of Crime Program assistance due to a late filed application. Under tab 7A in your packet you will see the details of this information. Mr. Rangel submitted his application to the Victims of Crime Program on October 29, 2009 for injuries he received in August 2007. His application was denied because it was extended for two years after the date of the crime. NRS 217.210, provides that: "Except as otherwise provided in subsection 2, an order for the payment of compensation must not be made unless the application is made within 1 year after the date of the personal injury or death in which the claim is based, unless waived by the Board of Examiners or a person designated by the Board for good cause shown..." Additionally, according to Mr. Rangel's testimony at the February 4, 2010 hearing before the Appeals Officers, he had no knowledge of the VOCP until October of 2008. However, he did not apply for assistance until October of 2009. The Victims of Crime Program Coordinator recommends that Mr. Rangel's appeal be denied on this date.

Governor: Mr. Clerk I assume that there was a lack of good cause for waiving by the Board the statute of limitations, is that what you were saying in terms of...other than not knowing that there was an existing VOCP?

Clerk: That is correct. According to the victims testimony at the hearing he had no knowledge of the Victims of Crime Program until October of 2008, however he didn't file his application for another year after that day, October 2009.

Governor: Are there any other questions from any member of the Board?

Secretary of State: I do, I had a concern. Mr. Rangel was in a night club he was approached by the bathroom attendant to go and get security. The security officers arrived and escorted them out of the restroom and never asked why. Later he was jumped outside by the four men while hospitalized he immediately reported the offence. He is a veteran and so believed that his hospital bills would be paid by the Veterans Affairs. The hospital then contacted him and indicated that the bills were not being paid it was at that point that he learned about the VOCP. In his statement he disputes of when he actually learned of the VOCP he says he actually learned of the program late 2009. Even at the hearing the VOCP representative on page 32 of the packet indicates that if Mr. Rangel would have provided the paperwork from the VA that they essentially would have waived it. The Appeals Hearing Officer had indicated based upon those statements would continue the hearing in two weeks for him to submit the paperwork. After that the fact that there is no record of what took place just simply a letter of denial sent out to Mr. Rangel on November 3, 2009. I called Bryan Nix the program coordinator to try to establish a more complete record. He was unable to provide that to me yesterday and suggested that perhaps the Board would prefer to remand it for additional investigation as to whether or not Mr. Rangel could substantiate the paperwork from the VA and take a closer look. So it would be my motion that the packet be deferred and we remand this back to the Hearings Administrator to establish a more complete record as to whether or not Mr. Rangel did in fact receive compensation.

Governor: Any other questions or comments? Is there a second to the motion?

Attorney General: I will second the motion.

Governor: Motion is that the recommendation be returned to the program for reconsideration based on any additional information. Any other comments or questions? Hearing none, those in favor signify by saying aye.

B. Deirdre Masten

Ms. Masten is appealing the closure of her claims due the maximum benefit amount paid out and to non-cooperation and harassment under VOCP policies.

Recommendation: The report recommended denial of the appeal.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Move on to agenda item 7B which is Deirdre Masten, Mr. Clerk.

Clerk: Thank you Governor. In this case Ms. Masten is appealing closure of her claims. Her claims were closed due to the maximum benefit amount paid out and to non-cooperation and harassment under the Victim of Crime Program policies. To date, Ms. Masten has been paid \$59,594.16 for her claim.

Governor: Any questions? Hearing none, what is the desire of the Board?

Secretary of State: Deny the request of appeal.

Governor: Motion to deny made by the Secretary of State, is there a second?

Attorney General: I will second the motion.

Governor: Seconded by the Attorney General. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect that the request for appeal has been denied.

***8. SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 6, 7, 8 of the 2009 Legislative Session.

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2010 and 2011 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT

2361	Taxation	\$204,300	
	Total	\$204,300	

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: We move now to agenda item number 8 which are salary adjustments. Mr. Clerk, 8A is the distribution of salary adjustments to Departments, Commissions, and Agencies, pursuant to Chapter 391.

Clerk: Thank you Governor. Item 8A is a request to allocate salary adjustments to the Department of Taxation in the amount of \$204,300 of the amount that was allocated to the Board of Examiners to be distributed to agencies is the difference between the executive budget recommendation of 6% salary reductions and what the Legislature approved which was, 8 hours per month of furloughs which comes out to a 4.6% salary reduction. The Legislature placed a 1.4% difference in the salary adjustment account to be distributed by the Board of Examiners; this is the first of those allocations. The Board of Examiners will see future allocations on the next three agendas to distribute those funds for fiscal year 2010.

Governor: Any questions? Comments?

Secretary of State: Move for approval.

Governor: It has been moved by the Secretary of State for approval is there a second?

Attorney General: I will second the motion.

Governor: Seconded by the Attorney General. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect that agenda item 8, salary adjustments, has been approved by the Board.

***9. LEASES**

Two statewide leases were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: Move on to agenda item number 9 which are leases, Mr. Clerk.

Clerk: Thank you Governor. There are two leases on the agenda this morning for the Board's review and consideration.

Governor: Any questions from any members?

Secretary of State: Move for approval.

Governor: Secretary of State has moved for approval of the leases, is there a second?

Attorney General: Second the motion.

Governor: Seconded by the Attorney General. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect the leases have been approved by the Board of Examiners.

***10. CONTRACTS**

Sixty nine independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: Move on now to agenda item number 10 which are contracts, Mr. Clerk.

Clerk: Thank you Governor. There are sixty nine independent contracts submitted to the Board for review and approval.

Governor: Okay and we have made sure that each of these contractors are licensed within the State of Nevada?

Clerk: That is correct Governor and if they are in the process of receiving their license it is so noted on the agenda.

Governor: Any comments or questions?

Secretary of State: I move to approve the contracts.

Governor: There is a motion by the Secretary of State for approval of the sixty nine contracts before the Board. Is there a second?

Attorney General: Second the motion.

Governor: Seconded by the Attorney General. Are there any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect the contracts presented to the Board have been approved.

***11. MASTER SERVICE AGREEMENTS**

Three master service agreements were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: Move now to agenda item number 11. Mr. Clerk there is three master service agreements.

Clerk: That is correct Governor; there are three master service agreements before the Board to review and for consideration.

Governor: Any comments or questions with regard to the master service agreements?

Secretary of State: Move for approval.

Governor: It has been moved by the Secretary of State for approval of the master service agreements is there a second?

Attorney General: Second.

Governor: Seconded by the Attorney General. Any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect agenda item number 11 master service agreements have been approved by the Board.

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

Governor: We move now to the public comment section. Before we get to the public, any member of the Board wishing to make a comment for the record? Hearing none, we will move now to public. Any member of the public wishing to make a comment at this time before the Board?

***13. ADJOURNMENT**

Motion By: Secretary of State **Seconded By:** Attorney General **Vote:** 3-0

Comments:

Governor: Hearing none, we move now to agenda item 13 which is adjournment. Is there a motion?

Secretary of State: I move.

Governor: Move for adjournment is there a second?

Attorney General: I second the motion.

Governor: Seconded by the Attorney General. All those in favor signify by saying aye. Let the record reflect we are adjourned.

Respectfully submitted,

ANDREW K. CLINGER, CLERK

APPROVED:

GOVERNOR JIM GIBBONS, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

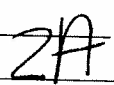
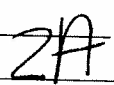
Date: May 14, 2010
To: Stephanie Day, Deputy Director
Department of Administration
From: Janet Murphy, Budget Analyst 
Budget and Planning Division
Subject: Board of Examiners **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

STATE CONTROLLER'S OFFICE

Nature of the Request: Write off bad debt in the amount of \$5,609.05

Recommendation: The State Controller's Office is requesting authority to write off debt that totals \$5,609.05. The reported debt is specifically related to payroll accounts. Two accounts are uncollectible, three accounts represent debt incurred prior to November 2003, past the statute of limitations for collections pursuant to NRS 353C.140, four accounts represent debtors who have claimed hardships, and two accounts represent deceased participants.

REVIEWED: 
ACTION ITEM: 

KIM R. WALLIN
CMA, CFM, CPA
State Controller

MARK TAYLOR
Assistant Controller

STATE OF NEVADA



KAREN HOPPE
Chief Deputy Controller

ALEX ECHO
Data Processing Manager

Office of the
STATE CONTROLLER

Carson City, Nevada 89701-4786

(775) 684-5750
Fax (775) 684-5604

RECEIVED

APR 30 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Memorandum

TO: Janet Murphy, Budget Analyst 4
Budget and Planning Division

FROM: Kim R. Wallin, State Controller

DATE: April 29, 2010

REGARDING: Bad Debts

Pursuant to the provision of NRS 353C 220, I respectfully request that the Board of Examiners designate the attached lists of 15 payroll accounts totaling \$5,726.26 as "bad debts". Collection efforts of these accounts have been exhausted.

Accounts Referred to the Board of Examiners for Write-Off Pursuant to NRS 353C.220

[illegible]

Please submit this form to your budget analyst in the Budget Division along with a cover memo from an authorized agency representative not directly responsible for the collection of the debt. An electronic copy of this form should be e-mailed to the Controller's Office at dcform@controller.state.nv.us at the same time it is sent to the Budget Division.

****If applicable, the State Agency File Number is determined by the agency.**

3XTLDBT-10

6/8/05

3



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 14, 2010

To: Stephanie Day, Deputy Director
Department of Administration

Through: Julia Teska, Budget Analyst V
Budget and Planning Division

From: John Borrowman, Budget Analyst IV
Budget and Planning Division

Subject: Board of Examiners **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF ADMINISTRATION, BUILDINGS AND GROUNDS DIVISION

Nature of the Request: Pursuant to NRS 334.010, submitting request to purchase two new replacement vehicles.

Recommendation: The Buildings and Grounds Division is requesting authority to purchase two replacement vehicles not to exceed \$7,620. These vehicles are needed to replace current vehicles deemed unsafe or are not operational, exceeding the anticipated failure rate of current vehicles used in building the SFY10-11 budget.

REVIEWED: 3A
ACTION ITEM: 3A



Jim Gibbons
GOVERNOR

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
DIVISION OF BUILDING AND GROUNDS**

406 East Second Street, Suite 1
Carson City, NV 89701-4758
Telephone (775) 684-1800 • Fax (775) 684-1817

Andrew K. Clinger
DIRECTOR

Cindy Edwards
ADMINISTRATOR

May 13, 2010

MEMORANDUM

To: Andrew Clinger, Clerk of the Board
Board of Examiners

From: Cindy Edwards, Administrator
Department of Administration
Division of Buildings and Grounds

Subject: Board of Examiners Action Item – Vehicle Purchase

In accordance with NRS 334.010, the Division of Buildings and Grounds respectfully request to purchase two replacement vehicles. The total cost for these two used vehicles is \$7,620.00 and is within the agencies current budget authority.

NRS 334.010 State automobiles: Purchase; use; identification; penalty.

1. No automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

2. All such automobiles must be used for official purposes only.

3. All such automobiles, except:

(a) Automobiles maintained for and used by the Governor;

(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

(f) Four automobiles used by the Youth Parole Bureau of the Division of Child and Family Services of the Department of Health and Human Services,

➤ must be labeled by painting the words "State of Nevada" and "For Official Use Only" on the automobiles in plain lettering. The Director of the Department of Administration or a representative of the Director shall prescribe the size and location of the label for all such automobiles.

4. Any officer or employee of the State of Nevada who violates any provision of this section is guilty of a misdemeanor.

[Part 1:7:1933; A 1947, 422; 1949, 360; 1953, 45; 1955, 543] + [2:7:1933; 1931 NCL § 6941.02]—(NRS A 1957, 62, 743; 1959, 782; 1961, 383, 627; 1963, 693; 1965, 314; 1967, 165; 1969, 129; 1971, 167; 1973, 84, 289; 1975, 61, 566; 1977, 289; 1979, 74, 881; 1981, 1189, 2013; 1985, 1984; 1989, 1959; 1991, 2127; 1993, 31, 1566; 1995, 579; 2001, 2598; 2001 Special Session, 236; 2003, 289)

#3



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 6, 2010
To: Stephanie Day, Deputy Director
Department of Administration
From: Julie Strandberg, Budget Analyst
Budget and Planning Division *JS*
Subject: BOARD OF EXAMINERS **ACTION** ITEM

DEPARTMENT OF PUBLIC SAFETY– INVESTIGATIONS DIVISION

Statutory Authority

Pursuant to NRS 334.010, the Investigations Division is requesting to purchase five new vehicles in the amount of \$130,000.00.

Nature of the Request

The requested vehicles are needed to transport detectives throughout the state to investigate child sexual predator crimes, locate unregistered sex offenders, track and apprehend fugitives wanted for sex offenses and verify the address of registered sex offenders. The vehicles will also be used by polygraph examiners throughout the state to address the sex offender maintenance program.

Recommendation

The Department recommends approving the request.

REVIEWED: *JS*
ACTION ITEM: *JB*

Jim Gibbons
Governor



555 Wright Way
Carson City, Nevada 89711-0100
Telephone (775) 684-7400 • Fax (775) 684-7450
www.dps.nv.gov

Jearld L. Hafen
Director

Scott D. Jackson
Chief

RECEIVED
MAY 06 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Agency Name: Department of Public Safety, Investigation Division
Budget Account: 3743
Contact Name: Tina Sanchez
Phone Number: (775) 684-7407

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles.

Amount of Request: \$130,000

Number of vehicles requested: 5

Requested Vehicle(s) new or used: New

Indicate whether the requested vehicle(s) is/are an addition to an existing fleet or replacement vehicle(s):

Addition ☒ Replacement

Were funds legislatively approved for the request? Yes ☒ No

If no, how will the vehicles be funded?

Justification for request:

Vehicles are needed to transport detectives throughout the state to investigate child sexual predator crimes, locate unregistered sex offenders, track and apprehend fugitives wanted for sex offenses and verify address of registered sex offenders required to register their residence address with law enforcement. Vehicles will also be used by polygraph examiners who travel statewide to provide services required to address the sex offender maintenance program and enhance the investigative services already provided by the Department.

Agency Approval

Scott D. Jackson, Chief

Date

5-5-10

Board of Examiners Approval

Date

2

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(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

(f) Four automobiles used by the Youth Parole Bureau of the Division of Child and Family Services of the Department of Health and Human Services,

must be labeled by painting the words "State of Nevada" and "For Official Use Only" on the automobiles in plain lettering. The Director of the Department of Administration or a representative of the Director shall prescribe the size and location of the label for all such automobiles.

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[Part 1:7:1933; A 1947, 422; 1949, 360; 1953, 45; 1955, 543] + [2:7:1933; 1931 NCL § 6941.02]—(NRS A 1957, 62, 743; 1959, 782; 1961, 383, 627; 1963, 693; 1965, 314; 1967, 165; 1969, 129; 1971, 167; 1973, 84, 289; 1975, 61, 566; 1977, 289; 1979, 74, 881; 1981, 1189, 2013; 1985, 1984; 1989, 1959; 1991, 2127; 1993, 31, 1566; 1995, 579; 2001, 2598; 2001 Special Session, 236; 2003, 289)

#3



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 6, 2010

To: Stephanie Day, Deputy Director
Department of Administration

Through: Julia Teska, Budget Analyst V
Budget and Planning Division

From: Robin Hager, Budget Analyst IV *RH*
Budget and Planning Division

Subject: Board of Examiners **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. An analysis of the action item and recommendation is also provided.

PUBLIC UTILITIES COMMISSION OF NEVADA

Nature of the Request: Purchase two new replacement vehicles.

Recommendation: The Public Utilities Commission of Nevada is requesting authority to purchase two new replacement vehicles in the amount of \$34,756. These vehicles were requested in the 2009-11 Governor's recommended budget and approved by the 2009 Legislature in decision unit E-710.

REVIEWED: *JHC*
ACTION ITEM: *JHC*



DM GIBBONS
Clerk

STATE OF NEVADA
PUBLIC UTILITIES COMMISSION

SAM THOMPSON
Chairman

REBECCA WAGNER
Commissioner

ALAINA BURTENSHAW
Commissioner

CRYSTAL JACKSON
Executive Director

TO: Andrew Clinger, Director
Department of Administration

FROM: Crystal Jackson 
Executive Director

RE: Board of Examiner's Approval to Purchase Vehicles

DATE: May 4, 2010

Pursuant to NRS 334.010, the Public Utilities Commission is requesting Board of Examiner's approval to purchase two new vehicles in FY10. Information regarding the purchase is as follows:

Amount of request - \$34,756
Number of vehicles - 2
Used or New - new
Additional or Replacement - replacement
Legislatively Approved? - Yes
Decision Unit - E710

These new vehicles will replace vehicles that currently meet the State's replacement criteria of mileage in excess of 100,000 miles.

Please place our request on the agenda for the June 8th Board of Examiners meeting.

Thank you for your consideration in this matter. Please contact me at 687-6177 if you have any questions regarding this matter.

Thank you.

NORTHERN NEVADA OFFICE
1150 East William Street
Carson City, Nevada 89701-3109
(775) 684-6001 • Fax (775) 684-6110

<http://puc.nv.gov>

SOUTHERN NEVADA OFFICE
101 Convention Center Drive, Suite 250
Las Vegas, Nevada 89109
(702) 486-7210 • Fax (702) 486-7206

Robin Hager

From: Keith Wells
Sent: Thursday, May 06, 2010 12:00 PM
To: Robin Hager
Subject: RE: BOE Item

The request looks fine.

From: Robin Hager
Sent: Thursday, May 06, 2010 11:40 AM
To: Keith Wells
Cc: Janet E. Murphy
Subject: FW: BOE Item

Keith –

Please review the following vehicle request for the Public Utilities Commission for the June BOE. Thanks.

Robin Hager
Budget Analyst
Department of Administration
Budget Office
775-684-0205
rhager@budget.state.nv.us

From: Lauri Dunn
Sent: Thursday, May 06, 2010 11:35 AM
To: Robin Hager
Cc: Crystal Jackson; Donna Skau
Subject: BOE Item

Hi Robin –

Attached is a request for BOE approval for the PUC to purchase 2 vehicles. Please place this item on the agenda for the June meeting.

Please let me know if you need any additional information.

Thanks!



5/6/2010

3

NRS 334.010 State automobiles: Purchase; use; identification; penalty.

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(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

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[Part 1:7:1933; A 1947, 422; 1949, 360; 1953, 45; 1955, 543] + [2:7:1933; 1931 NCL § 6941.02]—(NRS A 1957, 62, 743; 1959, 782; 1961, 383, 627; 1963, 693; 1965, 314; 1967, 165; 1969, 129; 1971, 167; 1973, 84, 289; 1975, 61, 566; 1977, 289; 1979, 74, 881; 1981, 1189, 2013; 1985, 1984; 1989, 1959; 1991, 2127; 1993, 31, 1566; 1995, 579; 2001, 2598; 2001 Special Session, 236; 2003, 289)

#4



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 21, 2010

To: Janet Murphy, Budget Analyst V
Department of Administration

From: Kristen Kolbe, Budget Analyst IV
Budget and Planning Division 

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting.

DEPARTMENT OF WILDLIFE – ADMINISTRATION

Pursuant to NRS 334.010, the Department of Wildlife is requesting to purchase two vehicles for a total amount of \$75,489.50.

Nature of the Request

The vehicles requested will be used for the Hunter Education Program in the eastern region, and for big game trapping, transplant and monitoring, biological surveys and mule deer studies.

Recommendation

The Department recommends approving the request.

REVIEWED: 
ACTION ITEM: 



Jim Gibbons

Governor

STATE OF NEVADA

DEPARTMENT OF WILDLIFE

1100 Valley Road, Reno, Nevada 89512

(775) 688-1500 • Fax (775) 688-1207

May 21, 2010



Kenneth E. Mayer
Director

Ms. Kristen Kolbe, Budget Analyst IV
Nevada Dept. of Administration

Dear Ms. Kolbe:

In support of NDOW's request that RXQ 702-19284 for the purchase of a 2010 GMC Yukon be added to the June 8 Board of Examiners agenda, I submit the following information:

Amount of Request: \$35,947.25

Number of vehicles requested: 1

Requested Vehicle(s) new or used: New

Indicate whether the requested vehicle(s) is/are an addition to an existing fleet or replacement vehicle(s):

Addition

Were funds legislatively approved for the request? No

If no, how will the vehicles be funded? WP 16770

Justification for request: The Nevada Dept. of Wildlife will be able to utilize U.S. Fish and Wildlife game management grant funds for the purchase price of this item of equipment. The vehicle will be used for big game trapping, transplant and monitoring, biological surveys and mule deer studies.

The appropriation code is 4452-52

If you need any other information, please call me (775-688-1581). Thank you.

Sincerely,

Michael Krumenaker
Budget Analyst



Jim Gibbons

Governor

STATE OF NEVADA

DEPARTMENT OF WILDLIFE

1100 Valley Road, Reno, Nevada 89512

(775) 688-1500

• Fax (775) 688-1207

May 21, 2010



Kenneth E. Mayer
Director

Ms. Kristen Kolbe, Budget Analyst IV
Nevada Dept. of Administration

Dear Ms. Kolbe:

In support of NDOW's request that RXQ 702-19282 for the purchase of a 2010 Ford F-250 Diesel truck be added to the June 8 Board of Examiners agenda, I submit the following information:

Amount of Request: \$39,542.25

Number of vehicles requested: 1

Requested Vehicle(s) new or used: New

Indicate whether the requested vehicle(s) is/are an addition to an existing fleet or replacement vehicle(s):

It is a replacement vehicle.

Were funds legislatively approved for the request? Yes

If no, how will the vehicles be funded?

Justification for request: The Nevada Dept. of Wildlife will be able to utilize U.S. Fish and Wildlife hunter education grant funds for the purchase price of this item of equipment. The vehicle will be used for the Hunter Education program in the eastern region.

The appropriation code is 4452-19.

If you need any other information, please call me (775-688-1581). Thank you.

Sincerely,

Michael Krumenaker
Budget Analyst

3

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3. All such automobiles, except:

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(b) Automobiles used by or under the authority and direction of the Chief Parole and Probation Officer, the State Contractors' Board and auditors, the State Fire Marshal, the Investigation Division of the Department of Public Safety, the investigators of the State Gaming Control Board, the investigators of the Securities Division of the Office of the Secretary of State and the investigators of the Attorney General;

(c) One automobile used by the Department of Corrections;

(d) Two automobiles used by the Caliente Youth Center;

(e) Three automobiles used by the Nevada Youth Training Center; and

(f) Four automobiles used by the Youth Parole Bureau of the Division of Child and Family Services of the Department of Health and Human Services,

➤ must be labeled by painting the words "State of Nevada" and "For Official Use Only" on the automobiles in plain lettering. The Director of the Department of Administration or a representative of the Director shall prescribe the size and location of the label for all such automobiles.

4. Any officer or employee of the State of Nevada who violates any provision of this section is guilty of a misdemeanor.

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#4

*, **SALARY ADJUSTMENTS**

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 6, 7, 8 of the 2009 Legislative Session.

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2010 and 2011 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
4151	Conservation Districts	\$3,546	
4150	DCNR Administration	\$13,629	
	Total	\$17,175	

41A

*. SALARY ADJUSTMENTS

A. Distribution of Salary Adjustments to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 6, 7, 8, of the 2009 Legislative Session.

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year 2010 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3143	HHS - UNITY/SACWIS	\$31,988	
	Total	\$31,988	

4B

1



**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES**

**4126 Technology Way - 3rd Floor
Carson City, Nevada 89706
(775) 684-4400**

TO: Nikki Hovden, Budget Analyst
FROM: Priscilla Colegrove, Management Analyst
THROUGH: Danette Kluever, Deputy Administrator
DATE: May 11, 2010
RE: Salary Adjustment Need

Per the attached projections, Budget Account 3143 - UNITY/SACWIS is in need of the Salary Adjustment funds that were placed in the BOE Contingency Fund per Senate Bill 433 of the 2009 Legislative Session and All Agency Memorandum #2009-37 - Recommendations for 6%, 8%, and 10% General Fund Budget Reserve Proposals for FY 2010 and 2011.

The salary projections on Attachment A are through Pay Period 23 actual amounts paid with Pay Periods 24 - 02 projected amounts to be paid for a shortfall of \$149,406.79.

The allocation in the Salary Adjustment Need account on Attachment B has been adjusted to account for the pro-rated amount this budget account is eligible to receive in the amount of ~~\$32,121.33~~ which is ~~96%~~ of the \$33,403 authorized.

05.26

\$31,988 (advised DCFS)
5/14/10

The remaining authority and general fund shortfall will be transferred from another budget account by work program to ensure enough authority and cash are available for the salaries through the end of the fiscal year.

FISCAL YEAR 2010 SALARY PROJECTIONS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1																		
2																		
3																		
4																		
5																		
6	101	3143		409 HHS - UNITY/SAOWIS	PROJECTED SALARY FROM	YTD SAL THRU PP PF24	OTHER PAYROLL	TOTAL FY 10	FY 10 WP CURRENT CAT 01	LESS WPS	FY 10 WP ACTUAL CAT 01	(OVER) UNDER	FY 10 LEG APPROVED SALARY	PRORATION FACTOR FOR BUDGET	MAX SALARY ADJ	%	GEN / HWY FUND ADJ	Amount of BOE
7					750,366	2,418,750	-	3,169,116.00	3,055,945		3,055,945	(113,171)	33,403	95.76%	31,988	45.00%	(50,927)	31,988
8	101	3145		409 HHS - CHILDREN, YOUTH & FAMILY ADMINISTRATION	1,070,331	4,375,277	-	5,445,608.24	5,732,710		5,732,710	287,102	82,587					
9																		
10	101	3179		409 HHS - CALIENTE YOUTH CENTER	255,636	611,641	-	867,277.00	954,550		954,550	87,273	116,110					
11																		
12		3229		409 HHS - RURAL CHILD WELFARE	1,897,340	5,997,446	-	7,894,786.00	8,362,486		8,362,486	467,700	129,576					
13																		
14		3259		409 HHS - NEVADA YOUTH TRAINING CENTER	1,564,608	6,490,304	-	8,054,912.00	8,808,720		8,808,720	753,808	160,701					
15																		
16		3263		409 HHS - YOUTH PAROLE SERVICES	655,744	2,463,372	-	3,119,116.00	3,420,641		3,420,641	301,525	58,493					
17																		
18		3278		409 HHS - WRAPAROUND IN NEVADA	673,113	2,828,380	-	3,501,493.00	3,716,874		3,716,874	215,381	43,778					
19																		
20		3281		HHS - NORTHERN NEVADA CHILD & ADOLESCENT SERVICES	1,075,035	4,176,425	-	5,251,460.00	5,876,237		5,876,237	624,777	71,202					
21																		
22		3646		HHS - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	3,594,636	14,834,934	-	18,429,570.00	18,539,450		18,539,450	109,880	189,269					
23																		
24		3158		403 HCF&P - ADMINISTRATION	3,522,819	13,301,883	-	16,824,702.20	17,011,532		17,011,532	186,930	61,646					
25																		
26		3178		403 HCF&P - NEVADA CHECK-UP PROGRAM	312,896	1,103,919	-	1,416,814.50	1,498,462		1,498,462	81,648	10,067					
27																		
28		3243		403 HCF&P - NEVADA MEDICAID, TITLE XIX	no payroll - transferred to BA 3158								94,041					
29																		
30								0.00										
31																		
32								0.00										
33																		
34																		
35																		
36																		
37																		
38																		

2010	Friday Holidays	Days 3143 in FY	Paydays	SALARIES 5100 Expended	SICK LEAVES 5610 Expended	ANNUAL LEAVES 5620 Expended	5630 #N/A Expended	COMP TIME LV 5640 Expended	OTHER LEAVES 5650 Expended	Total Salaries and Leaves		Forecast	Adjustments	Forecast	Expended	2,730%
-	-	7/1/2009	8	60,926.47	1,707.08	5,675.45	-	-	-	68,309.00	-	68,309.00	-	68,309.00	676.78	2,730%
-	-	7/24/2009	10	75,194.99	2,155.34	8,836.54	-	493.49	-	86,680.36	-	86,680.36	-	86,680.36	675.33	2,730%
-	-	8/21/2009	10	74,379.99	3,685.37	5,869.63	-	337.06	196.47	84,468.52	-	84,468.52	-	84,468.52	519.39	2,730%
-	-	9/4/2009	10	78,039.14	3,582.13	6,705.53	-	226.44	-	88,553.24	-	88,553.24	-	88,553.24	398.68	2,730%
-	-	9/18/2009	10	78,051.33	4,963.69	6,748.62	-	672.52	-	90,436.16	-	90,436.16	-	90,436.16	359.12	2,730%
-	-	10/2/2009	10	79,101.77	6,457.80	3,750.99	-	1,254.84	-	90,565.40	-	90,565.40	-	90,565.40	312.41	2,730%
-	-	10/16/2009	10	81,579.37	4,186.78	5,853.57	-	-	-	91,619.72	-	91,619.72	-	91,619.72	257.44	2,730%
(1.00)	-	10/29/2009	10	84,373.38	9,266.50	1,247.98	-	-	93.78	94,981.64	-	94,981.64	-	94,981.64	181.37	2,730%
-	-	11/13/2009	10	82,558.28	4,014.17	4,045.58	-	-	92.97	90,711.00	-	90,711.00	-	90,711.00	165.43	2,730%
(2.00)	-	11/25/2009	10	80,333.44	7,545.62	6,319.06	-	-	-	94,198.12	-	94,198.12	-	94,198.12	179.96	2,730%
-	-	12/1/2009	10	82,435.39	2,491.01	6,574.87	-	35.09	-	91,536.36	-	91,536.36	-	91,536.36	164.98	2,730%
(1.00)	-	12/24/2009	10	75,417.37	4,145.60	8,769.66	-	53.22	4,789.39	93,175.24	-	93,175.24	-	93,175.24	176.95	2,730%
-	-	1/8/2010	10	78,426.51	3,552.87	9,325.88	-	-	-	91,644.36	-	91,644.36	-	91,644.36	2,382.78	2,730%
-	-	1/22/2010	10	80,723.48	2,999.87	9,490.85	-	283.84	-	93,498.04	-	93,498.04	-	93,498.04	2,430.98	2,730%
-	-	2/5/2010	10	82,377.89	2,134.87	2,811.98	-	289.02	-	87,613.76	-	87,613.76	-	87,613.76	2,391.88	2,730%
-	-	2/19/2010	10	82,629.82	6,525.78	1,856.24	-	-	-	91,011.84	-	91,011.84	-	91,011.84	2,484.63	2,730%
-	-	3/5/2010	10	77,087.58	5,310.10	5,676.05	-	1,143.55	-	89,217.28	-	89,217.28	-	89,217.28	2,435.66	2,730%
-	-	3/19/2010	10	82,233.30	3,060.82	4,483.32	-	16.96	-	89,794.40	-	89,794.40	-	89,794.40	2,451.40	2,730%
-	-	4/2/2010	10	78,347.98	5,077.58	4,728.97	-	255.51	-	88,410.04	-	88,410.04	-	88,410.04	2,413.63	2,730%
-	-	4/16/2010	10	80,958.67	4,450.04	4,031.41	-	358.56	-	89,798.68	-	89,798.68	-	89,798.68	2,451.53	2,730%
-	-	4/30/2010	10	76,789.40	2,865.78	8,036.96	-	210.54	-	87,902.68	-	87,902.68	-	87,902.68	2,399.75	2,730%
-	-	5/14/2010	10	-	-	-	-	-	-	88,976.45	-	88,976.45	-	88,976.45	-	2,730%
-	-	5/28/2010	10	-	-	-	-	-	-	88,771.96	-	88,771.96	-	88,771.96	-	2,730%
-	-	6/11/2010	10	-	-	-	-	-	-	88,862.44	-	88,862.44	-	88,862.44	-	2,730%
-	-	6/25/2010	10	-	-	-	-	-	-	88,628.38	-	88,628.38	-	88,628.38	-	2,730%
-	-	7/9/2010	10	-	-	-	-	-	-	88,809.81	-	88,809.81	-	88,809.81	-	2,730%
-	-	7/23/2010	3	-	-	-	-	-	-	26,630.44	-	26,630.44	-	26,630.44	-	2,730%
-	-	12/31/2010		1,651,965.55	90,178.80	120,839.14	-	5,630.64	5,511.71	1,874,125.84	-	470,679.49	-	25,910.08		

If cells A32 and
A33 are not equal,
possibly missing
GL code in row 1

2,526,386.95

Total Expended

638,565.64

Total Forecast

3,164,952.59

Total

Current Budget

3,055,945.00

Less Work Programs In Progress

Revised Budget

3,055,945.00

Under (Over) Budget

(109,007.59)

-3.57%

Percent Budget

-17.07%

Percent Remaining

3143 Paydays Comp	SIIS Workman's Comp	5300		RETIREMENT		5400		PRSNL ASSMT		5500		GROUP INSUR		5700		PYRL ASSMT		5750		RETRD INSUR		5800	
		Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast	Expended	Forecast
7/1/2009	676.78	9,681.32	14.173%	9,681.32	12,729.15	4,787.00	4,787.00	23,181.24	626.52	23,181.24	23,204.82	23,807.76	24,434.28	1,288.75	1,288.75	1,072.50	1,072.50	-	2.30%	-	1,072.50	-	321.00
7/24/2009	675.33	12,729.15	14.685%	12,729.15	12,729.15	-	-	23,204.82	37	23,204.82	-	-	-	1,288.75	1,288.75	1,990.15	1,990.15	-	2.30%	-	1,990.15	-	607.39
8/21/2009	519.39	12,729.15	15.070%	12,729.15	13,048.47	-	-	-	-	-	-	-	-	-	-	1,939.36	1,939.36	-	2.30%	-	1,939.36	-	591.28
9/4/2009	398.68	13,048.47	14.735%	13,048.47	13,580.62	-	-	23,807.76	38	23,807.76	-	-	-	-	-	2,033.14	2,033.14	-	2.30%	-	2,033.14	-	619.90
9/18/2009	359.12	13,580.62	15.017%	13,580.62	13,550.02	-	-	-	-	-	-	-	-	-	-	2,076.40	2,076.40	-	2.30%	-	2,076.40	-	634.01
10/2/2009	312.41	13,550.02	14.962%	13,550.02	13,565.32	4,787.00	4,787.00	24,434.28	39	24,434.28	-	-	-	1,288.75	1,288.75	2,079.34	2,079.34	-	2.30%	-	2,079.34	-	633.01
10/16/2009	257.44	13,565.32	14.806%	13,565.32	13,788.88	-	-	-	-	-	-	-	-	-	-	2,103.55	2,103.55	-	2.30%	-	2,103.55	-	641.35
10/29/2009	181.37	13,788.88	14.517%	13,788.88	13,788.88	-	-	-	-	-	-	-	-	-	-	2,180.75	2,180.75	-	2.30%	-	2,180.75	-	664.90
11/13/2009	165.43	13,788.88	15.201%	13,788.88	13,788.88	-	-	25,060.80	40	25,060.80	-	-	-	-	-	2,082.69	2,082.69	-	2.30%	-	2,082.69	-	634.97
11/25/2009	179.96	13,788.88	14.638%	13,788.88	13,788.88	-	-	-	-	-	-	-	-	-	-	2,162.76	2,162.76	-	2.30%	-	2,162.76	-	659.41
12/11/2009	164.98	13,788.87	15.064%	13,788.87	13,788.87	-	-	25,060.80	40	25,060.80	-	-	-	-	-	2,101.63	2,101.63	-	2.30%	-	2,101.63	-	640.74
12/24/2009	176.95	13,788.88	14.799%	13,788.88	13,788.88	4,787.00	4,787.00	-	-	-	-	-	-	1,288.75	1,288.75	2,139.29	2,139.29	-	2.30%	-	2,139.29	-	652.23
1/8/2010	2,382.78	13,788.88	15.046%	13,788.88	13,788.88	-	-	25,060.80	40	25,060.80	-	-	-	-	-	2,104.11	2,104.11	-	2.30%	-	2,104.11	-	641.50
1/22/2010	2,430.98	13,756.67	14.713%	13,756.67	13,442.86	-	-	-	-	-	-	-	-	-	-	2,146.67	2,146.67	-	2.30%	-	2,146.67	-	654.50
2/5/2010	2,391.88	13,442.86	15.343%	13,442.86	13,469.56	-	-	24,434.28	39	24,434.28	-	-	-	-	-	2,011.58	2,011.58	-	2.30%	-	2,011.58	-	613.30
2/19/2010	2,484.63	13,469.56	14.800%	13,469.56	13,393.25	-	-	-	-	-	-	-	-	-	-	2,089.59	2,089.59	-	2.30%	-	2,089.59	-	637.10
3/5/2010	2,435.66	13,393.25	15.012%	13,393.25	13,469.56	-	-	24,434.28	39	24,434.28	-	-	-	-	-	2,048.39	2,048.39	-	2.30%	-	2,048.39	-	624.53
3/19/2010	2,451.40	13,469.56	15.000%	13,469.56	13,359.94	-	-	-	-	-	-	-	-	-	-	2,061.64	2,061.64	-	2.30%	-	2,061.64	-	628.57
4/2/2010	2,413.63	13,359.94	15.111%	13,359.94	13,629.43	4,787.00	4,787.00	23,807.76	38	23,807.76	-	-	-	1,288.75	1,288.75	2,029.87	2,029.87	-	2.30%	-	2,029.87	-	618.86
4/16/2010	2,451.53	13,629.43	15.178%	13,629.43	13,537.09	-	-	-	-	-	-	-	-	-	-	2,061.75	2,061.75	-	2.30%	-	2,061.75	-	628.60
4/30/2010	2,399.75	13,537.09	15.400%	13,537.09	13,499.87	-	-	-	-	-	-	-	-	-	-	2,018.23	2,018.23	-	2.30%	-	2,018.23	-	615.33
5/14/2010	2,429.06	-	15.172%	-	13,507.01	-	-	-	-	-	-	-	-	-	-	-	2,046.46	-	2.30%	-	2,046.46	-	-
5/28/2010	2,423.47	-	15.215%	-	13,543.89	-	-	-	-	-	-	-	-	-	-	-	2,043.84	-	2.30%	-	2,043.84	-	-
6/11/2010	2,425.94	-	15.241%	-	13,522.32	-	-	-	-	-	-	-	-	-	-	-	2,038.45	-	2.30%	-	2,038.45	-	-
6/25/2010	2,419.55	-	15.257%	-	13,518.31	-	-	-	-	-	-	-	-	-	-	-	2,042.63	-	2.30%	-	2,042.63	-	-
7/9/2010	2,424.51	-	15.222%	-	4,056.87	-	-	-	-	-	-	-	-	-	-	-	612.50	-	2.30%	-	612.50	-	-
7/23/2010	727.01	-	15.234%	-	71,648.27	-	-	-	-	-	-	-	-	-	-	-	10,825.63	-	2.30%	-	10,825.63	-	-
12/31/2010	12,849.55	279,675.68				19,148.00		242,486.82				47,615.52		5,155.00		42,533.39						12,962.48	
																						10,447.17	

Total Expended
 Total Forecast
 Total
 Current Budget
 Less Work Programs Ir
 Revised Budget
 Under (Over) Budget
 Percent Budget
 Percent Remaining

Paydays

0.70000%

UNEMPL COMP	5810	#N/A	5820	#N/A	5830	COMP PAYOFF	5840	MEDICARE
Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
Expended	Expended	Expended	Expended	Expended	Expended	Expended	Expended	Expended
321.00	-	-	-	-	-	-	898.04	898.04
7/24/2009 0.70000%	-	-	-	-	-	-	1,102.40	1,102.40
8/7/2009 0.70000%	-	-	-	-	84.98	84.98	1,114.56	1,114.56
8/21/2009 0.70000%	-	-	-	-	-	-	1,123.69	1,123.69
9/4/2009 0.70000%	-	-	-	-	-	-	1,198.26	1,198.26
9/18/2009 0.70000%	-	-	-	-	-	-	1,154.47	1,154.47
10/2/2009 0.70000%	-	-	-	-	-	-	1,215.38	1,215.38
10/16/2009 0.70000%	-	-	-	-	-	-	1,263.20	1,263.20
10/29/2009 0.70000%	-	-	-	-	-	-	1,142.70	1,142.70
11/13/2009 0.70000%	-	-	-	-	-	-	1,248.74	1,248.74
11/25/2009 0.70000%	-	-	-	-	-	-	1,148.79	1,148.79
12/11/2009 0.70000%	-	-	-	-	-	-	1,237.38	1,237.38
12/24/2009 0.70000%	-	-	-	-	-	-	1,153.95	1,153.95
1/8/2010 0.70000%	-	-	-	-	-	-	1,238.50	1,238.50
1/22/2010 0.70000%	-	-	-	-	-	-	1,093.77	1,093.77
2/5/2010 0.70000%	-	-	-	-	-	-	1,206.56	1,206.56
2/19/2010 0.70000%	-	-	-	-	-	-	1,115.89	1,115.89
3/5/2010 0.70000%	-	-	-	-	-	-	1,188.94	1,188.94
3/19/2010 0.70000%	-	-	-	-	-	-	1,102.86	1,102.86
4/2/2010 0.70000%	-	-	-	-	-	-	1,192.55	1,192.55
4/16/2010 0.70000%	-	-	-	-	-	-	1,164.05	1,164.05
4/30/2010 0.70000%	-	-	-	-	-	-	-	1,120.70
5/14/2010 0.70000%	-	-	-	-	-	-	-	1,175.93
5/28/2010 0.70000%	-	-	-	-	-	-	-	1,119.27
6/11/2010 0.70000%	-	-	-	-	-	-	-	1,174.03
6/25/2010 0.70000%	-	-	-	-	-	-	-	1,118.60
7/9/2010 0.70000%	-	-	-	-	-	-	-	352.76
7/23/2010 0.70000%	-	-	-	-	-	-	-	6,061.30
12/31/2010	-	-	-	-	84.98	-	24,304.68	
3,294.76			15,591.12					

Total Expended

Total Forecast

Total

Current Budget

Less Work Programs Ir

Revised Budget

Under (Over) Budget

Percent Budget

Percent Remaining



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200

Carson City, Nevada 89701-4298

(775) 684-0222

Fax (775) 684-0260

<http://www.budget.state.nv.us/>

Date: March 04, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Jim Rodriguez, Budget Analyst
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An summary of the action item and recommendation is also provided.

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES –
DIVISION OF STATE LANDS**

Nature of the Request:

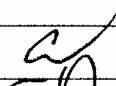
**STATE LANDS – APPROVAL OF LEASE BETWEEN THE DEPARTMENT OF
EMPLOYMENT TRAINING AND REHABILITATION (DETR) AND HMK II, LLC**

Pursuant to NRS 321.001(2), the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Department of Employment, Training and Rehabilitation, to enter into a lease for parking space with HMK II, LLC. The purpose of the lease is to allow the state to lease needed available parking space adjacent to the DETR facility located in Las Vegas. Currently, the lessor has unused parking capacity (20 parking spaces) at one of its facilities (a Burger King restaurant) located at 3355 Maryland Parkway, which is directly adjacent to the DETR facility.

The total cost of the lease will be \$900 per month (\$45 per space per month) for 20 parking spaces.

Recommendation:

Recommend approval

REVIEWED: 
ACTION ITEM: 

NRS 321.001 Division to acquire, hold and administer state lands; exceptions; procedure for obtaining land for use of state agency.

1. The Division shall acquire and hold in the name of the State of Nevada all lands and interests in land owned or required by the State except:

- (a) Lands or interests used or acquired for highway purposes;
- (b) Lands or interests the title to which is vested in the Board of Regents of the University of Nevada;
- (c) Offices outside state buildings leased by the Chief of the Buildings and Grounds Division of the Department of Administration for the use of state officers and employees; or
- (d) Lands or interests used or acquired for the Legislature or its staff,

↪ and shall administer all lands it holds which are not assigned for administration to another state agency.

2. If additional land or an interest in land is required for the use of any state agency except the Department of Transportation or the Nevada System of Higher Education, the agency and the Division shall select land for use by the agency. The Division shall obtain the approval of the State Public Works Board if the land will be used for a building pursuant to NRS 341.141. The Division shall determine the value of that land and obtain the land or interest by negotiation or, if necessary, by exercising the State's power of eminent domain. Title must be taken in the name of the State of Nevada.

3. The Division may acquire and hold land and interests in land required for any public purpose, including the production of public revenue. Title must be taken in the name of the State of Nevada.

(Added to NRS by 1977, 1123; A 1979, 650, 1320, 1792; 1983, 1260; 1989, 2006; 1993, 388, 1555; 1995, 579; 1997, 962)

LEO DROZDOFF
Acting Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

JIM GIBBONS
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

MEMORANDUM

RECEIVED

MAY 06 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DATE: May 6, 2010

TO: ANDREW CLINGER, BUDGET DIRECTOR
ATTN: JIM RODRIGUEZ, BUDGET ANALYST

FROM: JAMES R. LAWRENCE, ^{ADMINISTRATOR} ADMINISTRATOR Division of State Lands

SUBJECT: BOE APPROVAL REQUEST FOR DETR TO ENTER INTO A
PARKING SPACE LEASE

We are requesting that the attached lease be scheduled for review and approval at the June 8, 2010 BOE meeting. The DETR facility in Las Vegas has had an increase in the number of Nevada residents visiting and utilizing their services. Consequently, parking is at a premium on site. The adjacent Burger King has agreed to enter into a lease with the State for twenty (20) parking spaces, which will provide enough additional parking spaces for the Nevada residents visiting the DETR facility.

Five copies of the lease have been submitted with this memo. The originals will be routed for signature once the Lease has been approved by the board.

We appreciate your assistance in obtaining approval of the Board of Examiners in this matter. Please do not hesitate to contact me in the event you have any questions regarding this lease.

cc: Leo Drozdoff, Acting Director, DCNR
Larry J. Mosley, Director, Department of Employment, Training and Rehabilitation

Attachments: 5 copies of the lease
Map of the lease location

3

LEO DROZDOFF
Acting Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

JIM GIBBONS
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -Q1

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

MEMORANDUM

RECEIVED

MAY 06 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DATE May 6, 2010

TO: ANDREW CLINGER, BUDGET DIRECTOR
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FROM: JAMES R. LAWRENCE, ^{ADMINISTRATOR} ADMINISTRATOR Division of State Lands

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Larry J. Mosley, Director, Department of Employment, Training and Rehabilitation

Attachments: 5 copies of the lease
Map of the lease location

4



162-15-503-006
#3074, KJO

Return to:
DIVISION OF STATE LANDS
5003 So. Stewart Street, Suite 5003
CARSON CITY NV 89701

LEASE AGREEMENT
DETR Parking Spaces

THIS LEASE AGREEMENT (the "Lease"), dated this 6TH day of MAY, 2010, is made and entered into between the State of Nevada, acting by and through the DIVISION OF STATE LANDS (NDSL), for and on behalf of the Department of Employment, Training & Rehabilitation (DETR), 500 East Third Street, Carson City, Nevada 89713, (775) 684-3900, hereinafter referred to as "LESSEE," and HKM II, LLC, a California Limited Liability Company hereinafter referred to as "LESSOR."

WITNESSETH:

For and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does by these presents lease unto LESSEE the following described property:

LESSEE shall be allotted 20 parking spaces on the premises of Burger King, 3355 Maryland Parkway, Las Vegas, for parking vehicles belonging to the State of Nevada, Department of Employment, Training and Rehabilitation (DETR), its employees and visitors.

All spaces will be marked by LESSEE and LESSEE will comply with parking rules with respect to parking of vehicles. Exhibit "A" attached hereto and made a part of this Lease is provided as evidence confirming parking space locations.

1. **TERM OF LEASE:** LESSOR hereby leases unto LESSEE and LESSEE agrees to lease from LESSOR, the spaces heretofore described for a term of approximately THIRTY MONTHS commencing upon Board of Examiners approval and terminating JANUARY 31, 2013.

2. **RENT:** LESSEE agrees pay to LESSOR the sum of NINE HUNDRED DOLLARS AND NO/100 (\$900.00), commencing the first of the month following BOE approval. The \$900 per month is for the lease of 20 parking spaces for employees, at \$45.00 per space per month. Rent is to be paid monthly on the first day of each month during the term of the lease. Rent for a partial month shall be prorated.

3. **USE:** Premises are to be used for the purpose of conducting therein any lawful purposes related to LESSEE statutory duties and for no other business or purpose without written consent of LESSOR.

4. **UTILITIES AND SERVICES:** LESSOR shall furnish all utilities for premises and the striping of the lot for the term of this lease while LESSEE is in possession of the parking spaces.

5. **CARE OF PREMISES AND ALTERATIONS:** LESSEE agrees by taking possession of premises, that the premises are in a tenable and good condition or will be modified by LESSOR to that condition and agrees on the termination of this Lease to deliver up possession of premises in as good order, condition and repair, as they were in at the time LESSEE entered into possession thereof or may hereafter be put into, ordinary wear and tear and damage by fire or other casualty not caused by LESSEE excepted. LESSEE shall comply with all laws and regulations of any governmental authority having jurisdiction over premises and the use and occupancy thereof. All repairs reasonably necessary to keep premises in good and

tenable condition shall be done by or under the direction of the LESSOR and at LESSOR's expense. DETR shall reimburse LESSOR for the cost of repairing any damage to premises caused by DETR.

6. **ACCESS:** LESSOR and its agents shall have the right to enter into and upon premises at all reasonable times for the purpose of inspection, cleaning, repairing, altering or improving premises. LESSOR shall have the right to show premises to prospective tenants for thirty (30) days prior to the expiration of the lease.

7. **DAMAGE OR DESTRUCTION:** In the event premises are destroyed or damaged by fire, earthquake or other casualty to such extent as to render the same untenable in whole or in substantial part thereof, it shall be optional with LESSOR to repair or rebuild premises, and in the meantime, the rent shall be abated in the same proportion as the untenable portion of premises bears to the whole thereof.

8. **ACCIDENTS AND INDEMNITY:** LESSOR will defend, indemnify and hold harmless LESSEE, its officers, agents and employees from and against any and all liability, claims, demands, suits, causes of action, loss, damage, costs, and expenses, including attorney's fees and costs, arising out of or resulting from the willful or negligent acts, errors, or omissions of LESSOR, its officers, employees, or agents in the performance this lease. LESSOR agrees to be responsible for its own acts and those of subordinates, employees and subcontractors during the term of the lease. LESSOR is not responsible for liability arising out of the sole negligence of the LESSEE and its employees.

9. **DEFAULT AND RE-ENTRY:** If DETR fails to pay any installment of rent or to perform any other covenant under this Lease, then LESSOR may cancel this Lease upon giving the notice as required by law, and re-enter and take possession of premises. If, however, the curing of any such defaults shall reasonably take longer than the time prescribed by law, DETR shall not be considered in default hereunder if DETR shall within such period commence

to remedy such default and shall thereafter continue diligently to prosecute such action to completion within a reasonable time.

10. **COSTS AND ATTORNEY'S FEES:** In any action incurred to enforce or defend this lease, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. **NON-WAIVER:** The failure to insist upon strict performance of any of the covenants and agreements of this Lease or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements, or any other covenants or agreements, but the same shall be and remain in full force and effect.

12. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign this lease or sublet premises or any part thereof without first obtaining LESSOR's written consent which shall not, however, be unreasonably withheld. If consent is once given by LESSOR to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining LESSOR's consent to a subsequent assignment or subletting.

13. **SUCCESSORS:** All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon LESSOR and LESSEE, and their respective heirs, executors, administrators, successors and assignees.

14. **TAX ON RENTAL:** The rent as provided herein is exclusive of any sales, business or occupation or other taxes based on rents, and should any such taxes apply, or be enacted during the term of this lease, the rent shall be increased by such amount. LESSEE shall not, however, be liable to pay a federal income tax or other income tax of a general nature applicable to LESSOR'S various interests or sources of income.

15. **ESTOPPEL CERTIFICATES:** At any time and from time to time, LESSEE agrees, upon request in writing from LESSOR to execute, acknowledge, and deliver to LESSOR a statement in writing certifying that this lease is unmodified and in full force and effect (or if

there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the date to which the rent and other charges have been paid.

16. **SUBORDINATION:** LESSOR agrees that this lease shall be subordinate to any mortgages or deeds of trust, and to any renewals, extensions or modifications thereof, placed upon the real property, provided that in the event of foreclosure if LESSOR is not then in default and agrees to attorn to the mortgagee or the beneficiary under deed of trust, such mortgagee or beneficiary shall recognize LESSEE'S right of possession for the term of this lease.

17. **PROPERTY TAXES, ASSESSMENTS, AND INSURANCE:** LESSOR shall pay all real property taxes and insurance fees assessed for the building and the real property at the previously described premises during the term of this lease.

18. **SURRENDER OF POSSESSION:** Subject to the provisions hereof pertaining to damage and destruction, upon expiration of the term of this lease, whether by lapse of time or otherwise, LESSEE shall promptly and peacefully surrender premises to LESSOR in good condition and repair, except for ordinary wear and tear and such repairs as LESSEE is excused from making hereunder. On or before expiration of the term of this lease, DETR shall be entitled to remove their vehicles from premises. Any damage caused by such removal shall be repaired by DETR at its expense.

19. **WAIVER OF SUBROGATION:** LESSOR and LESSEE hereby waive any rights each may have against the other for loss or damage to its property or property in which it may have an interest where such loss is caused by a peril of the type generally covered by fire insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this lease, and each party waives any right of subrogation that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The parties agree to cause their respective insurance companies insuring the premises or insuring their property on or in the premises to execute a waiver of any such

rights of subrogation or, if so provided in the insurance contract, to give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this lease.

20. **NOTICES:** All notices under this lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to LESSOR or LESSEE at their respective addresses set forth below, effective as of the postmark time and date or to such other place as may hereafter be designated by either party in writing.

LESSEE

Division of State Lands
901 So. Stewart Street, Suite 5003
Carson City, Nevada 89701

On behalf of: DETR

Department of Employment, Training & Rehabilitation
500 E. Third Street
Carson City, NV 89713

LESSOR

HKM II, LLC
Attn: David Mitchell
730 Howe Ave. Suite 600
Sacramento, CA 95825

21. **QUIET POSSESSION:** LESSOR covenants that as of the date of commencement of the term of this Lease, LESSOR will have good right to lease premises for the purposes and uses stated in this Lease and LESSEE upon complying with and properly performing all the covenants and conditions of this Lease upon its part to be performed, shall have and quietly enjoy premises for the term of this Lease.

22. **OPTION TO RENEW:** LESSEE shall have the option to renew this Lease for one (1) identical lease term by giving written notice of intention to renew at least sixty (60) days prior to expiration of the lease term or any renewal period hereunder, except that the price per space shall be renegotiated.

23. **SURVIVAL OF AGREEMENT:** This Lease Agreement, and all of the terms hereof, shall insure to the benefit of, and be binding upon, the heirs, assigns and successors of the parties hereto, and the rights and obligations of the LESSEE are, and shall continue to be, joint and several.

24. **CANCELLATION OF LEASE:** Any other provision of this Lease Agreement, notwithstanding, either party to this Lease shall have the right to cancel the same upon giving ninety (90) days notice in writing to the other party of such intent to cancel or terminate prior to the expiration of the term hereof. If LESSEE so cancels, they shall have no other obligation pursuant to this Lease other than paying for actual occupancy under said Lease.

25. **FEDERAL FUNDING CLAUSE:** It is hereby specifically and expressly agreed by the parties hereto that this Lease or any renewal thereof shall be terminated immediately if for any reason action on the part of the Nevada State Legislature and/or the Federal Government limits, restricts or impairs DETR funding or ability to satisfy its rental payment obligation. DETR shall pay the rent for the month in which such occurrence and termination takes place and shall have no other rental payment obligation to LESSOR thereafter under this Lease or for the leased property. The LESSOR shall retain its other remedies for physical damage to the property and other such considerations, but LESSOR shall have no rights to collect any further rents from DETR. Proof by DETR of a diminution in Federal or State funding which was intended to be used as all or part of the funding for the payment of the rental under this Lease shall be sufficient if copies of supporting State or Federal documents are furnished to LESSOR or if the Administrator of DETR provides his Affidavit that such funding or other limiting eventuality has occurred.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in the month and year first above written.

LESSOR:

HKM II, LLC
A California Limited Liability Company

By David J. Mitchell
David J. Mitchell
General Manager

Date 4/6/10

STATE OF Nevada)
COUNTY OF Washoe)

SS:

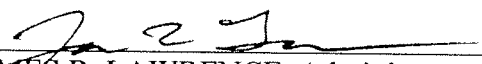
On 4/6/10, personally appeared before me, a Notary Public DAVID J. MITCHELL, in his capacity as General Manager for HKM II, LLC, and who acknowledged that he executed the above document on this date.

Diane Hanks
NOTARY PUBLIC



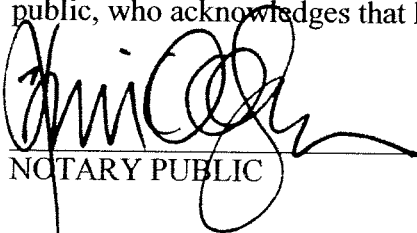
LESSEE:

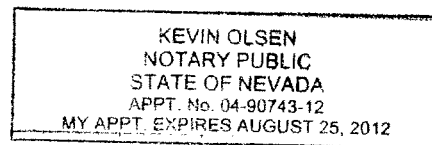
**STATE OF NEVADA
Division of State Lands**

By 
JAMES R. LAWRENCE, Administrator
and Ex-Officio State Lands Registrar

STATE OF NEVADA)
CARSON CITY) SS:

On MAY 6, 2010, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, personally appeared before me, a notary public, who acknowledges that he executed the above instrument.

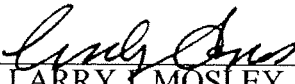

NOTARY PUBLIC



APPROVED as to Form:

STATE OF NEVADA

Department of Employment Training & Rehabilitation

By 
LARRY J. MOSLEY
Director

Date 3/30/10

APPROVED as to Form:

CATHRINE CORTEZ MASTO
Attorney General

By 
Kerry Benson
Deputy Attorney General

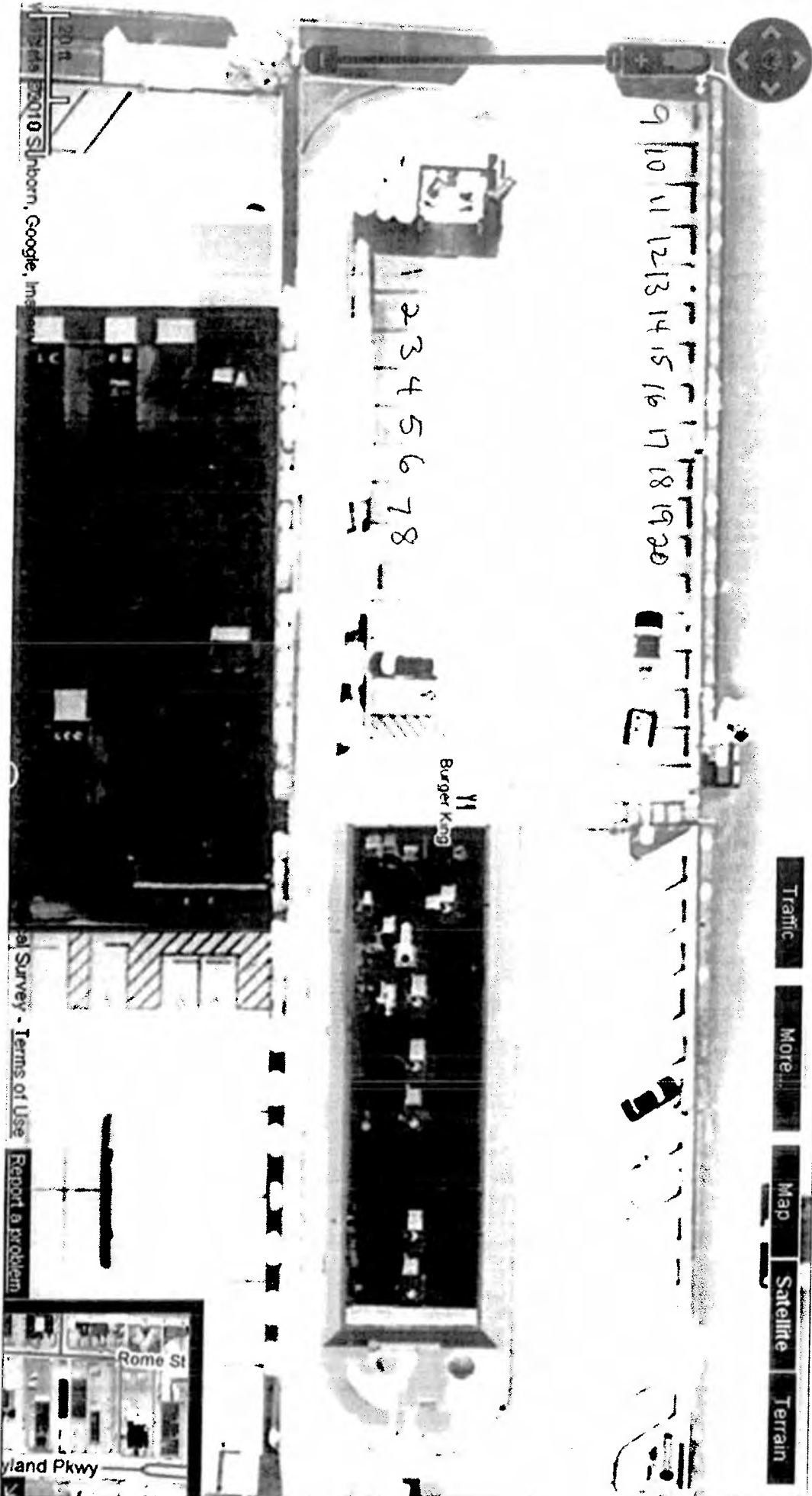
Date 3-12-10

APPROVED:

BOARD OF EXMAINERS

By _____

Date _____





DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>**

Date: May 13, 2010

To: Stephanie Day, Deputy Director
Department of Administration

Through: Julia Teska, Lead Budget Analyst
Department of Administration – Budget and Planning Division

From: John Borrowman, Budget Analyst *JB 5/13/10*
Department of Administration – Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Interim Finance Committee's meeting, if applicable.

OFFICE OF THE MILITARY – NATIONAL GUARD BENEFITS

The Agency is requesting an allocation of \$7,500 from the Interim Finance Committee Contingency Fund to provide projected tuition reimbursements to qualified guardsmen for the remainder of state fiscal year 2010.

Nature of Request

The Nevada System of Higher Education summer school classes are self-funded. As a result, the tuition waiver for qualified guardsmen approved by the Board of Regents does not apply to summer school classes. The agency receives a General Fund appropriation to provide tuition reimbursements to qualified guardsmen for summer school classes. Applications for reimbursements exceed budgeted levels. This request is to receive additional funds from the Interim Finance Committee Contingency Fund to provide full reimbursements for the additional applicants.

Without the additional funding, the agency will need to establish measures to reduce the reimbursements provided to guardsmen. Alternatives include providing full reimbursement to

)

each applicant until the funds are depleted and denying reimbursements for subsequent applicants or only providing partial reimbursements contingent upon the number of applicants or total requests. Measures such as these have been used in the past.

Recommendation

Based upon precedence established through a similar request in SFY08 and SFY09, the Department recommends approving the request. Relates to SFY10 work program C17596.

REVIEWED: _____ ACTION ITEM: <u>CA</u>

Office of the Military ~ B/A 3653 National Guard Benefits Summer School Tuition				
SFY 10 Budget	Expended	Difference	# of Students	Avg. per Student
\$ 51,000.00	\$ 51,000.00	\$ -	85	\$ 600.00
SFY10 Year-to-Date	Budget	Expended	# of Students	Avg. per Student
	\$ 55,094.00	\$ 53,061.50	86	\$ 616.99
Pending	-	\$ 3,790.50	3	\$ 1,263.50
Projected	-	\$ 5,700.00	12	\$ 475.00
Requested	\$ 7,500.00	-	-	-
Total	\$ 62,594.00	\$ 62,552.00	101	\$ 619.74

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

#4



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 21, 2010

To: Andrew Clinger, Director
Department of Administration

From: Susan Brown, Budget Analyst IV
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Interim Finance Committee, if applicable.

DEPARTMENT OF CORRECTIONS – MULTIPLE BUDGET ACCOUNTS

Nature of the Request

REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE (IFC) CONTINGENCY FUND

Pursuant to NRS 353.268, the Nevada Department of Corrections requests an allocation of \$3,401,708 from the IFC Contingency Fund to support operating expenditures for fiscal year 2010.

\$2,321,074	B/A 3706 Prison Medical Care – Personnel Services and Medical
\$371,551	B/A 3717 Northern Nevada Correctional Center – Personnel Services
\$314,518	B/A 3738 Southern Desert Correctional Center – Personnel Services
\$394,565	B/A 3760 Casa Grande Transitional Housing – Revenue shortfall

The department has experienced an increase in inmate driven medical costs; room, board and transportation charges have been lower than the legislatively approved amount; and salary costs have exceeded legislatively approved amounts in the Prison Medical Care, Southern Desert Correctional Center and Northern Nevada Correctional Center

Recommendation

Recommend approval.

REVIEWED: _____

ACTION ITEM: _____

W
OB

Board of Commissioner
Jim Gibbons
Governor
Catherine Cortez Masto
Attorney General
Ross Miller
Secretary of State



STATE OF NEVADA DEPARTMENT OF CORRECTIONS



Northern Administration
P.O. Box 7011, Carson City, NV 89702
Phone: (775) 887-3216 • Fax: (775) 887-3138

Southern Administration
3955 W. Russell Rd., Las Vegas, NV 89118
Phone: (702) 486-9991 • Fax: (702) 486-9908

Howard Skolnik
Director

Date: May 20, 2010

To: Susan Brown, Budget Analyst IV
Department of Administration, Budget Division

From: Deborah L. Reed, Chief of Fiscal Services
Nevada Department of Corrections

Subject: Request for Funds from the IFC Contingency Fund

Pursuant to NRS 353.266, NRS353.268, and NRS 353.269 the Nevada Department of Corrections is respectfully requesting an allocation of \$3,401,708 from the State Board of Examiners IFC Contingency Fund in the State Treasury to supplement the appropriation made in AB562, Section 23 of the 2009 Nevada Legislative Session.

Our request is summarized as follows:

3706 – Prison Medical Care: \$2,321,074

Personnel (\$556,496): The NDOC is experiencing a shortfall in Personnel Services of the Medical Division in the amount of \$556,496 due to an accumulation of circumstances. We were budgeted \$1,268,184 for Vacancy Savings, we have experienced \$118,597 in Terminal Leave Payoffs, and have paid \$215,551 in overtime.

Inmate Driven (\$1,764,578): The NDOC is experiencing a shortfall in the Inmate Driven category of the Medical Division in the amount of \$1,764,578 due to the HOPES contract pricing revision concerning the purchase of HIV drugs and increased over the counter supplies.

3717 – Northern Nevada Correctional Center: \$371,551

Personnel (\$371,551): The NDOC is experiencing a shortfall in the Personnel Services at Northern Nevada Correctional Center in the amount of \$371,551 due to various circumstances. We were budgeted \$437,332 for Vacancy Savings, we have experienced \$74,051 in Terminal Leave Payoffs, and \$629,309 in overtime. Overtime is partially the result of the Regional Medical Facility being located at this institution and the required presence of two officers during medical calls (ie. hospital visits, outside doctor appointments, etc.)

Susan Brown, Budget Analyst IV
Request for Funds from the IFC Contingency Fund
May 20, 2010
Page 2

3738 – Southern Desert Correctional Center: \$314,518

Personnel (\$315,518): The NDOC is experiencing a shortfall in the Personnel Services at Southern Desert Correctional Center in the amount of \$314,518 due to various circumstances. We were budgeted \$537,595 for Vacancy Savings, we have experienced \$35,343 in Terminal Leave Payoffs, and \$352,708 in overtime. Overtime is partially the result of unfunded coverage for five FTE during the CIP project 07-C07a which is the core buildup and the boiler loop projects.

3760 – Casa Grande Transitional Housing: \$394,565

Revenues (\$349,565): The NDOC is experiencing a revenue shortfall in Casa Grande specifically in the Room, Board, and Transportation receipts from working inmates. Due to the "sluggish" economy our inmates are not able to compete for the limited jobs or unable to obtain higher paying jobs in the construction field which is historically where these inmates have been employed.

If I can be of any further assistance, please do not hesitate to contact me.

cc: Jeff Mohlenkamp, Deputy Director of Support Services, NDOC
cc: Tracy Raxter, LCB
cc: Betty Farris, Assistant Chief of Fiscal Services, NDOC

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

#5



DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>**

Date: May 19, 2010

To: Andrew Clinger, Director
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the June 8, 2010 Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF CULTURAL AFFAIRS (DCA) – STATE LIBRARY & ARCHIVES DIVISION
REQUEST FOR ALLOCATION FROM THE GENERAL CONTINGENCY FUND**

Pursuant to NRS 353.268 agencies may request funding from the General Fund portion of the Interim Finance Committee Contingency Fund during the biennium to cover unanticipated expenditures. The Department of Cultural Affairs, State Library & Archives Division (NSLA), Nevada State Library is requesting an allocation of General Funds from the Interim Finance Committee Contingency Fund in the amount of \$58,332 to fund an Administrative Assistant II position currently being funded by the Nevada State Library – Literacy Program. General Fund appropriations supporting this position were eliminated pursuant to AB6 of the 26th Special Session.

Nature of the Request:

This Contingency Fund request is the result of Cultural Affairs' plan to utilize funding from Archives & Records through a vacant State Archives Manager and remaining funding from a partially eliminated Administrative Assistant II position to fill two Administrative Assistant II positions, one in Archives & Records and one in the Nevada State Library. With approval of this Contingency Fund request, DCA's proposal results in a net increase of \$1,034 in General Fund authority to the NSLA Division.

AB 6 of the 26th Special Session did not include the transfer of that the Literacy Administrative Assistant II position when the Nevada State Library – Literacy budget account was eliminated. There is currently an incumbent in that position but no funding is available in FY 2011 effective July 1, 2010. The Legislative Council Bureau, Fiscal Division, acknowledges elimination of this position was unintentional.

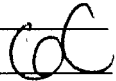
In Archives & Records, DCA had proposed the elimination of a vacant State Archives Manager position but this reduction was not included in AB 6 of the 26th Special Session. However, partial funding remains for an Administrative Assistant II position, which is considered critical to the Records Center. Without this Administrative Assistant II position, the Records Center can no longer accept new records as of July 1, 2010, which will likely result in significant records storage issues/costs for all state agencies going forward. An e-mail is attached from Alex Echo and Teri Mark identifying the Controller's Office estimated initial cost of \$80,472 and annual costs averaging \$15,175 for the subsequent three years to retain and store their own records.

Recommendation:

Archives & Records work program C18010 transfers \$57,298 in Personnel Services General Fund authority to Reserve for Reversion. Nevada State Library work program C18046 increases Personnel Services General Fund authority by \$58,332 through a Contingency Fund transfer. Recommend approval.

REVIEWED: _____

ACTION ITEM: _____





JIM GIBBONS
Governor

MICHAEL E. FISCHER
Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
716 N. Carson Street, Suite B
Carson City, Nevada 89701
(775) 687-8393 Fax (775) 684-5446
<http://www.nevadaculture.org/>

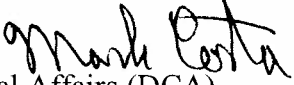
DIVISIONS
Historic Preservation
Library and Archives
Museums and History
Nevada Arts Council

May 6, 2010

Memorandum

To: Katrina Nielsen, Budget Analyst
Department of Administration, Budget Division

Heidi Sakelarios, Fiscal Analyst
Fiscal Division, Legislative Counsel Bureau (LCB)

From: Mark Costa, ASO IV 
Department of Cultural Affairs (DCA)

Cc: Michael E. Fischer, Director

Subject: Fiscal Year 2011 Contingency Funding Request for Administrative Assistant II (PCN 000002), Budget Account 2893 – Nevada Literacy

Contingency Funding in the amount of \$58,332 is hereby requested to fund the existing and filled Administrative Assistant II (PCN 000002) located in budget account 2893 – Nevada Literacy program for fiscal year 2011.

Funding for the AA II (PCN 000002) was erroneously deleted in Assembly Bill (AB) 6 of the February 2010 Special Legislative Session. The position itself was not deleted by AB 6. As part of the mandated budget reductions the Literacy Coordinator (PCN 000001) was proposed for elimination by DCA and this reduction was implemented by AB 6. The elimination of the Literacy Coordinator and subsequent transfer of the AA II would effectively terminate B/A 2893. The DCA budget reduction request stated that the AA II should be transferred to B/A 2891, Nevada State Library, in the event the Literacy Coordinator and B/A 2893 were eliminated in order to ensure supervision for the AA II and to continue literacy efforts to the greatest extent possible in spite of the elimination of the Literacy Office. AB 6 did not transfer the AA II position, only removed its funding, and it did not eliminate B/A 2893. Consequently, corrective action to fund the AA II position within the Nevada State Library, B/A 2891 needs to be taken so this position can continue to provide support for core-statewide literacy services.

The Governor's Office, Budget Division and LCB informed the DCA that it was responsible for developing the corrective action for the unfunded AA II position. Several options were considered to find the \$58,332 needed to fund the AA II (PCN 000002). The Budget Division stipulated that available funding from other budget accounts in the Nevada State Library & Archives (NSLA) division could not be transferred rendering these options not viable. There is now no other option except to make this request from the contingency fund.

The net cost in General Fund for this NSLA request is actually only \$1,034 due to savings to be reverted in a separate work program from B/A 1052 – Archives and Records. The DCA budget reduction proposal identified the Archives Manager (PCN 0005) as a position to be frozen for the rest of the biennium and an AA II (PCN 0011) to be eliminated. AB 6 did not eliminate the AA II position but removed partial funding and did not freeze the Archives Manager position. The DCA is using this newly available funding to retain the services of this AA II position to continue services at the state records center in FY 11 while reverting \$57,298 from the frozen Archives Manager position as shown in the attached spreadsheet. The funding of the records center AA II (PCN 0011) will allow state agencies to continue to use low-cost records storage for their inactive records past July 1, 2010, the date for eliminating the receipt of new records if this position is not retained. The Controller's Office submitted a fiscal note dated March 22, 2010 stating over \$80K was needed in the first year alone for record storage services in Reno due to the proposed reduction in state record center services. This fiscal note is an example of the value this AA II position provides to state agencies.

In conclusion, the contingency fund request of \$58,332 by the DCA should be granted as it corrects a funding shortfall unintentionally created by Special Session legislation.

Attachment

From: Alex Echo [mailto:AECHO@controller.state.nv.us]
Sent: Tuesday, March 23, 2010 1:03 PM
To: Teri J. Mark
Cc: Janet E. Murphy; Karen Hoppe; Kim Wallin; Daphne DeLeon; Jeffrey Kintop; Michael E. Fischer
Subject: State Records Center reduction in services - Controller's Office Fiscal Note

Hello Teri,

As per your request, here is the Controller's Office Fiscal Note for the cost to remove our critical financial system tapes from the Library and Archives secure storage area.

This fiscal note provides for off site storage in Reno at Iron Mountain.

We have addressed the need to encrypt both our IBM and non-IBM tapes and files since they are leaving our possession, and they contain Personally Identifiable Information (PII) and the State of Nevada's financial and banking information.

We have also addressed the need to decrypt these tapes and files in Carson City and in our Las Vegas disaster recovery site.

The encryption and decryption processes require new tape drive hardware, new tapes, new encryption/decryption software, and on going maintenance and storage charges.

The price for year 1 is: \$80,471.84.

The price for year 2 is: \$14,395.84

The price for year 3 is: \$14,395.84

The price for year 4 is: \$16,731.84

See spreadsheet attached.

Please let me know if you have any questions or need more clarification.

Thanks
Alex

Alex Echo
IT Manager
State of Nevada, Controller's Office
(775) 684 5608

>>> "Teri J. Mark" <TMark@nevadaculture.org> 3/8/2010 2:38 PM >>>

I would like to clear up some confusion in the memo that was attached to my March 2 email re "State Records Center reduction in service." You are receiving this notice because you are identified on the Authorization List as the primary contact for records center services. Please forward this email to other staff members in your agency who may be affected by these service reductions.

1. What is the difference between the State Records Center and the State Archives?

Some were confused by the statement "*The State Archives will continue to accept records transferred according to approved records retention schedules.*" The State Archives is a completely separate repository from the State Records Center. Your agency stores your records

at the State Records Center. Your retention schedule will identify how long the agency must retain agency records – at the end of this time period the records are either destroyed or transferred to the State Archives. See Agency Specific Records Retention Schedules.

The State Records Center: The State Records Center provides custodial-care services for state agencies' records - the agencies retain legal custody of the records. Records held temporarily at the State Records Center remain your property and your responsibility. Records are in storage for a fixed length of time. At the end of that time the records are destroyed or transferred to the State Archives. See State Records Center

The State Archives: Records with historical and research value are transferred to the State Archives – at which time the State Archives assumes the legal custody of the records. Once records are transferred they become the property and the responsibility of the Nevada State Library and Archives. They cannot be transferred back to the agency. The State Archives preserves the records that document the history of Nevada State government and has custody over the historical records of the territory and state. See State Archives

2. What services will be eliminated?

Box Transfers: In the recent round of budget cuts the State Records Center lost its AAll position – this position was responsible for processing box transfer requests. The loss of this position will limit the services provided to state agencies. As of July 1, we will not take in any new boxes for storage at the State Records Center.

We will continue to take boxes through to the end of June only; however I am expecting a crush of boxes so if you have boxes to send I would advise you get them processed and scheduled for delivery as soon as possible. If you delay too much we may not be able to get them processed and received before the June 30 deadline. Requests that are processed (data entry completed and box labels issued) but not actually received at the State Records Center by or before June 30 will not be accepted and will be deleted from the system.

Tape Exchanges: As of June 30 we will no longer provide storage space for IT incremental back-tapes. You must remove all tapes (and other back-up media) and the storage containers and racks in which they are stored by the June 30 deadline.

3. What services will be available?

Box retrievals and box check outs: The boxes and records currently in storage will be fully accessible. Records requests sent via the Records Center Web Module will be pulled and staged for you. You must either call or email the State Records Center to arrange a time to view your records. If you do not have a User Name and Password for the Web Access Module you may get one from Records Management, 775-684-3411.

Box destruction: When the retention period for the records in storage at the State Records Center has been met, those records with disposition instructions to recycle or shred will be destroyed accordingly by Records Center staff. You will continue to receive Disposition Notices from the State Records Center 30 days before this destruction is completed.

Transfer to the State Archives: When the retention period for the records in storage at the State Records Center has been met, those records with disposition instructions to "transfer to the State Archives" will be transferred to the State Archives by Records Center staff. You will continue to receive Disposition Notices from the State Records Center 30 days before this transfer is completed.

You will be responsible for those records stored in your office with disposition instructions to "transfer to the State Archives." You cannot destroy these records, you must transfer them to the State Archives. If you are not sure on the disposition of your records you can contact me or a records analyst (Robert van Straten or Jerry Lindsay) at Records Management, 775-684-3411. You can also contact the State Archives at 775-684-3310 for more information on how to transfer records to the custody of the State Archives.

Records Retention. Records Management staff will continue to provide records retention scheduling services for agencies - See Records Retention Schedules

Records Management Training. Records Management staff will continue to provide records management training. See Training Schedule

4. What about the fiscal impact to your agency.

We are fully aware that this service reduction will have an effect on your agency. We urge you to work with your fiscal officer on writing a fiscal note that you can send to me that details the expected cost of storing years of inactive records in your office or elsewhere in your agency.

This fiscal note should include agency costs by fiscal year for (if applicable):

- a. Extra filing cabinets or equipment needed to store more records.
- b. Additional square feet of office space needed to store more file cabinets. (One legal-sized 4-drawer cabinet needs 11.1 square feet of floor space for the cabinet footprint plus drawer-access space)
- c. Additional storage (non-office) locations (leased or state-owned) needed to store more file cabinets or boxes of records.
- d. Storing records with a commercial records center, such as Iron Mountain or Puliz Records Management.
- e. Storing back-up media with a commercial service.
- f. Additional staff to manage or secure more records.
- g. Shredding obsolete confidential record.
- h. Any other expected costs that could have been avoided if the agency's inactive records were stored at the State Records Center.

Thank you for your attention to this matter. If you have any questions, please call me at 775-684-3323 or send an email to: tmark@nevadaculture.org.

Regards,
Teri J. Mark

*Teri J. Mark, CRM, CPM
State Records Manager
775/684-3323
tmark@nevadaculture.org
Nevada State Library and Archives
Department of Cultural Affairs*

Controller's Office Fiscal Note:

To encrypt and store our backup tapes off-site in a way that is consistent with continued use of our Las Vegas Disaster Recovery operation.

item	quantity	unit price	Costs			
			Year 1	Year 2	Year 3	Year 4
IBM Ultrium Tape drive , hardware and software	2	21,532.00	\$43,064.00	0	0	0
EMC backup/restore software	1	2,324.00	\$2,324.00	0	0	0
HP LTO 4 tape drive & tape supply	2	8,176.00	\$16,352.00	0	0	0
Travel to configure Las Vegas DR site	1	2,000.00	\$2,000.00			
IBM ultrium maintenance for 1 year	2	840.00	\$1,680.00	\$1,680.00	\$1,680.00	\$1,680.00
EMC maintenance for 1 year	1	484.00	\$484.00	\$484.00	\$484.00	\$484.00
HP LTO 4 maintenance for 3 yrs	2	1,168.00	\$2,336.00	0	0	\$2,336.00
Iron Mountain Reno tape storage (monthly)	12	1,019.32	\$12,231.84	\$12,231.84	\$12,231.84	\$12,231.84
Costs for the first 4 years			\$80,471.84	\$14,395.84	\$14,395.84	\$16,731.84

Version L01R4 2009-11 BUDGET REDUCTIONS - GOVERNOR RECOMMENDS

-\$1,034 NET GENERAL FUND SAVINGS

Section A1: Line Item Detail by GL
Budget Account: 1052 DCA - ARCHIVES AND RECORDS

Item No	Description	Actual 2007-2008	Work Program 2008-2009	Year 1 2009-2010	Year 2 2010-2011
E601	EBO REC VAC POSITION ELIMINATIONS				
REVENUE					
2501	APPROPRIATION CONTROL	0	0	0	0
	TOTAL REVENUES FOR DECISION UNIT E601	0	0	0	0
EXPENDITURE					
01	PERSONNEL				
5100	SALARIES	0	0	0	32,636
5200	WORKERS COMPENSATION	0	0	0	891
5300	RETIREMENT	0	0	0	3,672
5400	PERSONNEL ASSESSMENT	0	0	0	255
5500	GROUP INSURANCE	0	0	0	8,170
5700	PAYROLL ASSESSMENT	0	0	0	69
5750	RETIRED EMPLOYEES GROUP INSURANCE	0	0	0	839
5800	UNEMPLOYMENT COMPENSATION	0	0	0	114
5840	MEDICARE	0	0	0	473
	TOTAL FOR CATEGORY 01	0	0	0	47,119
04	OPERATING EXPENSES				
7050	EMPLOYEE BOND INSURANCE	0	0	0	3
7054	AG TORT CLAIM ASSESSMENT	0	0	0	131
	TOTAL FOR CATEGORY 04	0	0	0	134
26	INFORMATION SERVICES				
7554	DOIT INFRASTRUCTURE ASSESSMENT	0	0	0	71
7556	DOIT SECURITY ASSESSMENT	0	0	0	49
	TOTAL FOR CATEGORY 26	0	0	0	120
	TOTAL EXPENDITURES FOR DECISION UNIT E601	0	0	0	47,373
	TOTAL REVENUES FOR BUDGET ACCOUNT 1052	0	0	0	0
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 1052	0	0	0	47,373

Section A1: Line Item Detail by GL
Budget Account: 2893 DCA - NEVADA STATE LIBRARY - LITERACY

Item No	Description	Actual 2007-2008	Work Program 2008-2009	L01R4 Year 1 2009-2010	L01R4 Year 2 2010-2011
E649	FY 2010-FY 2011 BUDGET REDUCTIONS				
REVENUE					
2501	APPROPRIATION CONTROL	0	0	0	-58,332
	TOTAL REVENUES FOR DECISION UNIT E649	0	0	0	-58,332
EXPENDITURE					
01	PERSONNEL				
5100	SALARIES	0	0	0	-41,820
5200	WORKERS COMPENSATION	0	0	0	-1,141
5300	RETIREMENT	0	0	0	-4,705
5400	PERSONNEL ASSESSMENT	0	0	0	-326
5500	GROUP INSURANCE	0	0	0	-8,170
5700	PAYROLL ASSESSMENT	0	0	0	-88
5750	RETIRED EMPLOYEES GROUP INSURANCE	0	0	0	-1,075
5800	UNEMPLOYMENT COMPENSATION	0	0	0	-146
5840	MEDICARE	0	0	0	-607
	TOTAL FOR CATEGORY 01	0	0	0	-58,078
04	OPERATING EXPENSES				
7050	EMPLOYEE BOND INSURANCE	0	0	0	-3
7054	AG TORT CLAIM ASSESSMENT	0	0	0	-131
	TOTAL FOR CATEGORY 04	0	0	0	-134
26	INFORMATION SERVICES				
7554	DOIT INFRASTRUCTURE ASSESSMENT	0	0	0	-71
7556	DOIT SECURITY ASSESSMENT	0	0	0	-49
	TOTAL FOR CATEGORY 26	0	0	0	-120
	TOTAL EXPENDITURES FOR DECISION UNIT E649	0	0	0	-58,332
	TOTAL REVENUES FOR BUDGET ACCOUNT 2893	0	0	0	-58,332
	TOTAL EXPENDITURES FOR BUDGET ACCOUNT 2893	0	0	0	-58,332

SFY2010
Payroll Report - BA #1052 Arc

Name	Pos	Include Both Actuals & Estimates to End-of-Year!				TOTAL	Difference By Position
		1st Quarter Totals	2nd Quarter Totals	3rd Quarter Totals	4th Quarter Totals		
		PP 06-13	PP 14-18	PP 19-23	PP 24-28		
Crawford	53	12,591.10	15,443.68	15,348.26	56,373.46	(1,483.46)	
Driggs	10	16,776.15	20,884.47	20,974.43	76,485.37	(2,654.37)	
Kinross	1	21,922.74	26,948.22	26,857.85	97,684.61	4,521.39	
Lindsay	7	17,941.13	23,877.53	23,877.43	82,285.93	(2,394.93)	
Mark	4	20,356.87	25,192.88	24,172.33	94,247.25	(2,153.35)	
Moore	9	6,484.18	8,658.58	7,749.56	36,432.31	(9,134.31)	
Ridgely	11	12,344.25	14,331.37	0.00	39,934.84	15,605.94	
Sawyer	2	16,983.73	21,154.28	21,241.74	77,349.99	(2,469.99)	
Van Stralen	3	18,241.84	22,411.43	21,488.59	81,276.33	(2,225.97)	
Vacant/Kinross	5	0.00	0.00	0.00	0.00	0.00	
Vacant - Student Worker	12	0.00	0.00	0.00	0.00	0.00	
MA2	40	0.00	0.00	0.00	0.00	0.00	
MA2	41	0.00	0.00	0.00	0.00	0.00	
MA2	43	0.00	0.00	0.00	0.00	0.00	
Total Position Costs:							
		143,481.98	178,419.27	159,376.82	631,359.57	84,195.43	
Payroll Assessment - 5700		324.50	284.50	0.00	1,198.00		
Personal Assessment - 5400		1,854.75	1,854.75	0.00	4,277.00		
Retired Group Insurance		0.00	0.00	0.00	0.00		
Workers Comp Ins		0.00	0.00	0.00	0.00		
Payroll Adjustments		0.00	0.00	0.00	0.00		
Work Prg Authority Salaries		0.00	0.00	0.00	0.00		
Adjustments (AEOIS/REGI)		0.00	0.00	0.00	0.00		
Longevity Authority		0.00	0.00	0.00	0.00		
BD and Comm Salaries		42.72	42.72	1,816.98	1,932.46	1,978.00	
Seasonal Help		0.00	0.00	0.00	0.00		
Holiday Pay		0.00	0.00	0.00	0.00		
FICA		0.00	0.00	0.00	0.00		
Vacancy Saving		0.00	0.00	0.00	0.00		
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00		
BOE Salary Need Granted		0.00	0.00	0.00	0.00		
Total CAT 81 Authority						735,794.00	
Pay Period Grand Totals:		145,065.95	179,883.24	161,091.80	638,657.83		
Year to Date Balance:							
Budget Status Report Balance:							
Difference							
GENERAL SALARY ADJUSTMENT							
TOTAL FUNDS AVAILABLE W/O SALARY ADJ							0.00
GENERAL SALARY ADJUSTMENT (1) AVAILABLE							97,136.97
TOTAL FUNDS AVAILABLE							97,136.97
Estimated Surplus/Shortfall:							97,136.97

Payroll Report - BA #1052 Archives and Records

SFY2010																												
Name	Pos.	Unit	Funding Source	Work Program	SFY2010 Longevity Authority	Actual PPS L-1 6/1/2009	Actual PPS 61 7/1/2009	8 days 7/24/2009	Actual PPS 62 7/24/2009	Actual PPS 63 8/2/2009	Actual PPS 64 8/2/2009	Actual PPS 65 8/9/2009	Actual PPS 66 10/1/2009	Actual PPS 69 10/2/2009	Actual PPS 10 11/1/2009	Actual PPS 11 11/2/2009	Actual PPS L-2 12/6/2009	Actual PPS 12 12/11/2009	Insurance									
Crawford	53	1 FTE	Gen Fund	54,970.00	0.00	0.00	1,559.51	2,425.03	1,977.91	2,425.03	1,977.91	2,425.03	1,977.90	1,798.07	2,569.45	1,934.43	0.00	2,385.82	0.00									
DiTiga	10	1 FTE	Gen Fund	72,149.00	0.00	0.00	626.52	2,180.20	2,714.48	3,101.95	2,699.28	3,325.79	2,475.43	2,425.43	3,325.29	2,699.28	0.00	3,101.44	0.00									
Kemp	1	1 FTE	Gen Fund	101,576.00	0.00	0.00	626.52	2,481.70	3,231.49	4,178.20	3,551.68	3,858.01	3,551.68	3,331.49	4,178.20	3,551.68	0.00	3,551.68	0.00									
Lundby	7	1 FTE	Gen Fund	79,887.00	0.00	0.00	626.52	2,382.73	3,614.73	3,752.85	2,704.58	3,752.86	2,704.57	2,949.15	3,752.84	2,949.14	0.00	3,752.84	0.00									
Mart	4	1 FTE	Gen Fund	88,094.00	0.00	0.00	626.52	2,588.39	3,907.37	3,907.37	2,987.45	3,610.90	3,283.92	2,987.45	3,907.07	3,283.91	0.00	3,610.61	0.00									
Moore	9	1 FTE	Gen Fund	21,298.00	0.00	0.00	626.52	719.78	1,460.62	909.95	1,460.62	909.95	909.94	909.94	1,460.12	834.11	0.00	1,335.96	0.00									
Rudger	11	1 FTE	Gen Fund	54,970.00	0.00	0.00	626.52	1,470.83	2,512.13	1,851.04	2,446.05	2,483.45	1,859.74	1,960.53	2,454.38	1,822.45	0.00	2,444.70	0.00									
Saucy	2	1 FTE	Gen Fund	74,880.00	0.00	0.00	626.52	1,962.10	3,372.51	3,124.37	2,746.16	3,372.50	2,498.24	2,498.23	3,371.41	2,746.17	0.00	3,123.49	0.00									
Van Straten	3	1 FTE	Gen Fund	79,051.00	0.00	0.00	626.52	2,355.44	2,915.19	3,100.54	2,915.19	3,100.54	2,915.19	2,674.02	3,541.71	2,915.19	0.00	3,300.54	0.00									
Vacant/Student Worker	5	1 FTE	Gen Fund	87,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Vacant - Student Worker	12	45 FTE	Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
MA2	40	1 FTE	Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
MA3	41	1 FTE	Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
MA4	42	1 FTE	Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
MA5	43	1 FTE	Gen Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00									
Total Positions Costs:															715,555.00	5,012.16	17,700.68	21,924.09	22,058.26	27,616.98	22,360.62	27,409.51	22,176.61	28,125.47	22,736.36	0.00	26,687.41	
Payroll Assessment - 5700															1,138.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Personnel Assessment - 5400															4,227.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Retired Group Insurance															6,341.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Worker's Comp Ins															8,872.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Payroll Adjustments															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Work Prg Authority Salaries															715,555.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Adjustments (AEQIS/REGI)															18,319.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Adjustments (BOE Salary)															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Longevity Authority															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BOD and Comm Salaries															1,920.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Seasonal Help															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Holiday Pay															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FICA															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Vacancy Savings															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BOE Terminal Leave Granted															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BOE Salary Need Overhead															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total CAT #1 Authority															735,794.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Per Period Grand Totals:															1,341.25	5,812.16	17,711.34	21,924.09	22,048.94	27,516.98	22,371.38	28,158.76	22,187.29	21,464.33	28,125.47	22,748.82	0.00	26,687.41
Year to Date Balance:															1,341.25	6,353.41	24,064.77	51,988.86	74,057.80	101,574.78	123,946.08	152,096.84	174,884.13	196,348.46	224,473.93	247,232.75	247,232.75	273,910.16
Budgeted Status Report Balance:															1,341.25	6,353.41	24,064.77	51,988.86	74,057.80	101,574.78	123,946.08	152,096.84	174,884.13	196,348.46	224,473.93	247,232.75	247,232.75	273,910.16
Difference															0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

13

Payroll Report - BA #1052 Arcl
SFY2010

Name	Pas	Actual PPM 13 12/24/09	Actual PPM 14 01/07/10	Actual PPM 15 01/27/10	Actual PPM 16 02/04/10	Actual PPM 17 02/18/10	Actual PPM 18 02/04/10	Actual PPM 19 02/18/10	Actual PPM 20 04/01/10	Actual PPM 21 04/15/10	Projected PPM 22 04/29/10	Projected PPM 23 05/12/10	Projected PPM 24 05/27/10	Projected PPM 25 06/10/10	Projected PPM 26 06/24/10	Projected PPM 27 07/08/10	Projected PPM 28 07/22/10	1st Quarter Total PPM 01 - 07
Crawford	53	1,934.43	2,424.93	1,977.91	2,426.89	1,980.08	2,426.90	1,980.08	2,426.89	1,980.09	2,426.89	1,980.09	2,426.89	1,980.09	2,426.89	1,980.09	2,426.89	12,796.42
Driggs	10	2,699.28	3,151.59	2,755.00	3,154.10	2,757.79	3,154.10	2,757.79	3,154.10	2,757.78	3,154.10	2,757.78	3,154.10	2,757.78	3,154.10	2,757.78	3,154.10	17,820.32
Kinop	1	3,551.68	3,970.76	3,632.51	4,263.07	3,307.87	3,934.39	3,636.55	4,263.07	3,307.87	4,263.07	3,307.87	4,263.07	3,307.87	4,263.07	3,307.87	4,263.07	22,164.90
Lundley	7	2,704.58	3,632.29	3,010.02	3,384.37	3,013.07	3,635.34	2,762.11	3,384.37	2,762.11	3,384.37	2,762.11	3,384.37	2,762.11	3,384.37	2,762.11	3,384.37	19,178.85
Mark	4	3,283.91	3,677.02	3,357.72	3,984.56	3,057.19	3,680.34	3,361.41	3,984.56	3,057.19	3,984.56	3,057.19	3,984.56	3,057.19	3,984.56	3,057.19	3,984.56	20,615.45
Moore	9	834.11	1,535.96	909.94	1,460.95	910.88	1,460.95	910.87	1,460.95	910.88	1,460.95	910.88	1,460.95	910.88	1,460.95	910.88	1,460.95	7,548.87
Ridgely	11	1,822.45	2,482.00	1,859.73	2,483.86	1,861.59	2,483.86	1,861.59	2,483.86	1,861.59	2,483.86	1,861.59	2,483.86	1,861.59	2,483.86	1,861.59	2,483.86	13,258.44
Searcy	2	2,746.17	3,179.03	2,807.88	3,181.81	2,810.97	3,181.81	2,810.97	3,181.81	2,810.97	3,181.81	2,810.97	3,181.81	2,810.97	3,181.81	2,810.97	3,181.81	17,958.13
Van Strawn	3	2,915.19	3,355.33	2,976.07	3,358.07	2,979.12	3,358.07	2,979.12	3,358.07	2,979.12	3,358.07	2,979.12	3,358.07	2,979.12	3,358.07	2,979.12	3,358.07	18,714.83
Vacant/Kinop	5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacant - Student Worker	12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MA2	40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Positions Costs:		22,491.80	27,368.91	23,286.78	27,697.68	22,678.56	27,545.46	22,830.79	27,011.09	20,318.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149,882.30
Payroll Assessment - 5700		284.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.50
Personnel Assessment - 5400		1,056.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,056.75
Medical Group Insurance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Workers Comp Ins		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Adjustments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prg Authority Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments (ACQUISREGII)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BD and Comm Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Seasonal Help		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Holiday Pay		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PTCA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacancy Savings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Salary Need Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAT 01 Authority		297,755.67	325,124.58	348,423.82	376,121.50	398,812.52	426,357.98	449,201.23	477,553.57	497,884.47	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	157,696.84
Pay Period Grand Totals:		23,845.51	27,348.91	23,299.24	27,697.68	22,691.02	27,545.46	22,830.79	27,011.09	20,318.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149,882.30
Year to Date Balance:		297,755.67	325,124.58	348,423.82	376,121.50	398,812.52	426,357.98	449,201.23	477,553.57	497,884.47	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	157,696.84
Budget Status Report Balance:		297,755.67	325,124.58	348,423.82	376,121.50	398,812.52	426,357.98	449,201.23	477,553.57	497,884.47	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	497,895.15	157,696.84
Difference		(0.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

#15



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 19, 2010

To: Andrew Clinger, Director
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget and Planning Division

A handwritten signature in cursive script, reading "Katrina Nielsen", written over the printed name and title.

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the June 8, 2010 Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF CULTURAL AFFAIRS – DIVISION OF MUSEUMS AND HISTORY

REQUEST FOR ALLOCATION FROM THE GENERAL CONTINGENCY FUND

Pursuant to NRS 353.268 agencies may request funding from the General Fund portion of the Interim Finance Committee Contingency Fund during the biennium to cover unanticipated expenditures. The Department of Cultural Affairs, Museums & History Division, Nevada State Museum is requesting an allocation of General Funds from the Interim Finance Committee Contingency Fund in the amount of \$25,790 due to a projected increase in utility costs associated with opening the new Dema Guinn concourse.

Nature of the Request:

The new 4,000 square-foot Dema Guinn concourse opened to the public at the beginning of FY 2010 and is constructed primarily of glass and, though energy efficient glazing was used in its construction, opening this concourse has resulted in increased energy costs. Glass has a tendency to absorb heat during the summer requiring additional cooling and is cold during the winter requiring additional heating thereby increasing both electrical and natural gas costs. The Nevada State Museum's 2010-2011 legislatively approved budget did not include an enhancement request for increased utility costs.

Also, expenditures for four buildings are coded to the Nevada State Museum's utility category making a utility cost prediction difficult and subject to variances. Carson City is experiencing a colder than usual winter and spring, which has also affected heating costs. A shortfall will likely exist in FY 2011 for the same reasons as described above. However, going forward, an increase in FY 2010 will provide a record of increased energy costs for future biennia.

Recommendation:

Work program authority is not available from other categories to fund this shortfall due to a projected shortfall of \$9,045 in museum admission charge revenue. Operating and building maintenance expenditures will be frozen to ensure ample cash is available in this budget account to address the projected revenue shortfall. The agency has been requested to devise a plan to account for a projected FY 2011 shortfall within this budget account in an effort to eliminate the need for another Contingency Fund request next fiscal year. Recommend approval.

REVIEWED: 

ACTION ITEM: 



JIM GIBBONS
Governor

MICHAEL E. FISCHER
Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
716 N. Carson Street, Suite B
Carson City, Nevada 89701
(775) 687-8393 Fax (775) 684-5446
<http://www.nevadaculture.org/>

DIVISIONS
Historic Preservation
Library and Archives
Museums and History
Nevada Arts Council

May 19, 2010

Memorandum

RECEIVED

MAY 20 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

To: Katrina Nielsen, Budget Analyst
Department of Administration, Budget Division

Heidi Sakelarios, Fiscal Analyst
Fiscal Division, Legislative Counsel Bureau (LCB)

From: Mark Costa, ASO IV *Mark Costa*
Department of Cultural Affairs (DCA)

Cc: Michael E. Fischer, Director

Subject: Fiscal Year 2010 Contingency Funding Request for Utility Expense, Budget Account
2940 – Nevada State Museum (Revised)

Contingency Funding in the amount of \$25,790 is hereby requested to fund the projected utility expenditures for the Nevada State Museum in Carson City for fiscal year (FY) 2010. The attached spreadsheet documents actual and projected expenditures for FY 10.

The reason for the projected shortfall is higher than expected utility costs generated by the new Dema Guinn concourse coincident with the start of FY 10. The 4,000 square-foot facility is primarily constructed of glass and though energy efficient glazing was used in its construction, energy costs are high since glass has the tendency to let heat in during the summer which requires additional cost to cool and then lets the cold in during the winter also generating additional energy costs this time to warm the building. No accommodation for the utility cost increases brought about by the new facility could have been made when the 2010-2011 budgets were built since there wasn't an historical record of the new concourse's utility costs for inclusion and the exact impact of the glass concourse could not have been predicted. The colder than usual winter and spring just experienced in Carson City would also have had a significant effect on heating costs. Finally, the utility cost category in B/A 2940 consists of a complex of four buildings located in different locations which also makes total prediction for the category difficult and naturally subject to variances.

Work program authority is not available from other categories to fund this shortfall.

In order to address a projected \$9,045 shortfall in museum admission charges, expenditures in category 04, Operating, and Category 07, Maintenance of Buildings and Grounds, will be frozen beyond anticipated expenditures.

Now that a record of energy costs is being established future budget submissions should be able to reflect a more realistic projection of energy costs. But for this fiscal year additional funding is needed for the unanticipated utility expenditures at the Nevada State Museum.

Attachment

Department of Cultural Affairs
Division of Museums and History
SFY 2010 Estimate of Utilities Costs
Nevada State Museum
B/A 2940

Month	Electricity GL 7132	Natural Gas GL 7134	Garbage GL 7136	Water		Total
				Sewer GL 7137		
Jul-09	6,891.99	533.22	193.51	585.22		8,203.94
Aug-09	6,233.63	541.84	178.51	492.36		7,446.34
Sep-09	5,723.45	732.47	178.51	520.76		7,155.19
Oct-09	4,226.95	1,840.90	183.51	352.31		6,603.67
Nov-09	4,122.18	3,887.66	211.51	213.83		8,435.18
Dec-09	4,122.76	8,806.82	178.51	215.04		13,323.13
Jan-10	4,338.77	7,428.03	178.51	210.02		12,155.33
Feb-10	4,035.74	4,909.48	178.51	218.46		9,342.19
Mar-10 (Actual)	3,885.84	2,935.77	183.51	110.67		7,115.79
Apr-10 (Actual)		182.44				182.44
	43,581.31	31,616.19	1,847.03	2,918.67		79,963.20
						79,963.20 Reconciles to BSR 5/7/10
Mar-10 *						
Apr-10	178.50	376.11		110.00		664.61
May-10	6,251.04	2,821.71		340.13		9,412.88
Jun-10	6,385.75	1,378.51	197.44	400.93		8,362.63
	6,573.26	743.46	197.44	473.77		7,987.93
Contingency Request	3,944.94	33.84	22.12	495.95		4,496.85
	23,333.49	5,353.63	417.00	1,820.78		30,924.90
						80,627.81 Reconciles to BETS 5/7/10
Total	66,914.80	36,969.82	2,264.03	4,739.45		110,888.10
CAT 59 Work Program Authority	52,520.00	27,156.00	2,058.00	3,364.00		85,098.00
Overage/Shortage:	-14,394.80	-9,813.82	-206.03	-1,375.45		-25,790.10

Shaded areas represent monthly projections, which are based upon actual FY09 expenditures for GL 7132, 7134, & 7137. Projections for GL 7136 include the new garbage rate of \$182.44 plus \$15 per month dump fees for both May and June. Also, included is a projected increase to FY09 utilities expenses of \$4,496.85, which was calculated by multiplying the sum of Apr - Jun FY09 expenditure projections by the percentage increase per GL over the prior three-year period (FY07-FY09).

* As of 5/7/10, not all expenses for March and April had been processed. Therefore, both an actual and projection line for these months are included.

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REPORT DATE AS OF: 05/06/2010

PROC ID: BSR_GEN_BBLS_REPORT

STATE OF NEVADA
Office of the State Controller**Summary Budget Status Report****Fiscal Year:** 2010**Fund:** 101 GENERAL FUND**Agency:** 331 MUSEUMS AND HISTORY
DIVISION**Budget** 2940 NEVADA STATE
Account: MUSEUM**Organization:** 0100 NEVADA STATE MUSEUM

	YTD Actual	Work Program	Difference
Total Receipts/Funding	1,283,856.84	1,378,134.00	-94,277.16
Total Expenditures	1,080,152.99		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	1,080,152.99	1,378,134.00	297,981.01
Realized Funding Available	203,703.85		

[Get Information About Receipts/Funding](#)[Get Information About Obligations](#)

REPORT DATE AS OF: 05/06/2010

PROC ID: BSR_REC_FUND_SUM

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Receipts/Funding

Fiscal Year: 2010**Fund:** 101 GENERAL FUND**Agency:** 331 MUSEUMS AND HISTORY
DIVISION**Budget Account:** 2940 NEVADA STATE
MUSEUM**Organization:** 0100 NEVADA STATE MUSEUM

	YTD Actual	Work Program	Difference
Total Receipts/Funding	1,283,856.84	1,378,134.00	-94,277.16

Code	Description	YTD Actual	Work Program	Difference
42	APPROPRIATIONS	1,072,943.00	1,072,943.00	.00
3842	ADMISSION CHARGE	82,971.01	113,215.00	-30,243.99
4105	SCHOOL DISTRICT REIMBURSEMENTS	500.00	1,000.00	-500.00
4665	TRANS ER MUSEUM DED TRUST	124,918.83	185,176.00	-60,257.17
4709	TRANS FM HISTORIC PRESERVATION	2,524.00	5,800.00	-3,276.00

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REPORT DATE AS OF: 05/06/2010

PROC ID: BSR_GEN_BCLS_REPORT

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Obligations

Fiscal Year: 2010

Fund: 101 GENERAL FUND

Agency: 331 MUSEUMS AND HISTORY
DIVISIONBudget Account: 2940 NEVADA STATE
MUSEUM

Organization: 0100 NEVADA STATE MUSEUM

	YTD Actual	Work Program	Difference
Total Expenditures	1,080,152.99		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	1,080,152.99	1,378,134.00	297,981.01

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
<u>01</u>	PERSONNEL SERVICES	921,417.41	.00	.00	921,417.41	1,159,834.00	238,416.59
<u>03</u>	IN STATE TRAVEL	1,109.32	.00	.00	1,109.32	1,152.00	42.68
<u>04</u>	OPERATING	37,109.56	.00	.00	37,109.56	78,171.00	41,061.44
<u>07</u>	MAINTENANCE OF BLDGS & GROUNDS	20,716.95	.00	.00	20,716.95	30,370.00	9,653.05
<u>08</u>	EXHIBIT PROG	2,895.45	.00	.00	2,895.45	3,743.00	847.55
<u>17</u>	CCSD INTERLOCAL	100.00	.00	.00	100.00	1,000.00	900.00
<u>26</u>	INFORMATION SERVICES	5,200.56	.00	.00	5,200.56	5,495.00	294.44
<u>33</u>	RESEARCH PROJECTS	.00	.00	.00	.00	605.00	605.00
<u>59</u>	UTILITIES	79,963.20	.00	.00	79,963.20	85,098.00	5,134.80
<u>60</u>	ENERGY EFFCNCY RETROFIT PYBACK	11,276.54	.00	.00	11,276.54	12,302.00	1,025.46
<u>87</u>	PURCHASING ASSESSMENT	364.00	.00	.00	364.00	364.00	.00

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REPORT DATE AS OF: 05/07/2010

PROC ID: BSR_OBJECT_SUM

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Totals by Object for Selected Category

Fiscal Year: 2009

General Fund: 101 GENERAL FUND

Budget Account: 2940 NEVADA STATE MUSEUM

Code	Code Description	Expended	Encumbered	Pre-encumbered	Obligated
59	UTILITIES	98,049.39	.00	.00	98,049.39

Object	Object Description	Expended	Encumbered	Pre-encumbered	Obligated
<u>7132</u>	ELECTRIC UTILITIES	64,603.16	.00	.00	64,603.16
<u>7134</u>	NATURAL GAS UTILITIES	27,284.53	.00	.00	27,284.53
<u>7136</u>	GARBAGE DISPOSAL UTILITIES	2,102.16	.00	.00	2,102.16
<u>7137</u>	WATER & SEWER UTILITIES	4,059.54	.00	.00	4,059.54

[Return to Selection Screen](#)

Nevada State Museum

B/A # 2940

GL RECONCILIATION

BSR Date: 04/30/10

Reconciled By: k davis

Date: 05/03/10

Emailed: 05/03/10

Note: This page has formulas to pull your general ledger totals from your BETS report pages. All you have to do is enter any outstanding total for each general ledger and also, all amounts from your budget status report you are reconciling to. If there is all zeros in the Difference column you are reconciled for that BSR. This page is setup to print on letter size paper, so that you can print yourself a hard copy record of each week's reconciliation.

GL	Description	BETS	- Enter Only Outstanding	= Adj. BETS	= Enter Only BSR	Difference
00	Revenue					
2501	GENERAL FUND APPROP	1,072,943.00	0.00	1,072,943.00	1,072,943.00	0.00
2511	BALANCE FORWARD	0.00	0.00	0.00	0.00	0.00
3578	FEDERAL BLM GRANT	0.00	0.00	0.00	0.00	0.00
3580	FEDERAL GRANT BIA	0.00	0.00	0.00	0.00	0.00
3581	FEDERAL GRANT IMLS	0.00	0.00	0.00	0.00	0.00
3582	FEDERAL HUMANITIES	0.00	0.00	0.00	0.00	0.00
3842	ADMISSION CHARGE	104,170.00	22,989.99	81,180.01	81,180.01	0.00
4105	SCHOOL DISTRICT REIMBURSE	500.00	0.00	500.00	500.00	0.00
4665	TRANS MUSEUM DED TRUST	179,682.31	54,763.48	124,918.83	124,918.83	0.00
4668	TRANS CONSERVATION	0.00	0.00	0.00	0.00	0.00
4709	TRANS FR HISTORIC PRESER	2,524.00	0.00	2,524.00	2,524.00	0.00
	Total Revenue	1,359,819.31	77,753.47	1,282,065.84	1,282,065.84	0.00
01	TOTAL PERSONNEL SERVICES	923,415.66	1,998.25	921,417.41	921,417.41	0.00
03	In State Travel					
6200	PER DIEM IN STATE	843.00	0.00	843.00	843.00	0.00
6210	MOTOR POOL IN-STATE	0.00	0.00	0.00	0.00	0.00
6240	PERSONAL VEHICLE	266.32	0.00	266.32	266.32	0.00
6250	AIR FARE IN STATE	0.00	0.00	0.00	0.00	0.00
	TOTAL IN-STATE TRAVEL	1,109.32	0.00	1,109.32	1,109.32	0.00
04	Operating					
7020	OPERATING SUPPLIES	1,826.54	322.05	1,504.49	1,504.49	0.00
7030	FREIGHT	195.00	0.00	195.00	195.00	0.00
7040	PRINTING AND COPYING	0.00	0.00	0.00	0.00	0.00
7045	PRINTING PAID TO STATE	47.85	0.00	47.85	47.85	0.00
7050	INSURANCE EXPENSE BOND	29.00	0.00	29.00	29.00	0.00
7051	PROPERTY INSURANCE	17,384.00	0.00	17,384.00	17,384.00	0.00
7052	VEH COMP INSURANCE	264.00	0.00	264.00	264.00	0.00
7054	INSURANCE - TORT	1,745.12	0.00	1,745.12	1,745.12	0.00
7059	INSURANCE - VEHICLE LIAB	735.21	0.00	735.21	735.21	0.00
7060	CONTRACTUAL SERVICES	1,045.35	0.00	1,045.35	997.47	-47.88
7070	OTHER CONTRACT SERVICES	3,133.62	160.00	2,973.62	2,973.62	0.00
7090	OFFICE EQUIPMENT REPAIR	1,044.60	0.00	1,044.60	1,044.60	0.00
7151	VEH REPAIR & MAINTENANCE	0.00	0.00	0.00	0.00	0.00
7153	GASOLINE	881.02	174.39	706.63	706.63	0.00
7154	VEHICLE OPERATION	0.00	0.00	0.00	0.00	0.00
7156	REPAIR & REPL PARTS	117.84	0.00	117.84	117.84	0.00
7170	CLOTH/UNIFORM TOOL	69.57	0.00	69.57	69.57	0.00
7174	CLOTH/UNIFORM TOOL	155.35	90.96	64.39	64.39	0.00
7251	B & G SPECIAL SERVICE	0.00	0.00	0.00	0.00	0.00
7280	POSTAGE	59.25	0.00	59.25	59.25	0.00

11

Nevada State Museum

B/A # 2940

GL RECONCILIATION

BSR Date: 04/30/10

Reconciled By: k davis

Date: 05/03/10

Emailed: 05/03/10

Note: This page has formulas to pull your general ledger totals from your BETS report pages. All you have to do is enter any outstanding total for each general ledger and also, all amounts from your budget status report you are reconciling to. If there is all zeros in the Difference column you are reconciled for that BSR. This page is setup to print on letter size paper, so that you can print yourself a hard copy record of each week's reconciliation.

GL	Description	BETS	-	Enter Only Outstanding	=	Adj. BETS	=	Enter Only BSR	Difference
7285	POSTAGE PAID TO MAIL ROOM	3,248.57		144.39		3,104.18		3,104.18	0.00
7290	TELEPHONE	4,564.85		0.00		4,564.85		4,564.85	0.00
7296	LONG DISTANCE PAID TO DoIT	304.98		29.64		275.34		275.34	0.00
7340	INSPECTIONS & CERTIFICATIONS	0.00		0.00		0.00		0.00	0.00
7960	RENTALS	1.00		0.00		1.00		1.00	0.00
7980	LEASE PAYMENTS	1,352.20		135.22		1,216.98		1,081.76	-135.22
	TOTAL OPERATING	38,204.92		1,056.65		37,148.27		36,965.17	-183.10
05	<u>Equipment</u>								
7030	FREIGHT	0.00		0.00		0.00		0.00	0.00
8270	SPECIAL EQUIPMENT > \$5,000	0.00		0.00		0.00		0.00	0.00
8271	SPECIAL EQUIPMENT < \$5,000	0.00		0.00		0.00		0.00	0.00
8310	PICK-UPS, VANS - NEW	0.00		0.00		0.00		0.00	0.00
8330	OFFICE EQUIPMENT > \$5,000	0.00		0.00		0.00		0.00	0.00
	TOTAL EQUIPMENT	0.00		0.00 #		0.00		0.00	0.00
07	<u>B & G</u>								
7020	OPERATING SUPPLIES	2,455.00		50.00		2,303.18		2,303.18	0.00
7060	CONTRACTUAL SERVICES	294.24		0.00		294.24		294.24	0.00
7090	EQUIPMENT REPAIR	11,031.86		1,007.38		10,024.48		10,024.48	0.00
7140	MAINTENANCE OF BLDGS.	3,210.15		0.00		3,210.15		3,210.15	0.00
7151	VEHICLE	285.01		0.00		285.01		285.01	0.00
7156	VEHICLE	356.89		0.00		356.89		356.89	0.00
7340	Inspections and Certifications	3,269.00		420.00		2,849.00		2,849.00	0.00
7430	PROFESSIONAL SERVICES	595.00		0.00		595.00		595.00	0.00
7460	EQUIPMENT UNDER \$ 1,000	799.00		0.00		799.00		799.00	0.00
	TOTAL B & G	22,296.15		1,477.38 #		20,716.95		20,716.95	0.00
08	<u>Exhibits</u>								
7020	OPERATING SUPPLIES	2,197.98		988.50		1,209.48		1,738.98	529.50
7370	PUBLICATION	30.45		0.00		30.45		30.45	0.00
7430	PROFESSIONAL SERVICES	292.50		0.00		292.50		292.50	0.00
7970	MATERIALS	1,233.52		400.00		833.52		833.52	0.00
	TOTAL EXHIBITS	3,754.45		1,388.50 #		2,365.95		2,895.45	529.50
	<u>Nevada Humanities Federal Grant</u>								
16	<u>OPERATING SUPPLIES</u>	0.00		0.00		0.00		0.00	0.00
7020	CONTRACT SERVICES	0.00		0.00		0.00		0.00	0.00
	TOTAL NEVADA HUMANITIES GRANT	0.00		0.00		0.00		0.00	0.00

Interlocal CCSD

Nevada State Museum

B/A # 2940

GL RECONCILIATION

BSR Date: 04/30/10

Reconciled By: k davis

Date: 05/03/10

Emailed: 05/03/10

Note: This page has formulas to pull your general ledger totals from your BETS report pages. All you have to do is enter any outstanding total for each general ledger and also, all amounts from your budget status report you are reconciling to. If there is all zeros in the Difference column you are reconciled for that BSR. This page is setup to print on letter size paper, so that you can print yourself a hard copy record of each week's reconciliation.

GL	Description	BETS	-	Enter Only Outstanding	=	Adj. BETS	=	Enter Only BSR	Difference
<u>17</u> 7064	CONTRACT SERVICES	346.64		246.64		100.00		100.00	0.00
	TOTAL Interlocal CCSD	346.64		246.64		100.00		100.00	0.00
<u>Prior Year Adjustment</u>									
<u>22</u> 9169	OPERATING SUPPLIES	0.00		0.00		0.00		0.00	0.00
	TOTAL PRIOR YEAR ADJUSTMENT	0.00		0.00		0.00		0.00	0.00
<u>Information Tech</u>									
7020	OPERATING SUPPLIES	2,803.60		0.00		2,803.60		2,803.60	0.00
7073	COMPUTER SOFTWARE	305.90		0.00		305.90		305.90	0.00
7090	EQUIPMENT REPAIR	0.00		0.00		0.00		0.00	0.00
7220	OTHER EDP COSTS (NON-DOIT)	55.10		0.00		55.10		55.10	0.00
7541	INTERNET DIAL-UP	94.40		0.00		94.40		84.96	-9.44
7554	DOIT INFRASTRUCTURE ASSESSMENT	1,148.00		0.00		1,148.00		1,148.00	0.00
7556	DOIT SECURITY ASSESSMENT	803.00		0.00		803.00		803.00	0.00
	TOTAL INFORMATION TECH	5,210.00		0.00		5,210.00		5,200.56	-9.44
<u>Research Projects</u>									
<u>33</u> 7020	OPERATING SUPPLIES	0.00		0.00		0.00		0.00	0.00
	TOTAL RESEARCH PROJECTS	0.00		0.00		0.00		0.00	0.00
<u>Deferred Maintenance</u>									
<u>50</u>	SUPPLIES	0.00		0.00		0.00		0.00	0.00
7020	CONTRACT SERVICES	0.00		0.00		0.00		0.00	0.00
7060	EQUIPMENT REPAIR	0.00		0.00		0.00		0.00	0.00
7090	MAINTENANCE OF B & G	0.00		0.00		0.00		0.00	0.00
7140	TORUISM REBATE	0.00		0.00		0.00		0.00	0.00
9126	TOTAL DEFERRED MAINTENANCE	0.00		0.00		0.00		0.00	0.00
<u>Utilities</u>									
7037	COMMUNICATIONS REPAIR	0.00		0.00		0.00		0.00	0.00
7132	ELECTRIC	43,759.81		178.50		43,581.31		43,581.31	0.00
7134	NATURAL GAS	31,992.30		376.11		31,616.19		31,616.19	0.00
7136	GARBAGE	1,847.03		182.44		1,664.59		1,847.03	182.44
7137	WATER & SEWER	3,028.67		110.00		2,918.67		2,918.67	0.00
	TOTAL UTILITIES	80,627.81		847.05		79,780.76		79,963.20	182.44
<u>Energy Retrofit Payback</u>									
<u>60</u>	CONTRACT SERVICES	11,276.54		0.00		11,276.54		11,276.54	0.00

Nevada State Museum**B/A # 2940****GL RECONCILIATION**BSR Date: 04/30/10Reconciled By: k davisDate: 05/03/10Emailed: 05/03/10

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GL	Description	BETS	-	Enter Only Outstanding	=	Adj. BETS	=	Enter Only BSR	Difference
7060	TOTAL ENERGY RENTROFIT	11,276.54		0.00		<u>11,276.54</u>		<u>11,276.54</u>	0.00
	<u>Purchasing Assessment</u>	364.00		0.00		<u>364.00</u>		<u>364.00</u>	0.00
<u>87</u>	<u>Transfer Cash to Other Agencies</u>	0.00		0.00		<u>0.00</u>		<u>0.00</u>	0.00
<u>92</u>	<u>Reserve for Reversion</u>	0.00		0.00		<u>0.00</u>		<u>0.00</u>	0.00
<u>93</u>									
	TOTALS	1,086,605.49		7,014.47		1,079,489.20		1,080,008.60	519.40

Item No	Description	Actual 2007-2008	Work Program 2008-2009	L01R4 Year 1 2009-2010	L01R4 Year 2 2010-2011
739R	PURCHASING IT CONTRACT ASSESSMENT	0	-789	0	0
739S	DO NOT USE (OLD DOIT SECURITY ASSESSMENT)	0	1,156	0	0
739T	DO NOT USE (OLD DOIT CONTRACT ADMIN)	0	789	0	0
7541	DOIT DIAL UP ACCESS	131	131	226	226
7554	DOIT INFRASTRUCTURE ASSESSMENT	1,806	0	1,148	1,152
7555	DOIT PLANNING ASSESSMENT	2,833	0	0	0
7556	DOIT SECURITY ASSESSMENT	1,365	0	803	803
	TOTAL FOR CATEGORY 26	9,423	9,109	5,495	5,499
33	RESEARCH PROJECTS				
7000	OPERATING	0	-5,000	0	0
7020	OPERATING SUPPLIES	605	184	605	605
7040	NON-STATE PRINTING SERVICES	0	54	0	0
7046	QUICK PRINT JOBS - CARSON CITY	0	159	0	0
7060	CONTRACTS	4,825	0	0	0
7064	CONTRACTS - D	4,341	28,184	0	0
	TOTAL FOR CATEGORY 33	9,771	23,581	605	605
50	DEFERRED MAINTENANCE				
7140	MAINTENANCE OF BLDGS AND GRDS	27,112	30,388	0	0
	TOTAL FOR CATEGORY 50	27,112	30,388	0	0
59	UTILITIES				
7132	ELECTRIC UTILITIES	52,520	51,334	52,520	52,520
7134	NATURAL GAS UTILITIES	27,156	26,780	27,156	27,156
7136	GARBAGE DISPOSAL UTILITIES	2,058	4,145	2,058	2,058
7137	WATER & SEWER UTILITIES	3,364	1,846	3,364	3,364
7139	B&G WATER USAGE CHARGES	0	1,311	0	0
	TOTAL FOR CATEGORY 59	85,098	85,416	85,098	85,098
60	ENERGY EFFICIENCY RETROFIT PAYBACK				
7060	CONTRACTS	11,788	12,042	12,302	12,492
	TOTAL FOR CATEGORY 60	11,788	12,042	12,302	12,492
87	PURCHASING ASSESSMENT				
7393	PURCHASING ASSESSMENT	1,416	478	364	387
739R	PURCHASING IT CONTRACT ASSESSMENT	0	789	0	0
	TOTAL FOR CATEGORY 87	1,416	1,267	364	387
93	RESERVE FOR REVERSION TO GENERAL FUND				
5000	PERSONNEL SERVICES	0	34,033	0	0
7000	OPERATING	0	10,000	0	0

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

NRS 353.269 Action by Interim Finance Committee; transfer by State Controller.

1. The recommendation of the State Board of Examiners for an allocation from the Contingency Fund shall be transmitted to the Director of the Legislative Counsel Bureau, who shall notify the Chair of the Interim Finance Committee. The Chair shall call a meeting of the Committee to consider the recommendation.

2. No allocation from the Contingency Fund may be made by the Interim Finance Committee to effect salary increases for state officers and employees except as provided in NRS 281.1233.

3. If the Interim Finance Committee, after independent determination, finds that an allocation recommended by the State Board of Examiners should and may lawfully be made, the Committee shall by resolution establish the amount and purpose of the allocation, and direct the State Controller to transfer that amount to the appropriate fund and account. The State Controller shall thereupon make the transfer.

(Added to NRS by 1969, 1016; A 1971, 879; 1973, 668; 1975, 115, 288, 289; 1977, 892, 1043)



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 18, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Cathy Gregg, Budget Analyst
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Interim Finance Committee meeting and is contingent upon approval of the Board of Examiners. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Board of Examiners meeting, which is scheduled for June 8, 2010.

**NEVADA SYSTEM OF HIGHER EDUCATION – TRUST FUND FOR THE
EDUCATION OF DEPENDENT CHILDREN**

Nature of the Request:

**REQUEST FOR ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC)
CONTINGENCY FUND**

Pursuant to NRS 353.268, the Board of Regents of the Nevada System of Higher Education (NSHE) request an allocation of \$25,000 from the IFC Contingency Fund to cover the payment of educational expenses for eligible dependents of a police officer, firefighter, Nevada highway patrol officer, volunteer ambulance driver or attendant killed in the line of duty.

According to the Nevada System of Higher Education, eighteen students have received assistance from the Trust Fund. There are currently six students accessing assistance from the Fund. The projected balance at the close of fiscal year 2010 is estimated at \$108, after eligible costs are included for the Spring 2010 semester.

Account Background Information/Funding Sources to Date:

The fund was created during the 1995 Legislative Session through enactment of Assembly Bill 443, and a general fund appropriation totaling \$20,000 was included in the legislation to provide payment of registration fees, laboratory fees and textbooks on behalf of certain dependent children. The fund is established in NRS 396.545. The account was replenished with \$50,000 during the 2005 legislative session with the passage of Senate Bill 1 from the 22nd Special Session. Also, the Police and Fire Emerald Society of Nevada donated \$1,000 in December 2009.

Recommendation:

Recommend approval.

REVIEWED: <u>JENNA</u>
ACTION ITEM: <u>COE</u>

Nevada System of Higher Education

System Administration
5550 West Flamingo Road, Suite C-1
Las Vegas, NV 89103-0137
Phone: 702-871-0200
Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

May 3, 2010

TO: Andrew Clinger, Director
Department of Administration

FROM: Mark Stevens, Interim Vice Chancellor for Finance and Administration
Nevada System of Higher Education 

SUBJECT: Trust Fund for the Education of Dependent Children

On April 16, 2010, the Board of Regents authorized the Nevada System of Higher Education to request approval of the Board of Examiners and the Interim Finance Committee (IFC) for an allocation from the IFC Contingency Fund to provide sufficient funding in fiscal year 2010-11 for payment of registration fees, laboratory fees and expenses for required textbooks incurred by a dependent child of a police officer, firefighter, Nevada highway patrol officer, volunteer ambulance driver or attendant who was killed in the line of duty.

The 1995 Session of the Nevada Legislature, through enactment of Assembly Bill 443, established the Trust Fund for the Education of Dependent Children and approved a General Fund appropriation of \$20,000 for payment, to the extent of legislative appropriation, for registration fees, laboratory fees and required textbooks on behalf of certain dependent children. The provisions of AB 443 were included within NRS 396.545, and minor changes have been approved through legislation a number of times since 1995. The Trust Fund was last replenished in 2005 through passage of Senate Bill 1 of the 22nd Special Session which appropriated \$50,000 from the General Fund. In addition, a total of \$1,000 in donated funds was received from the Police and Fire Emerald Society of Nevada in December 2009.

To date, eighteen students have received assistance from the Trust Fund for the Education of Dependent Children. Six students are currently enrolled and accessing assistance from the Fund. The projected balance available at the close of fiscal year 2009-10 is estimated to total \$108, after eligible costs are included for the Spring 2010 semester. Future distributions from the Fund will not be possible unless additional funding is received. The Board of Regents requests the Board of Examiners and the Interim Finance Committee approve \$25,000 from the IFC Contingency Fund to provide the necessary funding to continue payment of educational expenses for eligible dependents during fiscal year 2010-11.

If you have any questions or need additional information related to this request, please contact me.

Enc.

**Trust Fund for the Education of Dependent Children
FY 2010-11 Estimated Payments**

Student fees paid out in FY 2009-10

Student A		Not eligible in FY 2010-11
Student B	\$7,203.00	
Student C	\$3,636.00	
Student D	\$2,395.89	
Student E		May attend UNR in 2010-11
Student F		Not eligible in FY 2010-11
Student G	<u>\$2,600.00</u>	
Total	\$15,834.89	
 FY 2010-11 Student fee increase-10%	 <u>\$1,583.49</u>	
 Estimated payments - FY 2010-11	 \$17,418.38	

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

#5



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200

Carson City, Nevada 89701-4298

(775) 684-0222

Fax (775) 684-0260

<http://www.budget.state.nv.us/>

Date: May 25, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Janet Murphy, Budget Analyst V
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Interim Finance Committee meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Board of Examiners' meeting, if applicable.

Controller's Office

Nature of the Request

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$125,980 in FY 2011 to comply with American Recovery and Reinvestment Act (ARRA) of 2009 reporting requirements.

Recommendation

The request is recommended for approval.

REVIEWED: _____

ACTION ITEM: COF

KIM R. WALLIN,
CMA, CFM, CPA
State Controller

MARK TAYLOR
Assistant Controller

STATE OF NEVADA



KAREN HOPPE
Chief Deputy Controller

ALEX ECHO
Data Processing Manager

OFFICE OF THE
STATE CONTROLLER

MEMORANDUM

May 6, 2010

TO: Board of Examiners

FROM: Kim R. Wallin *JSW*
State Controller

SUBJECT: Request for Allocation from the Interim Finance Committee (IFC) Contingency Fund

Pursuant to NRS 353.268, the Office of the State Controller requests an allocation of \$125,980 from the Interim Finance Contingency Fund to meet the FY11 costs for the ARRA Reporting & Accountability Officer in budget 1130. This classified position was established at the direction of the Interim Finance Committee at its August 3, 2009 meeting. At that meeting, funding was provided for the FY10 costs of this position, with the direction that our office should present a request for FY11 funding at a future Interim Finance Committee meeting. With the approval of the Board of Examiners, I plan to present this request at the June Interim Finance Committee meeting.

Attached to this memorandum are schedules which support this request for \$125,980. Please contact my office if any further documentation is required.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896

Office of the Controller
B/A 1130, FY11
American Recovery and Reinvestment Act (ARRA)
Expenditures

GL Revenue
4654 Transfer from IFC Contingency

FY 11 Amount
125,980

Category 01 PERSONNEL

119,778

Please see Personnel tab

Category 08 ARRA REPORTING

GL

Out-of-State Travel
In-State Travel
7020 Operating
7285 Postage - State mailroom monthly
7292 Voice mail
7295 State Phone Line
7296 DoIT long distance charges
7545 VPN secure link

Category 08 total expenditures

3,461
1,836
213
300
52
143
120
77
6,202

of FTE's Unit cost Notes
Please see travel tab
Please see travel tab
1 213.00 Based on FY09 costs from B/A 1130 @ \$213 per FTE
Monthly mail charge calculated @ \$25 per month
1 4.33 Based on DoIT rate for 2 FTE's @ \$4.33 each per month
1 11.88 Based on DoIT rate for 1 FTE @ \$11.88 each per month
1 10.00 Based on \$10/month for 1 FTE
1 6.38 Based on DoIT rate of \$6.38 per connection for 1 FTE

Total of expenditure categories

125,980

Office of the Controller
B/A 1130, FY11
American Recovery and Reinvestment Act (ARRA)
Personnel Expenditures

Category 01

FY11	Administrative Service Officer 4	Grade 44	Step 10	Annual Salary	Add back 1.06% to	Adjusted	Annual	Total
				including 6% reduction	convert 6% reduction to furlough days*	annual salary	Fringe	
				96,442	102	96,544	23,234	119,778
								<u>119,778</u>

* Per Julia Teska, Budget Division

Note: NEBS does not have the classified position ARRA Reporting and Accountability Officer, so a position with the same grade was used for this payroll calculation.

Office of the Controller
B/A 1130, FY11
American Recovery and Reinvestment Act (ARRA)
Travel Expenditures

All amounts based on GSA rates

Out-of-State Travel

GL	Description	Cost	Days/Trips	FY11 Total
Based on 2 trips to Washington DC, 3 night stay				
6100	Lodging	270	6	1,621
6100	Per diem	71	8	568
6140	Parking @ \$14/day for 4 days each trip	14	8	112
6150	Airfare	550	2	1,100
6140	Mileage to airport @ .50 for 60 miles RT	30	2	60
Total out-of-state travel				3,461

In-State Travel

GL	Description	Cost	Days/Trips	FY11 Total
Based on 2 Las Vegas trips, 1 night stay				
6200	Las Vegas lodging	133	2	267
6200	Las Vegas per diem, 2 days each trip	71	4	284
6240	Parking @ \$14/day for 2 days each trip	14	4	56
6240	Mileage to airport @ .55 for 60 miles RT	33	2	66
6250	Airfare to Las Vegas, round trip	250	2	500
Based on 1 overnight Elko trip				
6200	Elko lodging	78	1	78
6200	Elko per diem, 1 trip for 2 days each	46	2	92
6210	Motor Pool rental (2 days @ \$26/day plus \$.17 for 642 miles RT)	161	1	161
Based on 1 overnight Ely trip				
6200	Ely lodging	78	1	78
6200	Elko per diem, 1 trip for 2 days each	46	2	92
6210	Motor Pool rental (2 days @ \$26/day plus \$.17 for 644 miles RT)	161	1	161
Total In-state travel				1,836

MINUTES OF THE AUGUST 3, 2009
MEETING OF THE
INTERIM FINANCE COMMITTEE
LEGISLATIVE COUNSEL BUREAU
Carson City, Nevada

Cochair Bernice Mathews called a regular meeting of the Interim Finance Committee (IFC) to order on August 3, 2009 at 9:40 a.m. in Room 4100 of the Legislative Building. The meeting was videoconferenced to the Grant Sawyer Office Building in Las Vegas and to Great Basin College in Elko. Exhibit A is the agenda, Exhibit B is the guest list, and Exhibit C is the meeting packet. All exhibits are available and on file at the Fiscal Analysis Division of the Legislative Counsel Bureau.

COMMITTEE MEMBERS PRESENT IN CARSON CITY:

Senator Bernice Mathews, Cochair
Assemblyman Bernie Anderson for Assemblywoman Barbara Buckley
Assemblyman Marcus Conklin
Assemblyman Pete Goicoechea
Assemblyman Tom Grady
Assemblyman James Settelmeyer for Assemblywoman Heidi Gansert
Assemblywoman Debbie Smith
Senator William J. Raggio
Senator Randolph Townsend

COMMITTEE MEMBERS PRESENT IN LAS VEGAS:

Senator Steven Horsford, Cochair
Assemblyman Morse Arberry Jr., Vice Chair
Assemblyman Moises (Mo) Denis
Assemblyman Joseph (Joe) P. Hardy
Assemblyman Joseph Hogan
Assemblywoman Marilyn Kirkpatrick for Assemblywoman Ellen Koivisto
Assemblywoman April Mastroluca for Assemblywoman Sheila Leslie
Assemblywoman Kathy McClain
Assemblyman John Ocegura
Senator Bob Coffin
Senator Joyce Woodhouse

COMMITTEE MEMBERS PRESENT IN ELKO:

Senator Dean Rhoads

20. **Department of Conservation and Natural Resources – Forestry Division – FY 2010** – Addition of \$400,000 in Federal United States Forest Service (USFS) Consolidated Payment Grant (CPG) 2007 funds, \$600,000 in Federal USFS CPG 2008 funds, \$100,000 in Federal USFS CPG 2005 funds and \$400,000 in Federal USFS CPG 2006 funds to establish FY 2010 authority in order to maintain fire protection efficiency and effectiveness on non-federal lands and promote stewardship for private lands by providing financial, technical and educational support for the enhancement and health of trees and other natural resources. Requires Interim Finance approval since the amount added to the Consolidated Payment Grant (CPG) 2008 category exceeds \$50,000. **Work Program #C15475**

Refer to motion for approval under Item C.

21. **Department of Conservation and Natural Resources – Forestry Division – FY 2010** – Addition of \$240,000 in Federal United States Forest Service (USFS) Fuels Reduction Grant funds to develop and maintain efficient and effective fire protection services through the Nevada Cooperative Fire Program. Requires Interim Finance approval since the amount added to the Fuels Reduction Grant category exceeds \$50,000. **Work Program #C15480**

Refer to motion for approval under Item C.

***E. REQUEST FOR ALLOCATION FROM THE IFC CONTINGENCY FUND (NRS 353.269).**

1. **OFFICE OF THE GOVERNOR** – Request for ~~\$281,177~~ **\$257,709** to comply with American Recovery and Reinvestment Act (ARRA) of 2009 reporting requirements (**revised by Budget Division on July 24, 2009**).

Mr. Clinger explained that Item E-1 was a request for an allocation from the IFC Contingency Fund in the amount of \$257,709 to hire an American Recovery and Reinvestment Act (ARRA) Coordinator within the Governor's Office, as well as an assistant for that position. The purpose of the request was to provide a single point of contact for the ARRA, and this person would also act as a liaison not only to the Governor, but the Legislature, the Interim Finance Committee's ARRA subcommittee, and the press. Mr. Clinger said the Coordinator would represent the state at ARRA meetings in Washington, D.C. with the Vice President and federal agencies; receive ongoing training on ARRA implementation and reporting requirements through various webinars, conference calls, conferences, and other methods; report back to the state agencies on the requirements; and coordinate training efforts with the agencies.

Mr. Clinger said the Coordinator would also assist state agencies with any ARRA issues and roadblocks encountered; assist with tracking grants and awards; coordinate training of state agencies and sub-recipients on reporting; track state agency reporting, including Section 1512 reporting to FederalReporting.gov, and other reports made

directly to state agencies; and ensure reconciliation agency data through Recovery.gov and the state's ARRA data system and website. This person would also act as a liaison to the technical committees on reporting and the website; and manage information for the state's website, including the Section 1512 reporting information, as well as the non-1512 information and non-financial information. This individual would coordinate information on agency web pages so that the state, agency, and federal websites would have the same consistent information; coordinate with and provide information to the Federal Recovery Accountability and Transparency Board; manage the coordinators of other task forces and other topics, such as Broadband and Health Information Technology. In addition, this person would work with local governments, sub-recipients, and national and state organizations on ARRA information and issues.

Continuing, Mr. Clinger said the ARRA Coordinator position was requested at a salary of \$125,783, which was 1.4 percent less than the other directors were making; it would essentially be a cabinet-level position. Once furloughs were implemented for the position, the salary would drop to approximately \$120,000. The Administrative Assistant position was requested at \$56,265, which was consistent with other unclassified Administrative Assistants. In addition to the requested positions, there were requests for in-state travel in the amount of \$5,724 and out-of-state travel of \$3,768. There were also various operating costs and \$50,000 to develop an ARRA tracking and reporting system. Mr. Clinger explained the system was not just a web page; it would track the ARRA awards given to any recipient in the state, not only to state agencies, but money that would flow outside of the state as well, in an attempt to capture all of the ARRA funds coming into the state; and track the quarterly reports under Section 1512 for all recipients. In addition to those requirements, consideration was being given to a GIS mapping system to see ARRA spending by county, city, congressional district, and state senate and assembly districts. In addition, the system would create and maintain a mechanism to download information from the Recovery.gov website to coordinate posting of that information on the state website and would maintain a data house of information that would serve the reporting requirements of all Nevada recipients of ARRA awards, elected officials, other governmental stakeholders and non-governmental organizations.

Assemblywoman Smith asked why the request was not made during the legislative session.

Mr. Clinger replied part of the reason was the ARRA was passed on February 17, which was after the Governor had completed his budget. Most of the ARRA guidelines did not come out until recently; the guidelines on the Section 1512 reporting requirements were not released until June 22. In addition, there was a lack of realization of what was going to be involved in tracking funds and coordinating information. He said early on it was thought these functions could be performed by representatives of the various departments, as well as representatives from the Governor's Office, but it became apparent through the process that individuals working part-time would simply not suffice to adequately maintain and coordinate the type of data that needed to be maintained.

Assemblywoman Smith said that on one hand, the duties appeared to be more than one job. On the other hand, she was concerned with the individual being at a salary level close to a department head. She thought the position seemed to be more of a technical person who would understand data; be able to provide technical assistance to the various agencies; collect that data; and make sure reporting requirements were being met. She asked Mr. Clinger if consideration had been given to housing the position in a more appropriate location, either in the Budget Office or in the Controller's Office, where that type of work was more commensurate with what it seemed to her the duties entailed.

Mr. Clinger said consideration was given to the idea of putting the position in the Budget Office, but that was not done because of the Governor's Office's ability to hire non-classified positions without going through the personnel process. The main reason for placing it in the Governor's Office was to expedite filling the position. He said the salary was set at the higher level because the margin of error for this person would be very small, as well as the requirement of the position to coordinate with all of the different department directors and local government entities at a very high level. The feeling was that the position should be at a high level to represent the entire state.

Assemblywoman Smith said she did not disagree with Mr. Clinger's statements. However, she was also concerned with the level of salary when other department heads were responsible for agencies with many employees, sometimes hundreds. She thought that issue should be determined by the Department of Personnel. She would be inclined to utilize an emergency hire if the position were placed in another agency. She would also recommend the position be placed in another agency that performed similar work that would be more appropriate, as well as being disconnected from the politics or day-to-day involvement with the provisions of ARRA.

Testifying from Elko, Senator Rhoads said he noticed the in-state travel did not include funds for rural Nevada; only travel to Las Vegas was designated.

Mr. Clinger said it was envisioned that the individual would have to travel over the entire state, but it was difficult to put together a travel plan for a new office. One trip a month to Las Vegas was estimated, but one could certainly be a trip to rural Nevada. The final budget would be determined once the position was in place.

Mr. Dale added that the request included approximately \$2,000 in each fiscal year for motor pool mileage, and it was envisioned that some of that vehicle travel would be to the rural areas.

Senator Horsford said he agreed with several of the questions raised by Assemblywoman Smith. He also believed that it was a critical position and one that the state should have for the purposes of reporting and compliance, adding that the position needed to be implemented in a manner that would ensure the most qualified and capable person would be recruited and hired, and that the individual be supported in a manner that ensured reporting and compliance were achieved. Senator Horsford said

he had distributed to Committee members an alternative proposal which outlined additional ways in which to accomplish this (Exhibit G).

First and foremost, Senator Horsford believed the position should be located in the Budget Office. Based on his preliminary research, he believed the position would be in line with a Budget Analyst V position within the Budget Office, which would be commensurate with other supervisory budget-level positions, based on the deliverables that the position must perform. At a grade 43 level, the salary would be between \$64,700 and \$97,500. Senator Horsford said the responsibilities would include making sure that data was collected from the various agencies and compliance reports were submitted. It was his understanding that reports were to be submitted to individual federal agencies, as well as to Recovery.gov, which was through the Office of Management and Budget (OMB), so there were multiple reporting requirements.

In addition to reporting and compliance, Senator Horsford believed there should be performance-related functions, because there were deliverables in the plans that the agencies had submitted that must be achieved in order for all of the dollars to ultimately come to Nevada. If the state failed to achieve a certain requirement based on a plan or missed a performance category in a reporting period, the next award would be in jeopardy, which would then put everything at risk. He strongly encouraged that as a component of the position, the responsibility of reporting on performance measurements be added, based on the ARRA requirements.

Senator Horsford hoped there would be some discussion concerning the suggestions in his document. Ultimately once the position was approved, whether it was located in the Budget Office or some other appropriate location, the accountability, compliance and performance reports should be submitted both to the Governor's Office and the IFC Subcommittee on Stimulus Oversight so that the Legislature would be aware of what was or was not being done.

Assemblyman Settelmeyer asked that since the reporting and accountability requirements were mandated by the American Recovery Act, if there was a possibility the funding could be considered a loan and then ultimately paid back to the state through the act.

Mr. Clinger said his office was investigating that possibility. There were two methods for recovering the costs, as outlined in a May 11 bulletin from the Office of Management and Budget. Mr. Clinger's office was looking at the potential of using billed services; the services for the office would be billed back where appropriate to the recipients of the ARRA grant funds, thereby paying back the allocation. Mr. Clinger did not believe the amount would be paid back in full; it would depend on whether the grant allowed administrative costs. He said there was a bill in Congress that essentially would have allowed administration costs in the ARRA grant funds, but he was not sure of the status of the bill. Currently there were ARRA grants that did not allow administrative costs. Mr. Clinger said it was his intent to use billed services to try to recoup as much as possible.

Assemblywoman Kirkpatrick said the reason the Stimulus Oversight Subcommittee was put in place was there were going to be so many different avenues. She asked Mr. Clinger what other states were doing; how soon the position would be filled; and if the individual would be responsible for reports that had already been filed over the past four months.

Mr. Clinger said he had looked at other states as far as new staff they were hiring to coordinate ARRA. Briefly, Arizona hired 4, Colorado hired 2.5, Florida 1, New York 1, Utah 1, Washington 1, Vermont 1, North Carolina 3, Michigan 2, and New Hampshire 5. Some states were using existing staff or a combination of existing and new staff, but several states were hiring all new staff. He said there were multiple locations for the offices, although typically they were in the governor's office or the budget and planning division.

Assemblywoman Kirkpatrick asked again how the reports that had already been filed would be provided to the Coordinator and how soon the position would be filled. She wondered if there was someone in mind.

Mr. Clinger replied there was no person in mind at this time. The first Section 1512 reports were due October 10, so it was the intent to fill the position in time to help coordinate those reports. Any reports that had been submitted directly to federal agencies would be reviewed after the fact to verify the information was accurate.

Assemblyman Hogan said it seemed to him that timing was critically important in this placement. There had been much discussion about the amount of time required to do appropriate recruiting and find the right persons. He noted that some of the states were using existing staff; he wondered if that could be explored quickly. There were tremendous reservoirs of serious experience in reporting systems and systems of accountability already existing in the Budget Office and the Controller's Office. He thought an interim team could be gathered to get the reports going before the crucial October date. If that were done to deal with the interim problem, it was possible that an excellent team of people who already knew the procedures, organizational structure, and operations of the state could be put in place, which would save time training a new person to understand how state government operated. He asked if there had been consideration of assembling a team of experts already on the payroll and, if not, whether it could be considered.

Mr. Clinger said an ARRA team was already in place, which met every Monday with representatives of the Governor's Office and the various state agencies. In addition to those meetings, meetings were held every other Monday in the Controller's Office with staff specifically dealing with the reporting requirements, along with representatives from the Budget Office and various state agencies. Mr. Clinger said those groups would be available to support the position, but it was critical to have one individual who would be accountable and responsible for not only the reporting activity, but the website and information to the public as well.

Assemblyman Hogan remarked that when the position description was reduced to an individual to provide oversight, which might be an accurate characterization of what was needed, it extended the proposition that perhaps the head of either the Budget Office or the Controller's Office could assume the responsibilities with the addition of one more staff member. He suggested there might be some economies available that would also provide for a fully expert team operating under an agency head who was already familiar with the problem. Having that structure in place raised the question of whether to spend the time for recruitment and training to set up a new entity in the Governor's office rather than use existing resources. If there were no serious reasons not to use existing resources, he thought it would be a good way to proceed and have the office together and responsibilities assigned in a much shorter period of time.

Cochair Mathews thanked Assemblyman Hogan for his remarks and Senator Horsford for his proposal. She liked the idea of placing the position in either the Budget Office or the Controller's Office rather than with the Governor or the Legislature. There were existing staff well versed in reports and budgets, and she did not see a need to hire someone else. She recommended the function be placed in the Budget Office; any individual to be hired would have multiple questions, and those questions could be readily answered in the Budget Office or the Controller's Office.

Mr. Clinger said he would lobby for the Budget Office. Part of the reporting requirements under Section 1512 was that the Governor would have to sign certain assurances that those reporting requirements would be met, and as an agency reporting directly to the Governor, it would be appropriate that the Budget Office would ensure compliance with the Section 1512 requirements.

Assemblywoman Smith asked if the position was hired in the Budget Office, whether it could be filled through the same emergency procedures discussed earlier, and then the position could go through the personnel classification process.

Mr. Clinger said it could, although Senator Horsford's recommendations negated the necessity to create a new classification since the Budget Analyst V classification already existed.

Mr. Ghiggeri noted that an Executive Assistant position was also requested. He questioned whether the Committee wanted a new clerical position in the Budget Division or if the Budget Division could absorb the additional assignments. There was also equipment and travel included in the request, and he asked if the Committee wanted to approve those items as submitted or if the Committee wanted to make adjustments.

Cochair Mathews remarked the Budget Office was already busy, and in light of that fact, she believed an administrator and assistant should be hired. That was her opinion; she welcomed further comments.

Assemblyman Conklin asked if the Cochair was suggesting that the position be located in the Budget Office, along with an Administrative Assistant.

Cochair Mathews said her intent was not that the position necessarily be located in the Budget Office; whether it was located in the Budget Office or the Controller's Office, she believed a support position would be needed.

Assemblyman Conklin said his only concern was with the Budget Analyst V position's salary range, considering the many tasks required. The job description included such activities as real time measurements for state agencies, including multiplier effects and some economic analysis. He was skeptical that a candidate could be found for the position at a Budget Analyst V level. It might be possible since the economy was down, but the question would be whether that person could be retained for three years as the economy began to improve.

Cochair Mathews commented Assemblyman Conklin had made a good point.

Assemblywoman Smith speculated that equipment and operating costs could be reduced, since the position would be housed in existing offices and excess equipment and furniture should be available from positions that had been eliminated.

Assemblyman Anderson questioned if the position was going to be moved to Mr. Clinger's office, whether all of the proposed monies allocated to this particular budget would be moved to his office. He asked if the funding would be sufficient to cover the expenses of the additional responsibility.

Mr. Ghiggeri said the request as presented and approved by the Board of Examiners provided for an ARRA Reporting Officer and Executive Assistant. There had been discussion concerning a Budget Analyst V, which was one position, and whether the Committee wanted to have clerical support for that position. He said both of those positions would be funded at a lesser amount than what was recommended by the Board of Examiners, so the dollar amount of \$257,709 would be reduced based upon calculations that would have to be made following the meeting.

He said in whatever motion was made, staff would like to have the flexibility to work with the Budget Division to arrive at a dollar amount for a Budget Analyst V, clerical assistance, equipment, and other expenses. The Committee should also be aware that included in the budget was \$50,000 for preliminary work, which would result in an additional IFC allocation request at a future meeting.

Assemblyman Anderson asked if those additional dollars would be true through 2011 even if the Committee adopted the budget as it was presented initially.

Mr. Ghiggeri replied the amount would probably be somewhat less for 2011. The unknown amount was the cost of developing the website and all of the reporting software.

Cochair Mathews asked for further comments.

Senator Raggio asked if it was advisable that the position be a classified position. He had some concern with that, particularly considering the special nature of the position and if the performance was inadequate. He stressed that the position was very important and would require superior performance to remain in compliance. It was known that trying to remove a person from a classified position was difficult. He was skeptical that the position should be classified, but he would defer to Mr. Clinger.

Mr. Clinger said he did not disagree. If he had the ability to do it, he would have initially requested the position be an unclassified position within the Budget Division. However, based on past experience in dealing with positions in the interim, it was his understanding that a new unclassified position could not be requested; the position would have to already exist in the unclassified pay bill. He agreed with Senator Raggio's observation that there were challenges with a classified position because there were certain job functions that the position must perform to be in that classification. The position would actually become a Budget Analyst with additional duties. This position would not only have to perform regular Budget Analyst duties, although at a much lower scale than the current analysts, it would have to take on the additional responsibilities of ARRA to make it work within the classified system.

Senator Raggio asked if Mr. Clinger was saying that it was not legal or feasible to make it an unclassified position. He asked if it would be a non-classified position in the Governor's Office, and Mr. Clinger replied he was correct.

Senator Raggio reiterated that he was nervous about the position being classified, since it was a very important position. He indicated that no one had suggested that he voice his concerns; they were his own opinions.

Senator Horsford said that because it was such an important position, it was essential that there be formal qualifications for the position. The accounting background, administrative skills, understanding of federal OMB requirements, as well as the federal ARRA requirements, were very important skill sets. He understood that the Governor had the prerogative to appoint anyone without regard to qualifications, but this matter was about the state's interest and ensuring that the state would be in compliance with federal dollars which, if not managed properly, the state could be on the hook for and/or lose. He believed it was more important to follow the process through the Budget Office or the Controller's Office in the classified system that would guarantee that the individual hired had the basic qualifications to do the job. Senator Horsford said he was very clear on the difference between a classified and unclassified position, and he believed that based on the state's interest, it was necessary to move in the other direction.

Continuing, Senator Horsford said there was a separate request for \$50,000 for the development of a system, which he had been told the Controller's Office might already have or could be modified. The person hired would not develop the performance benchmarks; he would establish a system for those performance measurements to be captured and reported. He stressed the importance of having the right leader in place who would know how to use the resources available to perform the job and the job functions.

~~SENATOR HORSFORD MADE A MOTION TO RECOMMEND THE~~
~~POSITION AS DESCRIBED IN THE BUDGET OFFICE~~
~~OFFICE WITH THE SPECIFICATIONS AS LISTED, IN THE EVENT~~
THE BUDGET DIRECTOR BELIEVED IT SHOULD BE
UNCLASSIFIED AND DID NOT WANT THE POSITION IN THE
BUDGET OFFICE.

~~THE MOTION WAS SECOND BY ASSEMBLYMAN SMITH.~~

Senator Horsford added that the Controller's staff would work with the Fiscal Division staff on any necessary operating expenses. Also, he would support the additional Administrative Assistant position if it was actually necessary, but that it be at a level warranted and if there were adequate resources.

Cochair Mathews asked Senator Horsford to clarify that the intent of the motion was to place the position in either the Budget Office or the Controller's Office.

Senator Horsford replied he would recommend that it be placed in the Controller's Office, since he understood from the Budget Director that there may be some dispute as to whether it should be an unclassified position in the Governor's Office, and he would not want to place the Budget Director in a compromising position based upon who he reports to. Senator Horsford said he believed the Controller had a role as far as coordination and payment of bills, and therefore placement of the position in that office would be more than adequate.

Mr. Clinger, clarifying his earlier response, said that a classified position would work if that was the desire of the Committee. He believed it was important that the individual be under the Governor at some level, since the Governor was ultimately the official responsible for the Section 1512 reporting requirements. In addition, earlier comments had been made that the position may require someone with an economic background, and there were presently two economists on staff in the Budget Office. Therefore, the positions were already in place to support the new position with regard to the other functions.

Assemblyman Goicoechea said that regardless of whether the position was classified or unclassified, it would need to be placed in the Budget Office. The Governor had signed the certification for the ARRA funds, and Assemblyman Goicoechea believed placing

the position in the Controller's Office and removing the Governor's Office from the process would not be appropriate. He recommended amending the motion to place the position in the Budget Office as a classified position, with support staffing and travel and operating funds.

Cochair Mathews stated there was a motion on the floor. Assemblyman Goicoechea was suggesting that the correct placement of the position would be in the Budget Office, and she asked Senator Horsford if he would be amenable to amending his motion. She added there would be more discussion to follow.

Assemblyman Goicoechea asked Senator Horsford if he would consider a friendly amendment to his motion.

Senator Horsford replied that had been his original proposal, but based on the discussion that had just ensued, it sounded like there was not full agreement. He said he would not agree to the friendly amendment at this time.

Cochair Mathews again indicated there would be further discussion and called on Senator Raggio to speak.

Senator Raggio recalled he had asked the question about whether the position should be an unclassified or classified position; he was not speaking for Mr. Clinger. He said he would not support the motion if the position was to be placed in the Controller's Office. He stated that it would be unfortunate for the issue to involve personalities. The Governor was the official who had to sign all certifications, and Senator Raggio said he would be hesitant if he were the Governor to sign the certifications if he did not have control over the process at some level. He reiterated that he would vote against the motion unless the position was placed in the Budget Office.

Senator Horsford said he was still comfortable with his motion as stated and would not accept the friendly motion.

Assemblywoman Smith indicated she did not see the decision as a personality issue. She believed it was a decision to place the position where the individual could best function and, quite frankly, if the state failed to fulfill the reporting or other ARRA requirements, the citizens of the state would see state government as failing; they would not blame one particular office. She said it was incumbent on the Committee to ensure the work was done and that it was done properly and reported correctly. She saw the issue as an opportunity for cooperation among offices that would have to take place; every single agency was going to have to work together to complete the process, from the Governor's Office to every agency that the Governor's Office oversaw to the other elected offices. She reiterated that it was an opportunity for everyone to work together to place the position in a location where the accounting experience would be very valuable. In her conversations with the State Controller, Assemblywoman Smith said Ms. Wallin had spent a great deal of time working on the issue and was very knowledgeable, as was the Budget Office.

Assemblyman Conklin said he agreed with Assemblywoman Smith. The Governor's Office and Administration had put the plans together and requested the funds under certain conditions and promises and had the job to dutifully proceed based on those plans. He noted that this was seen in all types of government and business, with one department responsible for executing and another responsible for auditing. Very rarely would the same office be responsible for all functions. He said that in this case, having some separation of powers and having a watchful eye separate from the executing entity would probably be prudent. Assemblyman Conklin concurred with Assemblywoman Smith that everyone should be working together to ensure that the reporting would be accurate and some sort of oversight existed at all levels. He would support the existing motion.

Cochair Mathews called for the end of discussion and a roll call vote.

~~XXXXXXXXXXXX~~
(Senator Raggio, Senator Rhoads and Senator Townsend voted nay.
Assemblyman Goicoechea, Assemblyman Grady, Assemblyman
Hardy and Assemblyman Settlemeyer voted nay.)

Assemblywoman Smith clarified that the staff would have authority to adjust the salaries for both positions.

Cochair Mathews added that the total amount for travel would be reviewed as well.

2. OFFICE OF THE GOVERNOR – Request for \$251,220 to fund a project manager to coordinate statewide ARRA health information technology planning with stakeholders and write applications for competitive ARRA information technology grants **(received from Budget Division on July 24, 2009).**

Mr. Clinger explained Item E-2 was a request from the IFC Contingency Fund for \$251,220 to hire a health information technology project manager to manage the health information technology aspect of the American Recovery and Reinvestment Act, as well as to provide funding for a grant writing component to hire outside grant writers for the health information technology grant. He said the health information technology grant application would be complex and costly to write; the application would include multiple components, planning, health information exchange, implementation, as well as education components and potential grant or loan funds. Mr. Clinger said it appeared likely that the state would be asked to prepare one grant application for two phases of work, both planning and implementation, which would require upfront work to write the implementation portions of the grant proposal. It was also anticipated that the application turnaround time would be extremely short.

Assemblywoman Smith said she was curious why the position would not exist within the Department of Health and Human Services (DHHS). The relationships were there, as

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

#18



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us/>

Date: May 25, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Janet Murphy, Budget Analyst V
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Interim Finance Committee meeting. An analysis of the action item and recommendation is also provided. A copy has been submitted for placement on the agenda of the next Board of Examiners' meeting, if applicable.

Controller's Office

Nature of the Request

The State Controller requests an allocation from the Interim Finance Committee Contingency Fund of \$86,268 to fund the Chief Accountant for Debt Collection. General Fund appropriations supporting this position were eliminated pursuant to A.B. 6 of the 26th Legislative Special Session.

Recommendation

The request is recommended for approval.

REVIEWED: _____
ACTION ITEM: 609

KIM R. WALLIN,
CMA, CFM, CPA
State Controller

MARK TAYLOR
Assistant Controller

STATE OF NEVADA



KAREN HOPPE
Chief Deputy Controller

ALEX ECHO
Data Processing Manager

OFFICE OF THE
STATE CONTROLLER

MEMORANDUM

May 6, 2010

TO: Board of Examiners

FROM: Kim R. Wallin *KRW*
State Controller

SUBJECT: Request for Allocation from the Interim Finance Committee (IFC) Contingency Fund

Pursuant to NRS 353.268, the Office of the State Controller requests an allocation of \$86,268 from the Interim Finance Contingency Fund. As a result of AB 6 of the 26th Legislative Special Session funding for four positions was cut from budget 1130 for FY11. This request for an allocation of \$86,268 will restore one of those positions, the Chief Accountant for debt collection (PCN 0006), for FY11. With the approval of the Board of Examiners, I plan to present this request at the June Interim Finance Committee meeting.

I believe that restoring this position will be more than paid for by the increased debt collections that can be realized. Because of the passage of AB87 during the 2009 Legislative Session, my office is receiving a significantly greater volume of past due debts from state agencies for collection proceedings. Additionally, the 26th Legislative Special Session put a greater emphasis on collecting money, and as a result we are more than two months behind in our collection work. My existing staff simply cannot keep up with the increased workload, and opportunities for collection are being lost because of this vacant position. The Chief Accountant position must be filled to keep up with the demand. Furthermore, our office was granted funding in FY10 for a contract to build an XBRL computer system for the debt collection section, but its efficiencies will not be fully realized without an experienced manager to direct the section.

Attached to this memorandum are schedules which support this request for \$86,268. Please contact my office if any further documentation is required.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896

Nevada Legislature 26th Special Session
Excerpts from
Assembly Bill No. 6—Committee of the Whole

AN ACT relating to governmental financial administration; revising certain appropriations from the State General Fund for the support of the civil government of the State of Nevada; authorizing expenditures by certain agencies and entities of the State Government; providing for the transfer of certain appropriated money to the next fiscal year; requiring the Clean Water Coalition to transfer certain money to the State Controller for deposit in the State General Fund; increasing fees imposed for certain filings or registrations made with the Office of the Secretary of State; revising provisions relating to foreclosure of real property; revising provisions relating to the use of money in the Account for Common-Interest Communities and Condominium Hotels; increasing certain administrative assessments imposed against persons who commit certain crimes; authorizing the Department of Corrections to adopt regulations to allow the Department to deduct money credited to the Offenders' Store Fund for certain purposes and to impose a charge on purchases of electronic devices; providing for the temporary transfer of certain lobbyist registration fees; increasing certain fees charged by the State Registrar; authorizing the Department of Wildlife to use fees collected for processing applications for tags for certain additional purposes; imposing an additional fee for filing certain affidavits relating to mining claims; reducing the basic support guarantees of school districts for purposes of apportionments from the State Distributive School Account; requiring the Department of Taxation to allow for the payment of delinquent taxes, fees or assessments without a penalty for a limited period in certain circumstances; requiring the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns; providing for the use of money from an award from the Temporary Assistance for Needy Families Emergency Contingency funds; making appropriations; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT
AS FOLLOWS:

Section 1. The following reductions are hereby made to the appropriations from the State General Fund made pursuant to chapter 388, Statutes of Nevada 2009, at page 2105, for the support of the Government of the State of Nevada for the fiscal years beginning July 1, 2009, and ending June 30, 2010, and beginning July 1, 2010, and ending June 30, 2011:

	2009-2010	2010-2011
25. Office of State Controller	\$146,106	\$398,758

Office of the Controller
B/A 1130, FY11
Chief Accountant for Debt Collection Costs

GL	Revenue
4554	Transfer from IFC Contingency

FY 11 Amount
86,268

Category 01 PERSONNEL

86,268

Per NEBS130 Position Detail Report. Please reference PCN 0006, Chief Accountant. This report shows the position funding that was removed during the 26th Special Session for four positions, including this one.

Note: The NEBS130 Position Detail Report includes the salary reduction for furlough days.

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NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

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DEPARTMENT OF ADMINISTRATION

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Date: May 13, 2010

To: Stephanie Day, Deputy Director
Department of Administration

Through: Julia Teska, Budget Analyst V
Budget and Planning Division

From: Robin Hager, Budget Analyst IV
Budget and Planning Division

Subject: BOARD OF EXAMINER'S **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiner's meeting. An analysis of the action item and recommendation is also provided.

SECRETARY OF STATE'S OFFICE (SOS)
SECRETARY OF STATE (B/A 101-1050)

The Secretary of State's Office is requesting approximately \$4.55 million appropriated under Assembly Bill 146, section 45.5.1 of the 2009 Legislature to develop and implement a State Business Portal to facilitate transactions between businesses and state agencies.

Nature of the Request

Assembly Bill 146, section 45.5.1 of the 2009 Legislature appropriated \$6,520,349 in State General Funds to develop a state business portal. The money appropriated in the bill may only be allocated by the Interim Finance Committee upon submittal of a detailed plan and budget developed by the Secretary of State's Office. At the September 2009 IFC meeting, the Secretary of State requested \$1,968,010 for the preliminary budget for the business portal which consisted primarily of three new positions, funding for contract services to modify the existing e-SOS system to accept business license fees and for the design and development of the business portal, and for credit card fees.

The Secretary of State's Office is now requesting the remaining balance of \$4,552,339 to finalize a contract which will establish the business portal's infrastructure and architecture as well as fund sixty hours of proposed regulation review by the Legislative Counsel Bureau.

Recommendation

The Department recommends approving the request.

REVIEWED: _____

ACTION ITEM: _____

COH

**Secretary of State
Business Portal - Spending Plan
FY 2011**

AB146 appropriation	\$6,520,349
less amount from work program #C15481	\$1,968,010

AB146 available after work program #C15481	\$4,552,339
Balance Forward from work program #C18081	\$956,845
 State Business Portal available	 <u>\$5,509,184</u>

Personnel Services

IT Manager 1, 7.904, grade 41-9	\$120,000
IT Professional 3, 7.925, grade 39-9	\$99,152
IT Professional 3, 7.925, grade 39-9	\$99,152
Overtime	\$10,000

Total Personnel Services

\$328,304

\$190,163 WP #18081

\$138,141 WP #18117

Associated Position CostsOut-of-State Travel

Required Training for 2 FTE's

Per Diem

Meals: 1 week @ \$71 per day

\$710

Lodgings: 1 week @ \$149 + 20% taxes

\$1,788

Public Transportation: shuttle server @ \$35 one-way

\$140

Mileage: 65 miles @ \$.50

\$65

Airfare: \$300

\$600

\$3,303

In-State Travel

Required for travel to Las Vegas - 6 one-day trips to meet with partner agencies, contractor staff.

Per Diem

Meals/Incidentals: @ \$71 per day

\$426

Motor Pool: \$25 per day and 60 miles per day @ \$.16 per mile

\$208

Parking: \$12 per day

\$72

Mileage: 65 miles @ \$.50

\$195

Airfare: \$200

\$1,200

\$2,101

Operating

Voice-Mail: 12 months @ \$4.05 per month for 3 staff

\$146

State Phone Line: 12 months @ \$11.16 per for 3 staff

\$402

Training Registration: \$1,500 for 2 staff

\$3,000

\$3,548

Equipment and Software

Telephones - 3 @ \$450

\$1,350

3 Secretarial Desk Sets - 3 @ \$1,800

\$5,400

3 desktop PC's @ \$1,225

\$3,675

3 Microsoft Office Suite @ \$315

\$945

3 Anti-Virus Software @ \$51

\$153

\$11,523

Information Services

E-mail Services - 3 @ \$3.57 per month

\$129

\$129

Total Associated Position Costs

\$20,604

\$20,604 WP #18081

Contract Services - systems analysis and development.

Systems analysis and development for modification of existing

e-SOS system to accept business license fees; Business Portal

requirements, design, development

\$5,157,276

\$746,078 WP #18081

\$4,411,198 WP #18117

Professional Services - LCB Review 60 hours @ \$50

\$3,000

\$3,000

\$3,000 WP #18117

Total Projected Expenditures**\$5,509,184**

\$956,845 WP #18081

\$4,552,339 WP #18117

\$5,509,184

NRS 353.268 Recommendation by State Board of Examiners for allocation from Contingency Fund.

1. When any state agency or officer, at a time when the Legislature is not in session, finds that circumstances for which the Legislature has made no other provision require an expenditure during the biennium of money in excess of the amount appropriated by the Legislature for the biennium for the support of that agency or officer, or for any program, including the State Distributive School Account in the State General Fund, the agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

2. The State Board of Examiners shall consider the request, may require from the requester such additional information as they deem appropriate, and shall, if it finds that an allocation should be made, recommend the amount of the allocation to the Interim Finance Committee for its independent evaluation and action. The Interim Finance Committee is not bound to follow the recommendation of the State Board of Examiners.

(Added to NRS by 1969, 1016; A 1971, 879; 1987, 417)

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Date: May 20, 2010

To: Stephanie Day, Deputy Director
Department of Administration

Through: Julia Teska, Budget Analyst V
Budget and Planning Division

From: Robin Hager, Budget Analyst IV
Budget and Planning Division

Subject: BOARD OF EXAMINER'S **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiner's meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
DIRECTOR'S OFFICE - ADMINISTRATION (B/A 101-3150)**

The DHHS Director's Office is requesting an extension to the reversion date of the Contingency Fund Allocation for the Health Information Technology (HIT) Blue Ribbon Panel approved at the August 28, 2009 Interim Finance Committee meeting.

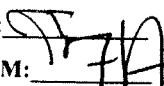
Nature of the Request

At the August 28, 2009 Interim Finance Committee meeting, \$234,574 was allocated from the Contingency Fund to the DHHS Director's Office to cover unforeseen expenses relating to the costs of adding a project manager to coordinate statewide planning for health information technology and to write applications for competitive grants associated with the American Recovery and Reinvestment Act of 2009.

The resolution allocating the \$234,574 currently states that "any remaining balance of this allocation must not be committed for expenditure after June 30, 2010..." The Director's Office is requesting to extend the reversion date to June 30, 2011 in order to continue to use the funding for the purpose it was given and to use the funding as a required match against the federal Health Information Technology grant award.

Recommendation

The Department recommends approving the request.

REVIEWED:	
ACTION ITEM:	



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200
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(775) 684-0222
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<http://www.budget.state.nv.us/>

Date: May 19, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget and Planning Division

A handwritten signature in cursive script, appearing to read "Katrina Nielsen", written over the printed name and title.

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting, anticipated to be June 8, 2010. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF CULTURAL AFFAIRS (DCA)

**REQUEST FOR REVISION TO THE STATE ADMINISTRATIVE MANUAL -
CHAPTER 0400, RECORDS**

The Department of Cultural Affairs is requesting approval of revisions proposed for obsolete sections of Chapter 0400 of the State Administrative Manual. Specifically, revisions have been made to 0402.0, Agency Responsibility for Records; 0406.0, Electronic Records; 0408.0, Electronic Imaging; 0409.0, Electronic Records Committee; 0410.0, CD ROM Records; 0412.0, Archives & Records, State Library and Archives.

Nature of the Request:

Revisions are required to Chapter 0400, Records, due to policy and procedural changes that have occurred making this chapter obsolete.

The Records Officer duties will only be an additional duty of whoever is assigned this task. The majority or preponderance of this person's duties will still be in whatever classification they are assigned. This information has been confirmed with DCA's Personnel Analyst.

Chapter 0400 revisions are in compliance with the following statutes:

NRS Chapter 239, Public Records

NAC Chapter 239, Public Records

NRS 281.180, Record of official acts of person taking acknowledgments; liability and penalty.

NRS 281.190, Unlawful withholding or destruction of records; penalties

NRS 281A.400, General requirements; exceptions.

NRS 378.250, Archival material of historical value; disposition; expenditure of donated money.

NRS 378.255, Management and retention of records; recovery of records.

NRS 378.260, Agreement to maintain material of Secretary of State in archives.

NRS 603.080, Owner of program or data may institute civil action; order of court.

NRS 603.090, Civil remedies under NRS 603.010 to 603.090, inclusive, not exclusive.

Recommendation:

Recommend approval.

REVIEWED: W

ACTION ITEM: 8



JIM GIBBONS
Governor

MICHAEL E. FISCHER
Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
716 N. Carson Street, Suite B
Carson City, Nevada 89701
(775) 687-8393 Fax (775) 684-5446
<http://www.nevadaculture.org/>

DIVISIONS
Historic Preservation
Library and Archives
Museums and History
Nevada Arts Council

RECEIVED
MAY 19 2010
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

May 19, 2010

Memorandum

To: Katrina Nielsen, Budget Analyst
Department of Administration, Budget Division

From: Michael E. Fischer, Director
Department of Cultural Affairs 

Cc: Mark Costa, ASO IV

Subject: Request to change SAM – State Administrative Manual, Chapter 0400 (Re-submission of April 21, 2010 request)

The Department of Cultural Affairs is requesting revisions be made to the State Administrative Manual (SAM), Chapter 0400 because this chapter is now obsolete due to policy and procedural changes. Below is an overview of these changes.

AGENCY RESPONSIBILITY FOR RECORDS 0402.0

NAC 239.700 requires each agency to appoint a Records Officer (RO); however, the responsibilities of the RO are not defined in NAC or in SAM. SAM defines the records management responsibilities for the head of an agency, but does not mention the appointment of an RO. This SAM revision refines the head of the agency's records management responsibilities to appoint an RO to oversee the records management duties of the agency.

ELECTRONIC RECORDS 0406.0

This section was replaced with current policies and procedures approved by the Electronic Records Committee and the adopted by the NSLA Administrator, with authority under NRS 378.255.

0408.0 - ELECTRONIC IMAGING MAIL

Electronic Imaging was deleted, policies regarding imaging are now included in Electronic Records 0406.0. This section was replaced by the policy on email that was approved in 2003 and updated in 2008 and the adopted by the NSLA Administrator, with authority under NRS 378.255.

0409.0 - ELECTRONIC RECORDS COMMITTEE

This section was revised to reflect the current authority and title of the committee.

~~0410.0 - CD ROM RECORDS~~

This section was deleted. A new policy is currently being written and will be added to SAM next year.

~~0412.0 - ARCHIVES AND RECORDS, STATE LIBRARY AND ARCHIVES~~

This section was deleted. The section is redundant and no longer serves any purpose for the agency.

Attachments

RECORDS Chapter 0400

CHAPTER CONTENTS

- 0402.0 - Agency Responsibility for Records
- 0404.0 - Records Under Custody of the Secretary of State
- 0406.0 - Electronic Records
- 0408.0 - Electronic Imaging Mail
- 0409.0 - Electronic Records Committee
- 0410.0 - ~~CD-ROM Records~~
- 0412.0 - ~~Archives and Records, State Library and Archives~~

RECORDS 0400

AGENCY RESPONSIBILITY FOR RECORDS 0402.0

- ~~1. The head of each agency must make, receive and preserve records containing adequate and proper documentation of the organization, functions, policies, decisions, procedures and essential transactions of the agency. He/She is responsible and shall be held accountable to provide for effective controls over the creation, use, maintenance, security, distribution and disposition of these records by establishing a records management program.~~
- ~~2. The head of each State agency shall take the following actions to establish and maintain the agency's records management program:~~
 - ~~A. Issue a directive establishing program objectives, responsibilities, authorities, standards, guidelines and instructions.~~
 - ~~B. Control the creation, maintenance, use and distribution of agency records and information to ensure that the agency:~~
 - ~~1) Does not accumulate unnecessary records or gather data that do not pertain to the function of the agency;~~
 - ~~2) Adheres to a records retention and disposition schedule as mandated by NRS §239.080 and NAC 239.710 to 239.720;~~
 - ~~3) Does not create information system forms and reports that collect information inefficiently or unnecessarily;~~
 - ~~4) Annually review all existing forms and reports to determine if they need to be improved or dispensed with;~~
 - ~~5) Design forms for computer data entry or information gathering that are easy to complete, read, transmit, process, retrieve and does not gather information that does not pertain to the functions of the agency;~~
 - ~~6) Eliminates unnecessary reports, designs reports for ease of use, deletes information on reports which is not needed, and limit distribution of reports to reduce cost;~~
 - ~~7) Maintains its records in a cost effective format, which allows for the rapid retrieval and protection of the information;~~

- ~~8) Provides for the security of electronic records consistent with the security and disaster recovery standards and procedures established by the Department of Information Technology;~~
 - ~~9) Establishes a written organized filing system which is standardized for all branches of the agency, provides for the supplies, personnel and equipment to properly run the filing system, and provides for an ongoing training program for staff in the use of the filing system;~~
 - ~~10) Provides for the transfer of records to the State Archives of historically valuable information in accordance with NRS §239.080, §239.090, §378.250 and NAC §239.760, and~~
 - ~~11) Establishes written procedures for the proper access or denial of access to the public or other governmental agencies of records which have been declared by law to be confidential.~~
- ~~3. Prior to the creation of electronic records, the head of each State agency must:~~
- ~~A. Consult with the Department of Information Technology on the implementation of its strategic plan for information resources and information technology, the purchase and implementation of hardware and software, and the establishment of security and training programs consistent with NRS §242;~~
 - ~~B. Work with the State Records Management program of the Nevada State Library and Archives (NSLA) to ensure the proper use, maintenance, retention, preservation and disposal of that record, and to implement the procedures outlined in NRS Chapters 239 and 378, and NAC Chapter 239;~~
 - ~~C. Establish a records retention and disposition schedule for the record series to be created, in accordance with NRS §239.080, NRS §378.255(3)(7), and NAC §239.710 to §239.720; and~~
 - ~~D. Create a migration strategy and include this in a written plan for implementation to ensure that the information will be transferable to another format.~~
- ~~4. The head of each State agency must establish and be responsible and accountable for the implementation of written safeguards against the unlawful removal, misuse, damage, alteration, destruction or loss of records. An ongoing training program to teach staff in safeguarding records must be established. The training program must include:~~
- ~~A. That records in the legal custody of the agency are not to be compromised or destroyed except in accordance with NRS §239.080 and NAC 239.715 to 239.722; and~~
 - ~~B. That penalties are provided in law for the unlawful removal, misuse, damage, alteration, destruction or loss of records as provided by NRS §205.4765 to §205.481, NRS §239.010 to §239.012, NRS §239.080 to §239.085, NRS §239.300 to §239.330, NRS §378.255(9)(a), NRS §281.180 to §281.190 and NRS §603.080 to §603.090.~~
- ~~5. The head of each State agency must ensure that records are protected from the unlawful removal, misuse, damage, alteration, destruction or loss. The head of each State agency must inform the Attorney General of any actual, impending or threatened unlawful act regarding records in the legal custody of an agency of which he/she is the head that comes to his/her attention. With the assistance of the Attorney General and the Assistant Administrator for Archives and Records, he/she shall initiate action as provided by NRS §378.255(9) to recover records that he/she knows or has reason to believe were unlawfully removed from~~

- his/her agency.
- ~~6. The head of each State agency shall take all measures possible to protect the records in his/her legal custody from a natural or other disaster. He/She shall be responsible and held accountable to procure the proper supplies, equipment and personnel to protect the records in his/her legal custody. If any damage comes to the records, this must be reported to the Assistant Administrator for Archives and Records. The Assistant Administrator for Archives and Records, as provided by NRS §378.255(6)(7), shall provide advice and all help possible in saving or restoring damaged records.~~
 - ~~7. As part of the Emergency Management Plan required by the Division of Emergency Management of the Department of Public Safety, and as allowed by NRS §378.255(6) in cooperation with the State Archivist, the head of each State agency must prepare a disaster recovery plan for the records in the legal custody of the agency. The disaster recovery plan must include measures staff will take to recover records, regardless of physical format, after a disaster has occurred. The disaster recovery plan must provide for:
 - ~~A. A list of vital records, in order of importance, at which efforts will be directed to protect and recover;~~
 - ~~B. A list of staff assigned responsibilities and duties to be carried out in case of an emergency;~~
 - ~~C. A list of vendors capable of rendering help in emergency. For electronic records, agencies must follow the standards established by the Department of Information Technology;~~
 - ~~D. A list of equipment and supplies, with the location of each, which are to be used by staff in the recovery of records damaged or threatened by a disaster, and~~
 - ~~E. An ongoing training program for staff in disaster preparedness and recovery of damaged or threatened records.~~~~
 - ~~8. "Officially Filed" means that records have been placed in the legal custody, care and keeping of a State agency.~~
 - ~~9. Records that have been officially filed with a State agency are subject to the provisions found in NRS Chapter §239 and NAC Chapter 239 and must be inventoried, appraised and included on a records retention schedule.
 - ~~A. When such records are transferred to the State Archives, legal custody is transferred to the State Archives as provided in NRS Chapter §378.~~
 - ~~B. If an approved records retention schedule provides for the destruction of such records, they may be destroyed subject to NAC 239.722.~~~~
 - ~~10. If any agency in the regular course of business, has kept, received or made any official State record, and in the regular course of business has caused the same to be recorded, copied, reproduced on any photographic, Photostat, microfilm, micro-card, miniature photographic, computer or other electronic recording, optical media, audio or audio-visual media, or any durable medium for so reproducing the original, the original may be destroyed in the regular course of business unless prohibited by law. The duplicate of such a record shall be deemed to be the original, and must be retained according to an approved records retention schedule.~~

The head of each agency is responsible for establishing an agency-wide records management program. The responsibilities of this program are to maintain and preserve the official state records of the agency, in accordance with the records retention schedules established for the agency. NRS 230.080

The head of the agency shall issue a directive establishing the records management program objectives, responsibilities, authorities, standards, guidelines, and instructions.

The head of the agency shall appoint an agency Records Officer (RO) to oversee the operations of the agency records management program. In the absence of the head of the agency appointing an RO, the head of the agency shall oversee the program.

- 1) The RO of each State agency shall take the following actions to establish and maintain the agency's records management program:
 - a) Ensure the agency does not accumulate any unnecessary records or gather data that do not pertain to the function of the agency.
 - b) Oversee the agency adherence to approved agency Records Disposition Authorizations (RDA). NRS 239.080, SAM 2018.0
 - c) Manage a cost-effective reports management program by ensuring the designs of existing reports is efficient and practical, eliminating unnecessary reports, and ensuring the reports are distributed in a timely and economical manner.
 - d) Maintain agency records in a cost-effective format that allows for the rapid retrieval and protection of the information.
 - e) Provide for the security of electronic records consistent with established security and disaster recovery standards and procedures.
 - f) Establish a documented, agency-wide filing system. The agency filing manual shall include standards for filing supplies and equipment and standards for filing procedures.
 - g) Establish routine transfer procedures of inactive records to the State Records Center.
 - h) Establish routine transfer procedures of historically valuable records to the State Archives in accordance with NRS §239.080, §239.090, §378.250 and NAC §239.760.
- 2) The RO of each State agency shall take the following actions to oversee public access to agency public records, in accordance with NRS Chapter 239.
 - a) Establish written procedures for the proper access to the public records.
 - b) Identify the records which have been declared by law to be confidential and are therefore exempt from public access. Establish written procedures for the denial of access to these confidential records.
- 3) The RO of each State agency shall take the following actions to oversee the management of agency records in electronic format:
 - a) Consult with the Records Management program of the Nevada State Library and Archives (NSLA) to ensure the proper use, maintenance, retention, preservation and disposal of all official records in electronic format.
 - b) Apply approved records disposition authorizations (RDA) to all official records in electronic format to ensure that the records are preserved and maintained and remain accessible for their designated retention period. NRS 239.080, SAM 2018.0
 - c) Ensure the electronic document management systems have the capability to remove – delete and purge – records as the requirements of particular RDA demand.

- d) Establish policies and procedures to ensure that an official electronic record and any software, hardware, and/or documentation, including maintenance documentation, required to retrieve and read the electronic state record are retained as long as the recordkeeping system is operational.
 - e) If the technology is upgraded to the new system, ensure a plan is in place to migrate (convert) those records that must be retained to the new electronic format and that no valuable records are abandoned in an obsolete format. This applies to hardware and software upgrades, storage media conversions, and media format revisions.
- 4) The RO of each State agency shall ensure that agency records are protected from unlawful removal, misuse, damage, alteration, destruction or loss.
- a) In the event of actual, impending or threatened unlawful act regarding agency records, the head of each State agency must inform the Attorney General of the act.
 - b) With the assistance of the Attorney General and the Assistant Administrator for Archives and Records, the head of the agency shall initiate action as provided by NRS §378.255(9) to recover records that he knows or has reason to believe were unlawfully removed from the agency.
 - c) Create a policy on instructing agency personnel not to compromise or destroy records in the legal custody of the agency, except in accordance with approved disposition instructions SAM 2020.0
 - d) Create a policy on the law for the unlawful removal, misuse, damage, alteration, destruction or loss of records, in accordance with NRS §205.4765 to §205.481, NRS §239.010 to §239.012, NRS §239.080 to §239.085, NRS §239.300 to §239.330, NRS §378.255(9)(a), NRS §281.180 to §281.190 and NRS §603.080 to §603.090.
- 5) The RO of each State agency shall take all measures possible to protect agency official records from natural or other disaster through an agency-wide continuity of operations plan, developed in cooperation with the Nevada State Library and Archives and the Nevada Division of Emergency Planning.
- a) Identify in the agency continuity of operations plan an up-to-date prioritized list of essential agency records. Essential records, sometimes called vital records, are the records necessary for the continuity of operations during and immediately following a disaster.
 - b) In addition, the plan must include measures staff will take to recover records, regardless of physical format, after a disaster has occurred.
- 6) The RO of each State agency shall establish a training program on safeguarding official agency records. The training program must cover the agency's policies and responsibilities pertaining to records management, public records access, and continuity of operations.

The Nevada State Library and Archives (NSLA) has adopted by reference the Association of Image and Information Management (AIIM) standard: "Recommended Practice, Analysis, Selection, and Implementation Guidelines Associated with Electronic Document Management Systems (EDMS)." This standard establishes for State agencies the recommended procedures and activities to be considered and/or performed during all aspects of analyzing, selecting, and implementing electronic document management systems.
<http://nevadaculture.org/nsla/dmdocuments/1704.pdf>

NSLA endorses and encourages State agency use of the US Department of Defense (DoD) 5015.2-STD and the DoD-certified products as a baseline when selecting a Records Management Applications (RMA) to manage electronic records. The DoD maintains a list of software products that have been tested and certified to comply with the mandatory requirements of DoD 5015.2-STD. <http://jltc.fhu.disa.mil/recmgt/> This site lists vendors with EDMS products that have been tested and approved by the DOD. The site provides links to the vendor's web sites. The site also provides access to the DOD Standard 5015.2 Design Criteria Standard for Electronic Records Management Software Applications.

~~An "electronic record" is an official State record stored, accessed and retrieved through a machine readable system, whether by magnetic impulse, mechanical or electronic recording or other form of data compilation. This includes all computer systems (e.g., floppy disks, optical disks, magnetic tape and hard disk) and audio-visual systems. (NRS §52.225 and §52.265)~~

~~State agencies producing electronic records must be careful to include the entire record or image. If such records are required as evidence in court, they are subject to the rules of evidence in NRS §47, §51 and §52. Specifically, NRS §47.120 dealing with "Remainder of writings or recorded statements" places doubt on partial submissions of records introduced as evidence and NRS §51.155 dealing with "Public records and reports" which may be declared hearsay because the "...source of information or method or circumstances of the investigation indicates lack of trustworthiness." State agencies must ensure that electronic records establish:-~~

- ~~1. The date the record was produced;~~
- ~~2. The date any alterations were produced; and~~
- ~~3. Evidence the record was authorized for issue or signature.~~
- ~~4. The name of the person who authorized the record for issue or signature.~~
- ~~5. The name of the individual, business, organization or governmental entity that the record was sent.~~

~~The best way to ensure the "trustworthiness" of a computer record is to place the entire document, including images of signatures, onto the recording system.~~

~~Electronic records must be kept in records storage facilities described above and maintained at a year-round temperature range of between 70° and 75° Fahrenheit.~~

~~Many electronic mail systems automatically erase mail after the recipient has read it. Therefore, agency personnel must transfer such records to a medium that will ensure its retention until the authorized disposition date is met.~~

~~After the authorized disposition date has passed, agencies should take steps to destroy electronic mail records. Personnel should erase the information on the disk or tape rather than just deleting them. Only by erasure or by the use of a program, which will completely overwrite the data to be destroyed, can agencies protect against unauthorized access to record information approved for destruction.~~

~~The State Archives does not have the equipment nor the software capable of reading the variety of electronic records. Each State agency is responsible for transferring the electronic record onto bond paper, microfilm or Computer Output Microform (COM) before being sent to the State Archives. Audio and audio-visual tapes and cassettes will be accepted.~~

ELECTRONIC IMAGING MAIL

0408.0

Requirements for Electronic Imaging Systems:-

- ~~1. All State agencies, including the University and Community College System of Nevada, are subject to the requirements in NAC Chapter 239, sections 765 through 845. These sections deal with specific requirements that must be met to operate Electronic Imaging Systems. These requirements were established to safeguard the information being recorded and provide for the continued access as technology changes. Questions should be directed to the NSLA Records Management program in Carson City.~~
- ~~2. Prior to the beginning of operation of an Electronic Imaging System, a State agency must have the approval of a valid records retention schedule (see SAM Section 2018.0) in accordance with NRS §239.080, to have record series placed on that format. The words "This record may be placed on an electronic imaging system" must appear on the agency-specific records retention schedule. This agency-specific schedule must be approved by the State Records Committee (NRS §239.080) prior to the start of operation of the system.~~
- ~~3. Preservation of Long-Term Records: In order to preserve long-term records (see NAC 239.630), which have been placed onto Electronic Document Imaging System, the security copy required by NRS §239.051 must be placed onto a "human eye readable" format. The following formats are considered to be human eye readable.
A. Microforms that meet the standards set in NAC 239.763;
B. Alkaline reserve paper (often referred to as "acid neutral").
Therefore, all electronic document imaging systems must be capable of supporting Computer Output to Microform (COM). NRS §239.051 also sets the guidelines for destruction of public records. Following these legal requirements will satisfy backup strategies for Electronic Document Management systems.~~
- ~~4. File Headers: Legal Requirement: In order to comply with the provisions of NAC 239.785, all records in their final form must be placed onto a non-proprietary TIFF format when imaged. This legal obligation allows for the image to be viewed in a universally accepted image format. Compliance will help to mitigate compatibility problems between systems. Conversion of documents to TIFF image formats will also help to reduce the potential that a document stored on a document management system could be altered without version and audit controls. New versions of documents should always be stored as new TIFF Images. Older versions should not be deleted without legal~~

~~authority to do so and all versions should be cross-referenced.~~

Policy on Defining Information Transmitted via E-mail as a Public Record

Electronic mail or "E-mail" is a tool used to transmit information between two or more parties. Information sent or received via e-mail is in many ways identical to regular postal mail that must be sorted and managed.

It is important to note that the information contained within an e-mail should not automatically be defined as a public record. While the content of some e-mail transmissions may constitute public records, others are simply personal mail, duplicates, transitory items, and other types of non-record transmittals that can be acted upon and quickly deleted. It is important to understand the distinction between public records (i.e., official state records) and non-records and the requirements of each. [NRS 239.080(4), NAC 239.705] It is also important to understand that defining an e-mail as a public record is independent of the question of whether the record is confidential.

This policy will apply to all State of Nevada employees, as well as all individuals contracted to perform work for the State.

Every public employee who uses e-mail to transmit or receive information in the course of conducting State business must be trained and knowledgeable on his/her responsibilities for managing public records. The difficulty in this responsibility lies in determining which e-mail message contains information that constitutes a public record. This issue is further complicated as the classification of a message as a public record may differ between the sender and the receiver(s), since it depends on the affect the information has on the business operations of the party who may subsequently receive the information.

All information sent via e-mail should be prepared under the assumption that:

- a. Information sent via e-mail is not confidential.
- b. The targeted recipient may not be the final recipient.
- c. The information sent may be determined to be and maintained as a public record by another party.

As such, public employees should prepare all e-mail transmittals to be a professional representation of the agency for which they work. This includes, but is not limited to, the appropriate level of formality for the targeted and possible recipient(s), correct spelling, grammar, and punctuation, and use of appropriate labels, titles, salutations, and closings.

Confidential or sensitive (personal identifying) information should only be sent via email when it is protected by encryption. Without such security, confidential or sensitive information should never be transmitted via email.

State employees should be trained in classifying information contained within e-mails into one of the following categories. Once properly classified, the information contained within the e-mail may be processed per the recommended disposition.

The State Records Program classifies information contained within e-mail transmissions into four basic categories:

- 1) **Personal Messages:** E-mail has evolved into a substitution for the telephone and is a cost-effective means of communication that is often used by State employees for communication that has no bearing or relevance to conducting State business (i.e. "let's do lunch" or "can I catch a ride home" types of messages). State employees should be aware that there is no guarantee of privacy or confidentiality for personal messages transmitted via the e-mail system as all messages are owned by the State and their contents may be monitored, viewed, printed, and further distributed at any time by other State employees.

NRS 281A.400 (7). provides State agency discretion to allow limited use of time, governmental property, equipment or other facility for personal purposes if: 1) the use is authorized by the appointing authority; 2) the use does not interfere with the performance of the employee's public duties; 3) the cost or value related to the use is nominal; and 4) the use does not create the appearance of impropriety. This is not to suggest that an appointing authority may not establish policies preventing the use of e-mail for personal purposes. However, the appointing authority should consider the realistic ability to police any such policy as well as ensuring consistency in any action to be taken for violations of any such policy (i.e., action cannot be taken against a single employee caught sending or receiving a personal e-mail if other staff are also known to be sending and/or receiving personal e-mails).

Disposition: Personal messages are not public records and may be deleted immediately after receipt.

- 2) **Transitory Messages:** These types of messages do not set policy, establish guidelines or procedures, document agency business, certify a transaction, or become a receipt. The informal tone of transitory messages might be compared to communication during a telephone conversation or conversation in an office hallway. These messages tend to convey information of temporary importance in lieu of oral communication and have a very limited administrative value. Many of these may have an official context, but may not be part of a business transaction. Examples of messages that are not public records include general departmental correspondence regarding routine business activities (transmittal messages and responses to routine questions); minor non-policy announcements; interoffice messages regarding employee activities (holiday parties, etc.); phone calls; published reference materials; invitations and responses to work-related events (meetings, etc.); listserv messages other than those posted in an official capacity (unless the messages are relied upon in the development of management, financial, operating procedures, or policy matters).

Disposition: Transitory messages are considered non-records and may be deleted when no longer administrative useful, i.e., when the message has no value to the agency.

- 3) **Duplicate Records:** E-mail as a medium promotes expedited communication to multiple users with great ease. Consequently, e-mail systems frequently contain duplicates of a record, such as copies or extracts of documents distributed for convenience or reference. "All Agency Memorandums" are often forwarded via e-mail within the State system in order

to speed up distribution of certain critical and/or time-sensitive information. Information transmitted in this manner is simply a duplicate or non-record. The paper document received in the State mail system is the actual public record.

Disposition: Duplicate records are not public records and may be deleted immediately.

- 4) **Public Records:** Public records are information and other documents created or assimilated in the course of conducting public business that document the activities and business of public employees (the NRS does not define a “public record”). An official State record includes “any materials which are made or received by a State agency and preserved by that agency or its successor as evidence of the organization, operation, policy or any other activity of that agency or because of the information contained in the material” (NRS 239.080 (4)(d)). If there is any doubt, a State employee should assume the information is a public record. Examples of information that could be transmitted in an e-mail that may constitute a public record include: Policies and directives; Correspondence or memoranda related to official business (excluding duplicates); Work schedules and assignments; Agendas and minutes of meetings; Drafts of documents circulated for comment or approval; Any document that initiates, authorizes, or completes a business transaction; and Final reports or recommendations.

Once an e-mail transmittal is determined to be a public record, public employees of the State of Nevada have an obligation to apply the appropriate records retention schedule. For retention purposes, the records should be maintained in an easily accessible location, which may include:

- a. Printing out a copy and filing a hard-copy in the relevant subject matter file, or
- b. Moving the file out of the e-mail system and storing a copy of the e-mail in an electronic document management system or e-mail-specific archiving system.

Disposition: Public records should be retained for the period appropriate to their content and handled in accordance with approved records disposition authorizations (RDAs) (NRS 239.080).

Just as with any information maintained in an electronic format, agencies considering maintaining e-mail transmittals determined to be public records in an electronic format face unique challenges that must be addressed as agencies develop policies to meet the records retention requirements. Agencies contemplating maintenance of public records in an electronic format (as with any electronic record) must establish policies and procedures, taking the following minimum requirements into consideration:

- a. Establishment of a repository for holding and managing electronic files
- b. Policies which ensure that metadata information contained within the e-mail transmission is included in the public record (headers, forward headers, and transmission data)
- c. Procedures which address the ability to efficiently locate specific files when necessary
- d. Policies and procedures that ensure records remain fully accessible throughout the entire records retention period, including hardware, software, and data migration plans for electronic records that must be retained for six (6) years or more

- e. Files should be stored in a non-proprietary format.

Note: When there is doubt about the retrievability of an electronic record over its life span, the record should be printed and maintained in a hard copy format.

Permanent public records are archival records with legal, administrative or historical value that must be retained indefinitely. These records must be preserved in a medium that can be used by future generations.

ELECTRONIC RECORDS COMMITTEE

0409.0

The Nevada Electronic Records Committee (NERC) is established under the authority of the ~~Committee to Approve Schedules for the Retention and Disposition of Official State Records (NRS 239.073), known as the "State Records Committee,"~~ Administrator of the Nevada State Library and Archives as a formal subcommittee. NRS 378.255 The mission of NERC the Committee is to develop and to submit to the Administrator for adoption standards, procedures and guidelines and techniques for the creation, maintenance, accessibility, and long-term preservation of electronic records created and received by Nevada State agencies and local governments. ~~General membership is open to any government employee in Nevada who is committed to working towards better electronic records solutions.~~ The NERC Committee creates a uniform and consistent set of Nevada ~~polieies~~ standards and procedures for managing and preserving electronic records through their life cycle in an efficient, effective and economical manner; provides guidance and assistance to all governmental entities in Nevada on issues relating to public records in electronic formats; develops statewide procurement standards related to Nevada's electronic records infrastructure; conducts electronic records management training programs; and promotes the management of Nevada's public records in electronic format.

CD-ROM RECORDS

0410.

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Use of CD-ROM Electronic Records-

- ~~1. CD ROM, Compact Disc Read-Only Memory, technology is a high-density digital data storage format that permits read-only access to stored information and is usually read by a laser. CD-ROM is an electronic form of creating, using and distributing records, and is subject to the provisions of NAC 239.760.~~
- ~~1. A State agency must:~~
 - ~~A. For records appraised with archival value, place the information on a format acceptable to the State Archives as provided by NAC 239.760(5), and transfer that format to the State Archives for preservation purposes. Records with other values may be placed on CD-ROM format with this requirement.~~
 - ~~B. Provide for a security back-up copy that can be copied as required by NRS §239.051(3).~~
 - ~~C. Label each disc to identify the data contained and whether it is a security or use copy.~~
 - ~~D. Provide for copying the data to another disc for data that must be retained for more than seven years.~~
- ~~1. To provide for the security and preservation of the records, a State agency must provide a work and disc storage area that will keep the hardware, software and discs safe from unauthorized access, natural and other disasters. The area shall:~~

- ~~A. Be restricted from smoking, eating or drinking near the equipment or discs.~~
- ~~B. Be temperature controlled as provided by NAC 239.760(2).~~
- ~~C. Be kept clear of electromagnetic machinery such as copy machines, TV sets, refrigerators and similar devices.~~
- ~~D. Be protected with smoke detectors and fire suppression equipment.~~

~~**ARCHIVES AND RECORDS, STATE LIBRARY AND ARCHIVES 0412.0**~~

~~The State Library and Archives Administrator is charged by statute to administer Archives and Records, appoints an Assistant Administrator for Archives and Records who is responsible for maintaining the Archives and Records programs, receiving materials into the Archives from State agencies deemed to be of historical value, and providing reference and research services. With the approval of the State Records Committee, material may be returned to the State agency from which received if determination is made that the material is not of historical value.~~

[Rev. 2/10/2010 10:01:13 AM]

CHAPTER 239 - PUBLIC RECORDS

IN GENERAL

<u>NRS 239.001</u>	Legislative findings and declaration.
<u>NRS 239.005</u>	Definitions.
<u>NRS 239.010</u>	Public books and public records open to inspection; confidential information in public books and records; copyrighted books and records; copies to be provided in medium requested.
<u>NRS 239.0105</u>	Confidentiality of certain records of local governmental entities.
<u>NRS 239.0107</u>	Requests for inspection or copying of public books or records: Actions by governmental entities.
<u>NRS 239.011</u>	Application to court for order allowing inspection or copying of public book or record in legal custody or control of governmental entity for less than 30 years.
<u>NRS 239.0113</u>	Burden of proof where confidentiality of public book or record is at issue.
<u>NRS 239.0115</u>	Application to court for order allowing inspection or copying of public book or record in legal custody or control of governmental entity for at least 30 years; rebuttable presumption; exceptions.
<u>NRS 239.012</u>	Immunity for good faith disclosure or refusal to disclose information.
<u>NRS 239.013</u>	Confidentiality of records of library which identify user with property used.
<u>NRS 239.015</u>	Removal, transfer and storage of records authorized if necessary; copies to be provided upon request.
<u>NRS 239.020</u>	Provision of certified copies of public records to Department of Veterans Affairs without charge.
<u>NRS 239.030</u>	Furnishing of certified copies of public records.

REPRODUCTION OF RECORDS

<u>NRS 239.051</u>	Reproduction of public records before destruction: Requirements.
<u>NRS 239.052</u>	Fees: Limitations; waiver; posting of sign or notice.
<u>NRS 239.053</u>	Additional fee for transcript of administrative proceedings; money remitted to court reporter; posting of sign or notice.
<u>NRS 239.054</u>	Additional fee for information from geographic information system.
<u>NRS 239.055</u>	Additional fee when extraordinary use of personnel or resources is required.
<u>NRS 239.070</u>	Use of microfilm by county recorder for recording; Division to provide microfilming or similar service; requirements; sale of duplicate.

DISPOSAL OF OBSOLETE RECORDS

<u>NRS 239.073</u>	Committee to Approve Schedules for the Retention and Disposition of Official State Records: Creation; composition; meetings; rules and regulations.
<u>NRS 239.077</u>	Committee to Approve Schedules for the Retention and Disposition of Official State Records: Duties.
<u>NRS 239.080</u>	State records: Schedules for retention and disposition.
<u>NRS 239.085</u>	State records: Disposition by Department of Transportation.
<u>NRS 239.090</u>	State records: Preservation of obsolete and noncurrent records by Division; right to control records.
<u>NRS 239.110</u>	Judicial records: Destruction; microphotographic copies.
<u>NRS 239.121</u>	Local governmental records: Definitions.
<u>NRS 239.123</u>	Local governmental records: Submission to Division; accounting; return or reclamation.
<u>NRS 239.124</u>	Local governmental records: Exclusive procedures for destruction.
<u>NRS 239.125</u>	Local governmental records: Program for management; regulations of State Library and Archives Administrator.

RESTORATION OF LOST OR DESTROYED RECORDS

<u>NRS 239.130</u>	Rerecording of instrument if county records lost or destroyed.
<u>NRS 239.140</u>	Certain deeds prima facie evidence of regularity of proceedings after destruction or loss of records.
<u>NRS 239.150</u>	Restoration of liens, mortgages and judgments if records lost or destroyed; procedure; limitations.
<u>NRS 239.160</u>	Proceeding to establish contents and record of lost or destroyed deed or will; parties defendant.
<u>NRS 239.170</u>	Procedure to establish contents of lost or destroyed deed or will: Complaint; summons; hearing; decree.
<u>NRS 239.180</u>	Character of evidence which court may admit.
<u>NRS 239.190</u>	Proceedings brought in county where property is situated.
<u>NRS 239.200</u>	Where proceedings are brought when county divided after destruction of records.
<u>NRS 239.210</u>	Limitations affecting restored records.
<u>NRS 239.220</u>	Restored records validated.
<u>NRS 239.230</u>	Restoration of judicial records not affecting real property or water rights: Procedure.
<u>NRS 239.240</u>	Restoration of judicial records not affecting real property or water rights: Contents of affidavit filed with court.
<u>NRS 239.250</u>	Court to issue citation upon filing of affidavit.
<u>NRS 239.260</u>	Service of citation on parties residing outside of county or State.

<u>NRS 239.270</u>	Counter-affidavits; hearing; decree.
<u>NRS 239.280</u>	Limitation of record of judgment which has been restored.
<u>NRS 239.290</u>	Taxation of costs.

PENALTIES

<u>NRS 239.300</u>	Stealing, altering or defacing records, documents or instruments.
<u>NRS 239.310</u>	Removing, injuring or concealing public records and documents.
<u>NRS 239.320</u>	Injury to, concealment or falsification of records or papers by public officer.
<u>NRS 239.330</u>	Offering false instrument for filing or record.

IN GENERAL

NRS 239.001 Legislative findings and declaration. The Legislature hereby finds and declares that:

1. The purpose of this chapter is to foster democratic principles by providing members of the public with access to inspect and copy public books and records to the extent permitted by law;
2. The provisions of this chapter must be construed liberally to carry out this important purpose; and
3. Any exemption, exception or balancing of interests which limits or restricts access to public books and records by members of the public must be construed narrowly.

(Added to NRS by 2007, 2061)

NRS 239.005 Definitions. As used in this chapter, unless the context otherwise requires:

1. "Actual cost" means the direct cost related to the reproduction of a public record. The term does not include a cost that a governmental entity incurs regardless of whether or not a person requests a copy of a particular public record.
2. "Committee" means the Committee to Approve Schedules for the Retention and Disposition of Official State Records.
3. "Division" means the Division of State Library and Archives of the Department of Cultural Affairs.
4. "Governmental entity" means:
 - (a) An elected or appointed officer of this State or of a political subdivision of this State;
 - (b) An institution, board, commission, bureau, council, department, division, authority or other unit of government of this State or of a political subdivision of this State;
 - (c) A university foundation, as defined in NRS 396.405; or
 - (d) An educational foundation, as defined in NRS 388.750, to the extent that the foundation is dedicated to the assistance of public schools.

(Added to NRS by 1977, 455; A 1979, 179; 1983, 1298; 1985, 126; 1993, 209, 1538; 1995, 511; 1997, 2385; 2001, 936)

NRS 239.010 Public books and public records open to inspection; confidential information in public books and records; copyrighted books and records; copies to be provided in medium requested.

1. Except as otherwise provided in subsection 3, all public books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential, must be open at all times during office hours to inspection by any person, and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. Any such copies, abstracts or memoranda may be used to supply the general public with copies, abstracts or memoranda of the records or may be used in any other way to the advantage of the governmental entity or of the general public. This section does not supersede or in any manner affect the federal laws governing copyrights or enlarge, diminish or affect in any other manner the rights of a person in any written book or record which is copyrighted pursuant to federal law.

2. A governmental entity may not reject a book or record which is copyrighted solely because it is copyrighted.

3. A governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.

4. A person may request a copy of a public record in any medium in which the public record is readily available. An officer, employee or agent of a governmental entity who has legal custody or control of a public record shall not refuse to provide a copy of that public record in a readily available medium because the officer, employee or agent has already prepared or would prefer to provide the copy in a different medium.

[1:149:1911; RL § 3232; NCL § 5620]—(NRS A 1963, 26; 1965, 69; 1993, 1230, 2307, 2623; 1995, 503, 716; 1997, 2386; 1999, 1210; 2007, 2062)

NRS 239.0105 Confidentiality of certain records of local governmental entities.

1. Records of a local governmental entity are confidential and not public books or records within the meaning of NRS 239.010 if:

- (a) The records contain the name, address, telephone number or other identifying information of a natural person; and
- (b) The natural person whose name, address, telephone number or other identifying information is contained in the records provided such information to the local governmental entity for the purpose of:

(1) Registering with or applying to the local governmental entity for the use of any recreational facility or portion thereof that the local governmental entity offers for use through the acceptance of reservations; or

(2) On his or her own behalf or on behalf of a minor child, registering or enrolling with or applying to the local governmental entity for participation in an instructional or recreational activity or event conducted, operated or sponsored by the local governmental entity.

2. The records described in subsection 1 must be disclosed by a local governmental entity only pursuant to:
 - (a) A subpoena or court order, lawfully issued, requiring the disclosure of such records;
 - (b) An affidavit of an attorney setting forth that the disclosure of such records is relevant to an investigation in anticipation of litigation;
 - (c) A request by a reporter or editorial employee for the disclosure of such records, if the reporter or editorial employee is employed by or affiliated with a newspaper, press association or commercially operated, federally licensed radio or television station; or
 - (d) The provisions of NRS 239.0115.
3. Except as otherwise provided by specific statute or federal law, a natural person shall not provide, and a local governmental entity shall not require, the social security number of any natural person for the purposes described in subparagraphs (1) and (2) of paragraph (b) of subsection 1.
4. As used in this section, unless the context otherwise requires, "local governmental entity" has the meaning ascribed to it in NRS 239.121.
(Added to NRS by 2005, 1040; A 2007, 2063)

NRS 239.0107 Requests for inspection or copying of public books or records: Actions by governmental entities.

1. Not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written request from a person to inspect or copy the public book or record, a governmental entity shall do one of the following, as applicable:
 - (a) Allow the person to inspect or copy the public book or record.
 - (b) If the governmental entity does not have legal custody or control of the public book or record, provide to the person, in writing:
 - (1) Notice of that fact; and
 - (2) The name and address of the governmental entity that has legal custody or control of the public book or record, if known.
 - (c) Except as otherwise provided in paragraph (d), if the governmental entity is unable to make the public book or record available by the end of the fifth business day after the date on which the person who has legal custody or control of the public book or record received the request, provide to the person, in writing:
 - (1) Notice of that fact; and
 - (2) A date and time after which the public book or record will be available for the person to inspect or copy. If the public book or record is not available to the person to inspect or copy by that date and time, the person may inquire regarding the status of the request.
 - (d) If the governmental entity must deny the person's request to inspect or copy the public book or record because the public book or record, or a part thereof, is confidential, provide to the person, in writing:
 - (1) Notice of that fact; and
 - (2) A citation to the specific statute or other legal authority that makes the public book or record, or a part thereof, confidential.
2. The provisions of this section must not be construed to prohibit an oral request to inspect or copy a public book or record.
(Added to NRS by 2007, 2061)

NRS 239.011 Application to court for order allowing inspection or copying of public book or record in legal custody or control of governmental entity for less than 30 years. If a request for inspection or copying of a public book or record open to inspection and copying is denied, the requester may apply to the district court in the county in which the book or record is located for an order permitting the requester to inspect or copy it. The court shall give this matter priority over other civil matters to which priority is not given by other statutes. If the requester prevails, the requester is entitled to recover his or her costs and reasonable attorney's fees in the proceeding from the governmental entity whose officer has custody of the book or record.

(Added to NRS by 1993, 1230; A 1997, 2386)

NRS 239.0113 Burden of proof where confidentiality of public book or record is at issue. Except as otherwise provided in NRS 239.0115, if:

1. The confidentiality of a public book or record, or a part thereof, is at issue in a judicial or administrative proceeding; and
2. The governmental entity that has legal custody or control of the public book or record asserts that the public book or record, or a part thereof, is confidential,
→ the governmental entity has the burden of proving by a preponderance of the evidence that the public book or record, or a part thereof, is confidential.
(Added to NRS by 2007, 2062)

NRS 239.0115 Application to court for order allowing inspection or copying of public book or record in legal custody or control of governmental entity for at least 30 years; rebuttable presumption; exceptions.

1. Except as otherwise provided in this subsection and subsection 3, notwithstanding any provision of law that has declared a public book or record, or a part thereof, to be confidential, if a public book or record has been in the legal custody or control of one or more governmental entities for at least 30 years, a person may apply to the district court of the county in which the governmental entity that currently has legal custody or control of the public book or record is located for an order directing that governmental entity to allow the person to inspect or copy the public book or record, or a part thereof. If the public book or record pertains to a natural person, a person may not apply for an order pursuant to this subsection until the public book or record has been in the legal custody or control of one or more governmental entities for at least 30 years or

until the death of the person to whom the public book or record pertains, whichever is later.

2. There is a rebuttable presumption that a person who applies for an order as described in subsection 1 is entitled to inspect or copy the public book or record, or a part thereof, that the person seeks to inspect or copy.

3. The provisions of subsection 1 do not apply to any book or record:

(a) Declared confidential pursuant to NRS 463.120.

(b) Containing personal information pertaining to a victim of crime that has been declared by law to be confidential.

(Added to NRS by 2007, 2062; A 2009, 290)

NRS 239.012 Immunity for good faith disclosure or refusal to disclose information. A public officer or employee who acts in good faith in disclosing or refusing to disclose information and the employer of the public officer or employee are immune from liability for damages, either to the requester or to the person whom the information concerns.

(Added to NRS by 1993, 1230)

NRS 239.013 Confidentiality of records of library which identify user with property used. Any records of a public library or other library which contain the identity of a user and the books, documents, films, recordings or other property of the library which were used are confidential and not public books or records within the meaning of NRS 239.010. Such records may be disclosed only in response to an order issued by a court upon a finding that the disclosure of such records is necessary to protect the public safety or to prosecute a crime.

(Added to NRS by 1981, 182)

NRS 239.015 Removal, transfer and storage of records authorized if necessary; copies to be provided upon request.

1. A custodian of records may remove books of records, maps, charts, surveys and other papers for storage in an appropriate facility if the custodian believes that the removal of such records is necessary for their protection or permanent preservation, or the custodian may arrange for their transfer to another location for duplication or reproduction.

2. If a county recorder receives a request for a particular item which has been stored pursuant to subsection 1, the county recorder shall produce a microfilmed copy of such item or the original within 3 working days.

(Added to NRS by 1975, 748)

NRS 239.020 Provision of certified copies of public records to Department of Veterans Affairs without charge. Whenever a copy of any public record is required by the Department of Veterans Affairs to be used in determining the eligibility of any person to participate in benefits made available by the Department of Veterans Affairs, the official charged with the custody of such public record shall, without charge, provide the applicant for the benefit or any person acting on behalf of the applicant or the representative of the Department of Veterans Affairs with a certified copy or copies of such records.

[1:30:1947; 1943 NCL § 6879.15]—(NRS A 1995, 1083)

NRS 239.030 Furnishing of certified copies of public records. Every officer having custody of public records, the contents of which are not declared by law to be confidential, shall furnish copies certified to be correct to any person who requests them and pays or tenders such fees as may be prescribed for the service of copying and certifying.

[1:73:1909; RL § 2045; NCL § 2976]—(NRS A 1973, 353)

REPRODUCTION OF RECORDS

NRS 239.051 Reproduction of public records before destruction: Requirements.

1. Unless destruction of a particular record without reproduction is authorized by a schedule adopted pursuant to NRS 239.080 or 239.125, any custodian of public records in this State may destroy documents, instruments, papers, books and any other records or writings in the custodian's custody only if those records or writings have been placed on microphotographic film or if the information they contain has been entered into a computer system which permits the retrieval and reproduction of that information. A reproduction of that film or that information shall be deemed to be the original.

2. Microphotographs made pursuant to this section must be made on film which complies with minimum standards of quality approved by the American National Standards Institute.

3. The custodian of the records or writings shall:

(a) Promptly store at least one copy of the microphotographic film or the tape, disc or other medium used for the storage of that information by the computer in such a manner and place as to protect it reasonably from loss or damage; and

(b) Maintain for the use of authorized persons a copy of a reproduction of the film or the information stored by the computer.

(Added to NRS by 1981, 601)

NRS 239.052 Fees: Limitations; waiver; posting of sign or notice.

1. Except as otherwise provided in this subsection, a governmental entity may charge a fee for providing a copy of a public record. Such a fee must not exceed the actual cost to the governmental entity to provide the copy of the public record unless a specific statute or regulation sets a fee that the governmental entity must charge for the copy. A governmental entity shall not charge a fee for providing a copy of a public record if a specific statute or regulation requires the governmental entity to provide the copy without charge.

2. A governmental entity may waive all or a portion of a charge or fee for a copy of a public record if the governmental entity:

(a) Adopts a written policy to waive all or a portion of a charge or fee for a copy of a public record; and

(b) Posts, in a conspicuous place at each office in which the governmental entity provides copies of public records, a

legible sign or notice that states the terms of the policy.

3. A governmental entity shall prepare and maintain a list of the fees that it charges at each office in which the governmental entity provides copies of public records. A governmental entity shall post, in a conspicuous place at each office in which the governmental entity provides copies of public records, a legible sign or notice which states:

(a) The fee that the governmental entity charges to provide a copy of a public record; or

(b) The location at which a list of each fee that the governmental entity charges to provide a copy of a public record may be obtained.

(Added to NRS by 1997, 2384)

NRS 239.053 Additional fee for transcript of administrative proceedings; money remitted to court reporter; posting of sign or notice.

1. If a person requests a copy of a transcript of an administrative proceeding that has been transcribed by a certified court reporter, a governmental entity shall charge, in addition to the actual cost of the medium in which the copy of the transcript is provided, a fee for each page provided which is equal in amount to the fee per page charged by the court reporter for the copy of the transcript, as set forth in the contract between the governmental entity and the court reporter. For each page provided, the governmental entity shall remit to the court reporter who transcribed the proceeding an amount equal to the fee per page set forth in the contract between the governmental entity and the court reporter.

2. The governmental entity shall post, in a conspicuous place at each office in which the governmental entity provides copies of public records, a legible sign or notice which states that, in addition to the actual cost of the medium in which the copy of the transcript is provided, the fee charged for a copy of each page of the transcript is the fee per page set forth in the contract between the governmental entity and the court reporter.

(Added to NRS by 1997, 2385)

NRS 239.054 Additional fee for information from geographic information system.

1. A fee for the provision of information from a geographic information system may include, in addition to the actual cost of the medium in which the information is provided, the reasonable costs related to:

- (a) The gathering and entry of data into the system;
- (b) Maintenance and updating of the database of the system;
- (c) Hardware;
- (d) Software;
- (e) Quality control; and
- (f) Consultation with personnel of the governmental entity.

2. As used in this section, "geographic information system" means a system of hardware, software and data files on which spatially oriented geographical information is digitally collected, stored, managed, manipulated, analyzed and displayed.

(Added to NRS by 1997, 2385)

NRS 239.055 Additional fee when extraordinary use of personnel or resources is required.

1. Except as otherwise provided in NRS 239.054 regarding information provided from a geographic information system, if a request for a copy of a public record would require a governmental entity to make extraordinary use of its personnel or technological resources, the governmental entity may, in addition to any other fee authorized pursuant to this chapter, charge a fee for such extraordinary use. Upon receiving such a request, the governmental entity shall inform the requester of the amount of the fee before preparing the requested information. The fee charged by the governmental entity must be reasonable and must be based on the cost that the governmental entity actually incurs for the extraordinary use of its personnel or technological resources. The governmental entity shall not charge such a fee if the governmental entity is not required to make extraordinary use of its personnel or technological resources to fulfill additional requests for the same information.

2. As used in this section, "technological resources" means any information, information system or information service acquired, developed, operated, maintained or otherwise used by a governmental entity.

(Added to NRS by 1997, 2384)

NRS 239.070 Use of microfilm by county recorder for recording; Division to provide microfilming or similar service; requirements; sale of duplicate.

1. In lieu of or in addition to the method of recording required or allowed by statute, the county recorder may use microfilm for such recording.

2. The Division shall provide microfilming service to any local government. The charge for the service must not exceed the actual cost.

3. If microfilming is used:

- (a) The microphotographs or micronegative films must be properly indexed and placed in conveniently accessible files.
- (b) Each film must be designated and numbered.
- (c) Provision must be made for preserving, examining and using the films.

4. A duplicate of each such film must be made and kept safely in a separate place.

5. Duplicates of each such film must be made available by the county recorder for sale at a price not exceeding cost upon the request of any person, firm or organization. Subject to the approval of the board of county commissioners, the county recorder may, at any time, make additional duplicates of each such film available for sale to the public at a price not exceeding cost.

6. The Division shall provide services for recording other than microfilming to any local government if the Division has the equipment necessary to provide the services. The services provided are subject to the requirements of this section relating to microfilming.

[3:135:1953]—(NRS A 1961, 393; 1973, 319; 1977, 456; 1979, 179; 1983, 1298; 1985, 464, 1689; 1993, 1538; 1997, 19;

2005, 1086)

DISPOSAL OF OBSOLETE RECORDS

NRS 239.073 Committee to Approve Schedules for the Retention and Disposition of Official State Records: Creation; composition; meetings; rules and regulations.

1. The Committee to Approve Schedules for the Retention and Disposition of Official State Records, consisting of six members, is hereby created.

2. The Committee consists of:

- (a) The Secretary of State;
- (b) The Attorney General;
- (c) The Director of the Department of Administration;
- (d) The State Library and Archives Administrator;
- (e) The Director of the Department of Information Technology; and
- (f) One member who is a representative of the general public appointed by the Governor.

➔ All members of the Committee, except the representative of the general public, are ex officio members of the Committee.

3. The Secretary of State or a person designated by the Secretary of State shall serve as Chair of the Committee. The State Library and Archives Administrator shall serve as Secretary of the Committee and prepare and maintain the records of the Committee.

4. The Committee shall meet at least quarterly and may meet upon the call of the Chair.

5. An ex officio member of the Committee may designate a person to represent the ex officio member at any meeting of the Committee. The person designated may exercise all the duties, rights and privileges of the member that the person represents.

6. The Committee may adopt rules and regulations for its management.

(Added to NRS by 1993, 208; A 1995, 510; 1997, 3088, 3154; 1999, 642)

NRS 239.077 Committee to Approve Schedules for the Retention and Disposition of Official State Records: Duties. The Committee shall:

1. Review and approve or disapprove the schedules for the retention and disposition of the official state records of each agency, board and commission which is required to develop those schedules pursuant to NRS 239.080.

2. Advise the Division concerning the development and use of schedules for the retention and disposition of official state records.

(Added to NRS by 1993, 209)

NRS 239.080 State records: Schedules for retention and disposition.

1. An official state record may be disposed of only in accordance with a schedule for retention and disposition which is approved by the Committee.

2. In cooperation with the Division, each agency, board and commission shall develop a schedule for the retention and disposition of each type of official state record.

3. The Division shall submit the schedules described in subsection 2 to the Committee for final approval.

4. As used in this section, "official state record" includes, without limitation, any:

- (a) Papers, unpublished books, maps and photographs;
- (b) Information stored on magnetic tape or computer, laser or optical disc;
- (c) Materials which are capable of being read by a machine, including microforms and audio and visual materials; and
- (d) Materials which are made or received by a state agency and preserved by that agency or its successor as evidence of the organization, operation, policy or any other activity of that agency or because of the information contained in the material.

[Part 1:38:1937; 1931 NCL § 7278.11] + [2:38:1937; 1931 NCL § 7278.12]—(NRS A 1957, 66; 1963, 576; 1967, 1270; 1973, 342, 1478; 1979, 1789; 1983, 1298; 1993, 209)

NRS 239.085 State records: Disposition by Department of Transportation.

1. The Director of the Department of Transportation shall, in cooperation with the Division, develop a schedule for the retention and disposition of each type of official state record in the care, custody and control of the Department of Transportation.

2. A record which has historical or permanent value must be preserved permanently by the Department of Transportation or submitted to the State Library and Archives Administrator for preservation in the archives.

3. The Department of Transportation shall keep a record showing when any official state record mentioned in subsection 1 was destroyed, and the kind and nature of it.

(Added to NRS by 1963, 575; A 1967, 1270; 1979, 180, 1789; 1983, 1299; 1997, 3155)

NRS 239.090 State records: Preservation of obsolete and noncurrent records by Division; right to control records.

1. Subject to the provisions of subsection 2, a state official may, with the prior approval of the State Library and Archives Administrator, submit any obsolete official books, documents, original papers, newspaper files, printed books or other records not in current use in his or her office to the Division.

2. A state officer shall first obtain the consent and approval of the Governor. Any other state official shall obtain the consent of the department head under which the state official operates.

3. The Division may return a submission or any part thereof, if the submission has no historical or permanent value.

4. If the State Library and Archives Administrator finds that any record so submitted has historical or permanent value and accepts it as an accession to the archives, the right to control and possession of it vests in the State Library and Archives

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Administrator, and the submitting official is not entitled to reclaim it. If records are transferred to the Division by a state official only for the purpose of having the records stored safely on the state official's behalf, the state official has constructive custody of the records and retains the right to control access to them.

[1:67:1943; 1943 NCL § 4694]—(NRS A 1967, 1271; 1973, 323; 1977, 456; 1983, 1299; 1997, 3155)

NRS 239.110 Judicial records: Destruction; microphotographic copies.

1. The Clerk of the Supreme Court, a county clerk, deputy clerk of a justice court or clerk of a municipal court may destroy all documents, records, instruments, books, papers, depositions and transcripts in any action or proceeding in the Supreme Court, district court, justice court or municipal court, respectively, or otherwise filed in the clerk's office pursuant to law, including transcripts of coroners' inquests and depositions, if the records of the clerk do not show that the action or proceeding is pending on appeal or review in any court, except that:

(a) If the written consent of the district attorney is first obtained, transcripts of preliminary hearings may be destroyed as provided in this section; and

(b) Minutes of the Supreme Court, district court, justice court or municipal court, affidavits supporting applications for marriage licenses, after those licenses have been issued, and certificates of fictitious names of businesses may be destroyed immediately subject to the provisions of subsections 2 and 3.

2. The clerk shall maintain for the use of the public a microphotographic film print or copy of each document, record, instrument, book, paper, deposition or transcript so destroyed, if the print or copy is placed and kept in a sealed container under certificate of the clerk and properly indexed. This print or copy shall be deemed to be the original.

3. The clerk shall promptly seal and store at least one original negative of each microphotographic film in such manner and place as may reasonably ensure its preservation indefinitely against loss, theft, defacement or destruction.

4. The Supreme Court may provide by rule for the destruction, without prior microfilming, of such other documents of the several courts of this State as are held in the offices of the clerks but which:

(a) No longer serve any legal, financial or administrative purpose; and

(b) Do not have any historical value.

5. The Court Administrator may request the Division to advise and assist the Supreme Court in its establishment of the rules.

[1:108:1953]—(NRS A 1960, 112; 1977, 158; 1979, 297; 1981, 155, 240; 1983, 384; 1985, 53)

NRS 239.121 Local governmental records: Definitions. As used in NRS 239.121 to 239.125, inclusive:

1. "Custodian of records" means any person authorized to have the care, custody and control of any documents, instruments, papers, books, pamphlets or any other records or writings of a local governmental entity.

2. "Governing body" means the governing body of a local governmental entity.

3. "Local governmental entity" means a county, an incorporated city, an unincorporated town, a township, a school district or any other public district or agency designed to perform local governmental functions.

4. "Old records" means documents, instruments, papers, books, pamphlets or any other records or writings of a local governmental entity which are retained for any purpose by the local governmental entity beyond the minimum period for retention established by the Division or for 5 years or more, whichever is earlier.

(Added to NRS by 1973, 322; A 1975, 80; 1977, 456; 1983, 1300)

NRS 239.123 Local governmental records: Submission to Division; accounting; return or reclamation.

1. As an alternative to the destruction of old records, the records, with the consent of the governing body and the State Library and Archives Administrator, may be submitted to the Division.

2. The custodian of records shall maintain an accounting of all old records disposed of pursuant to subsection 1, indicating the nature or identity of the records as well as the date of submission to the Division.

3. The Division may return the records so submitted, or any part thereof, if they have no historical or permanent value.

4. Records so submitted may be reclaimed, in whole or in part, by the local government if:

(a) The Division did not acquire title to them in an agreement between the State Library and Archives Administrator and the local government; and

(b) The local government serves written notice upon the Division of its intention to reclaim the records and pays the cost of transportation for the return.

(Added to NRS by 1973, 322; A 1973, 347; 1977, 457; 1979, 180; 1981, 602; 1983, 1300; 1997, 3155)

NRS 239.124 Local governmental records: Exclusive procedures for destruction. The procedures set forth in NRS 239.051, 239.110 and 239.123, and any procedure specifically authorized by the special charter of an incorporated city, constitute the procedures for disposition by a local governmental entity of any old records which have been retained by the entity for any purpose. The disposition thereof must not occur except in compliance with one of those procedures.

(Added to NRS by 1973, 323; A 1981, 602; 1983, 1300)

NRS 239.125 Local governmental records: Program for management; regulations of State Library and Archives Administrator.

1. A local governmental entity may establish a program for the management of records, including the adoption of schedules for the retention of records and procedures for microfilming, which must be approved by the governing body and comply with the applicable provisions of this chapter and any regulations adopted pursuant thereto.

2. The State Library and Archives Administrator shall adopt regulations to carry out a program to establish and approve minimum periods of retention for records of local governments. The proposed regulations or any amendment thereto must be submitted to the local government advisory committee, established pursuant to NRS 354.594, for its advice and recommendations.

(Added to NRS by 1973, 323; A 1977, 457; 1979, 180; 1993, 170; 1997, 3156)

RESTORATION OF LOST OR DESTROYED RECORDS**NRS 239.130 Rerecording of instrument if county records lost or destroyed.**

1. Whenever the records, or any material part thereof, of any county in this State have been lost or destroyed by fire or otherwise, or shall hereafter be lost or destroyed by fire or otherwise, any map, plat, deed, conveyance, contract, mortgage, deed of trust, power of attorney, or other instrument in writing, of whatever nature or character, or record in any proceeding authorized by law to be recorded, affecting the title to real property or water rights in such county, which have been heretofore recorded, or which may be hereafter recorded, may be rerecorded in the proper office therefor.

2. In rerecording the same, the officer shall record the certificate of the previous record with the date of original filing for record shown by the official endorsement on such original instrument, which shall be deemed and taken as the date of the recording of the instrument to which it is attached.

3. Where the person desiring such record shall produce to the recorder an affidavit showing that the original is lost or destroyed, or that the same is not in the person's possession or control, a duly certified copy of the original may be recorded in the same manner and with the same force and effect as the original under this chapter.

4. Copies of records herein authorized to be made, duly certified, shall have the same force and effect as evidence as certified copies of the original instrument or record.

[1911 CPA § 688; RL § 5630; NCL § 9177]

NRS 239.140 Certain deeds prima facie evidence of regularity of proceedings after destruction or loss of records.

1. In all cases where real property has been sold by a sheriff, executor, administrator, guardian, assignee, receiver, trustee or other person appointed or authorized by the court, and the record of the action in which the sale had been made is lost or destroyed by fire or otherwise, the deed to the property made by the sheriff, executor, administrator, guardian, assignee, receiver, trustee or other person appointed or authorized by the court shall be prima facie evidence of the legality and regularity of the sale, and of the correctness of the proceeding in the action or proceeding wherein the property was sold.

2. The deeds made by the treasurer of any county of lands sold at delinquent or forfeited tax sales shall not be prima facie evidence of the title in the purchasers of such lands, and no such presumption shall be indulged in favor of such tax deeds or sales when the records of the sales and the proceedings upon which the sale was based have been lost or destroyed by fire or otherwise.

[1911 CPA § 689; RL § 5631; NCL § 9178]

NRS 239.150 Restoration of liens, mortgages and judgments if records lost or destroyed; procedure; limitations.

1. Whenever the record and entry of any judgment, or the record of any mechanic's lien, mortgage or other encumbrance or lien upon property is lost or destroyed by fire or otherwise, and the original documents or instruments or certified copies thereof cannot be found, the judgment creditor or his or her assignee and the person holding or entitled to the mechanic's lien, mortgage or other encumbrance or lien on property may, as to such judgments, begin a proceeding in the court wherein the same was rendered, and as to mortgages, mechanic's liens or other encumbrances or liens, begin a proceeding in any court having jurisdiction over such property, to have established the fact of the existence, prior to the loss or destruction, of the record of the judgment, mortgage, mechanic's lien or other encumbrance or lien, and the substance and effect thereof.

2. The decree in any such case shall be recorded in the records of the same office in which the original judgment, mortgage, mechanic's lien or other encumbrance or lien was recorded or entered.

3. No judgment, mortgage, deed of trust, mechanic's lien or other encumbrance upon property, the record whereof has been lost or destroyed as described in subsection 1:

(a) Shall continue to be a lien upon such property, or affect the title thereto as against any purchaser for value or subsequent lienholder, unless the action or proceeding to establish the existence of such record, prior to the loss or destruction thereof shall be begun within 6 months from and after such loss or destruction.

(b) Shall be held binding and in force or be executed or foreclosed, unless the action or proceeding to reestablish the existence of such judgment or instrument, prior to the destruction of the record thereof, shall be begun within 1 year from and after such loss or destruction.

[1911 CPA § 690; RL § 5632; NCL § 9179]

NRS 239.160 Proceeding to establish contents and record of lost or destroyed deed or will; parties defendant.

1. Whenever the record of any deed or other instrument affecting the title to or concerning any interest in real property or water rights in this state, which is authorized or required by law to be recorded, or any will, or the probate thereof, is lost or destroyed by fire or otherwise, and the original of the deed or will or the probate thereof, or other instrument, or a certified copy thereof, cannot be found, any person claiming title to such real property or water right or any interest under the will may institute a proceeding in the district court of the county in which the property so affected is situated, to establish the fact of the existence, contents and record of the deed, will and probate thereof, or other instrument, prior to such loss or destruction, and the decree in the case shall be entered in the proper office of such county.

2. Any person having or claiming an interest in the real property or water right or being in possession and enjoyment thereof, as well as the parties to the lost deed or other instrument, and their privies, and all persons interested under the will, shall be made parties defendant in such proceeding.

[1911 CPA § 691; RL § 5633; NCL § 9180]

NRS 239.170 Procedure to establish contents of lost or destroyed deed or will: Complaint; summons; hearing; decree.

1. The proceeding provided in NRS 239.160 for the restoration of lost records shall be begun by filing a complaint in the court having jurisdiction thereof as provided in this chapter, setting forth:

(a) The nature, character and substance of the instrument and record thereof so lost or destroyed.

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- (b) The date of the loss or destruction as near as may be.
 - (c) The office in which the instrument was originally recorded, with the date when the same was originally filed for record as near as may be.
 - (d) That the restoration of such records is necessary to secure the legal rights of the applicant, or of some other person for whose benefit the application is made.
2. The complaint shall be verified in the manner provided for the verification of pleadings in other civil actions.
3. Summons shall issue, and actual service thereof, or service by publication, shall be made upon all persons interested in or affected by the original instrument or record in the manner provided by law for the commencement of civil actions; but the parties may waive the issuing or service of summons and enter their appearance to such application.
4. Upon hearing the application without further pleadings, if the court or judge finds that such instrument and the record thereof have been lost or destroyed and that such instrument, record or certified copy thereof cannot be found or produced by the applicant in the proceeding, and the court or judge is enabled by the evidence produced to find the substance of the instrument or record, an order and decree shall be made setting forth the interest or record according to its substance and effect, and requiring the proper officer to reproduce such record which shall recite the substance and effect of the lost or destroyed record, or part thereof, as found by the order and decree. Such record shall have the same effect as the original record would have if the same had not been lost or destroyed, so far as it concerns the rights of the applicant, or person or parties so served with summons or entering their appearance, or persons claiming under them by title acquired subsequently to the filing of the application.
- [1911 CPA § 692; RL § 5634; NCL § 9181]

NRS 239.180 Character of evidence which court may admit. Upon the hearing of the application provided in NRS 239.170, the court or judge may admit in evidence oral testimony, and any complete or partial abstract of such lost or destroyed instrument, record, docket entries or indexes, and any other written evidence of the contents or effect of such instrument or record, or published reports concerning such instrument or record when the court or judge is of the opinion that such abstracts, writings and publications were fairly and honestly made before the loss or destruction of such instrument or record.

[1911 CPA § 693; RL § 5635; NCL § 9182]

NRS 239.190 Proceedings brought in county where property is situated. The district court of any county in which the property is situated which will be affected by proceedings to restore lost records, as provided in this chapter, shall have jurisdiction of such proceedings.

[1911 CPA § 694; RL § 5636; NCL § 9183]

NRS 239.200 Where proceedings are brought when county divided after destruction of records. Whenever a county is segregated after the loss or destruction of the public records thereof, or any part of such records, and a portion of its territory is included in some new county created by an act of the Legislature, all original instruments or duly certified copies of such instruments mentioned in NRS 239.130 shall be recorded in the office of the county recorder of the county in which the property affected thereby is situated after such segregation, and all proceedings to restore lost records as provided in this chapter, which are commenced after the creation of such new county, shall be begun in the county in which the lands affected by such records are then situated.

[1911 CPA § 695; RL § 5637; NCL § 9184]

NRS 239.210 Limitations affecting restored records. Where any judgment, mortgage, deed of trust, lien or the record thereof has been restored under this chapter, such judgment, mortgage, deed of trust or lien shall not continue to extend beyond the limitation prescribed by law at the time the original judgment, mortgage, deed of trust or lien was entered, recorded or created.

[1911 CPA § 696; RL § 5638; NCL § 9185]

NRS 239.220 Restored records validated. Whenever the records or any material part thereof of any county in this state have been lost or destroyed by fire or otherwise, and any map, plat, deed or other instrument in writing mentioned in NRS 239.130, affecting the title to any real property or water rights in any such county, shall have been rerecorded therein, or where a duly certified copy of such instrument shall have been recorded in such county, prior to January 1, 1912, the record so made is hereby validated and given the same force and effect as records hereafter restored in accordance with the provisions of NRS 239.130.

[1911 CPA § 697; RL § 5639; NCL § 9186]

NRS 239.230 Restoration of judicial records not affecting real property or water rights: Procedure. In all cases where the records of any judgments, not affecting real property or water rights, which judgments have not expired by limitation, or other records of any court of either general or limited jurisdiction in this state, and all records of proceedings taken by, or in behalf of any alien to become a citizen of the United States in this state, have been lost or destroyed, the same may be restored and replaced, and become the records of the courts, in the manner prescribed in NRS 239.240 to 239.290, inclusive.

[1911 CPA § 698; RL § 5640; NCL § 9187]

NRS 239.240 Restoration of judicial records not affecting real property or water rights: Contents of affidavit filed with court.

1. When any record of any court in this State, not affecting real property or water rights, has been lost, destroyed or defaced, so that its contents cannot be distinguished, the same may be restored by any party interested, by making and filing an affidavit in the court whose records it is proposed to restore.

2. The affidavit shall set forth:

(a) The nature of the action, demand or claim upon which the lost, destroyed or defaced record was obtained.

(b) About the date of the discovery of its loss or destruction as near as may be.

(c) That the restoration of the record or records is necessary to secure the legal rights of the affiant, or of some other person, for whose benefit the record or records are sought to be restored.

3. When the record sought to be restored is that of a judgment, the affidavit shall set forth the amount and character of the judgment as nearly as can be ascertained.

[1911 CPA § 699; RL § 5641; NCL § 9188]

NRS 239.250 Court to issue citation upon filing of affidavit.

1. Except in all cases of citizenship or naturalization where no citation is required to issue, upon making and filing of the affidavits, the court or the judge thereof shall thereupon issue a citation to all parties interested, notifying them to appear and show cause why the record referred to in the case should not be restored. The citation shall state that the motion to restore the lost record is based upon affidavit on file in the court.

2. If the hearing of the case is before the district court, 10 days' notice shall be given to all parties interested. If the hearing is before a justice court, not less than 5 nor more than 10 days' notice shall be required.

[1911 CPA § 700; RL § 5642; NCL § 9189]

NRS 239.260 Service of citation on parties residing outside of county or State.

1. When parties upon whom citation is required to be served reside outside of the county, but within the State, service shall be made in the same manner as is prescribed by the Nevada Rules of Civil Procedure for the service of summons in civil actions in this State, and upon a citation issued from a justice court under this chapter, the service of the same upon parties residing out of the county, but within the State, shall be in the same manner as that required for the service of summons in civil actions in the district courts.

2. Where the parties upon whom service is required to be made reside out of this State, service shall be made by publication, in the same manner as is required for service of summons in civil cases in the courts of this State.

[1911 CPA § 701; RL § 5643; NCL § 9190]

NRS 239.270 Counter-affidavits; hearing; decree.

1. In all cases the parties interested shall, upon motion, have an opportunity of appearing and using counter-affidavits and contesting the application.

2. If it appear to the court at the hearing that the record in the case is lost, destroyed or defaced, and what its contents were, it may then make, order or cause to be made, a new roll or record, corresponding to the old one as near as can be done, and enter the same as of record in the court.

3. The matter thus substituted will thenceforward be received in all courts and given in all respects the same effect as though it were the original record.

[1911 CPA § 702; RL § 5644; NCL § 9191]

NRS 239.280 Limitation of record of judgment which has been restored. Where any record of a judgment has been restored under this chapter, the judgment shall not continue or extend beyond the limitation prescribed by law at the time the original judgment so restored was entered.

[1911 CPA § 703; RL § 5645; NCL § 9192]

NRS 239.290 Taxation of costs. The costs to be taxed upon an application to restore a lost or destroyed record, as provided in this chapter, shall be the same as are provided for like service in civil actions, and may be adjudged against either or any party to such proceeding or application, or may, in the discretion of the court, be apportioned between such parties.

[1911 CPA § 704; RL § 5646; NCL § 9193]

PENALTIES

NRS 239.300 Stealing, altering or defacing records, documents or instruments. A person who:

1. Steals, embezzles, corrupts, alters, withdraws, falsifies or avoids any record, process, charter, gift, grant, conveyance, bond or contract;

2. Knowingly or willfully, takes off, discharges or conceals any issue, forfeited recognizance or other forfeiture;

3. Forges, defaces or falsifies any document or instrument recorded or filed in any court, or any registered acknowledgment or certificate; or

4. Steals, alters, defaces or falsifies any minute, document, book or any proceedings of or belonging to any public office within this state,

is guilty of a category C felony and shall be punished as provided in NRS 193.130.

[Part 61:108:1866; B § 2659; BH § 1696; C § 1842; RL § 2817; NCL § 4817]—(NRS A 1967, 533; 1979, 1463; 1983, 266; 1995, 1263)

NRS 239.310 Removing, injuring or concealing public records and documents. A person who willfully and unlawfully removes, alters, mutilates, destroys, conceals or obliterates a record, map, book, paper, document or other thing filed or deposited in a public office, or with any public officer, by authority of law, is guilty of a category C felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 79; RL § 6344; NCL § 10028]—(NRS A 1967, 533; 1979, 1463; 1995, 1263)

NRS 239.320 Injury to, concealment or falsification of records or papers by public officer. An officer who

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mutilates, destroys, conceals, erases, obliterates or falsifies any record or paper appertaining to his or her office, is guilty of a category C felony and shall be punished as provided in NRS 193.130.

[Part 1911 C&P § 80; RL § 6345; NCL § 10029]—(NRS A 1979, 1463; 1995, 1264)

NRS 239.330 Offering false instrument for filing or record. A person who knowingly procures or offers any false or forged instrument to be filed, registered or recorded in any public office, which instrument, if genuine, might be filed, registered or recorded in a public office under any law of this State or of the United States, is guilty of a category C felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 83; RL § 6348; NCL § 10032]—(NRS A 1967, 533; 1995, 1264)

NRS 281.180 Record of official acts of person taking acknowledgments; liability and penalty.

1. Each person authorized by law to take the proof or acknowledgment of the execution of conveyances of real property, or other instrument required by law to be proved or acknowledged, shall keep a record of all of the person's official acts in relation thereto in a book to be provided by the person for that purpose. There shall be entered in the book:

- (a) The date of the proof or acknowledgment thereof.
- (b) The date of the instrument.
- (c) The name or character of the instrument proved or acknowledged.
- (d) The names of each of the parties thereto, as grantor, grantee or otherwise.

➔ During business hours, the record shall be open to public inspection without fee or reward.

2. Any person mentioned in subsection 1 who refuses or neglects to comply with the requirements of this section shall:

- (a) Be punished by a fine of not more than \$500; and
- (b) Be liable on the person's official bond in damages to any person injured by such refusal or neglect to the extent of the injury sustained by reason of the refusal or neglect mentioned in this subsection.

[1:32:1869; B § 315; BH § 2662; C § 2730; RL § 1098; NCL § 1559] + [2:32:1869; B § 316; BH § 2663; C § 2731; RL § 1099; NCL § 1560]—(NRS A 1967, 548)

NRS 281.190 Unlawful withholding or destruction of records; penalties.

1. If an officer whose office is abolished by law, or who, after the expiration of the term for which the officer is appointed or elected, or after the officer has resigned, or when legally removed from office, willfully or unlawfully withholds or detains from the officer's successor, or other person entitled thereto by law, the records, papers, documents or other writings pertaining or belonging to the officer's office, or mutilates, destroys or takes away any such writing, the person so offending is guilty of a category D felony and shall be punished as provided in NRS 193.130.

2. The provisions of this section apply to any person who has possession of the records, documents, papers or other writings and willfully mutilates, withholds or detains them.

[63:108:1866; B § 2661; BH § 1698; C § 1844; RL § 2819; NCL § 4819]—(NRS A 1979, 1464; 1995, 1264)

NRS 281A.400 General requirements; exceptions. A code of ethical standards is hereby established to govern the conduct of public officers and employees:

1. A public officer or employee shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in the public officer's or employee's position to depart from the faithful and impartial discharge of the public officer's or employee's public duties.

2. A public officer or employee shall not use the public officer's or employee's position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee, any business entity in which the public officer or employee has a significant pecuniary interest, or any person to whom the public officer or employee has a commitment in a private capacity to the interests of that person. As used in this subsection:

(a) "Commitment in a private capacity to the interests of that person" has the meaning ascribed to "commitment in a private capacity to the interests of others" in subsection 8 of NRS 281A.420.

(b) "Unwarranted" means without justification or adequate reason.

3. A public officer or employee shall not participate as an agent of government in the negotiation or execution of a contract between the government and any business entity in which the public officer or employee has a significant pecuniary interest.

4. A public officer or employee shall not accept any salary, retainer, augmentation, expense allowance or other compensation from any private source for the performance of the public officer's or employee's duties as a public officer or employee.

5. If a public officer or employee acquires, through the public officer's or employee's public duties or relationships, any information which by law or practice is not at the time available to people generally, the public officer or employee shall not use the information to further the pecuniary interests of the public officer or employee or any other person or business entity.

6. A public officer or employee shall not suppress any governmental report or other document because it might tend to affect unfavorably the public officer's or employee's pecuniary interests.

7. Except for State Legislators who are subject to the restrictions set forth in subsection 8, a public officer or employee shall not use governmental time, property, equipment or other facility to benefit the public officer's or employee's personal or financial interest. This subsection does not prohibit:

(a) A limited use of governmental property, equipment or other facility for personal purposes if:

(1) The public officer who is responsible for and has authority to authorize the use of such property, equipment or other facility has established a policy allowing the use or the use is necessary as a result of emergency circumstances;

(2) The use does not interfere with the performance of the public officer's or employee's public duties;

(3) The cost or value related to the use is nominal; and

(4) The use does not create the appearance of impropriety;

(b) The use of mailing lists, computer data or other information lawfully obtained from a governmental agency which is available to members of the general public for nongovernmental purposes; or

(c) The use of telephones or other means of communication if there is not a special charge for that use.

➤ If a governmental agency incurs a cost as a result of a use that is authorized pursuant to this subsection or would ordinarily charge a member of the general public for the use, the public officer or employee shall promptly reimburse the cost or pay the charge to the governmental agency.

8. A State Legislator shall not:

(a) Use governmental time, property, equipment or other facility for a nongovernmental purpose or for the private benefit of the State Legislator or any other person. This paragraph does not prohibit:

(1) A limited use of state property and resources for personal purposes if:

(I) The use does not interfere with the performance of the State Legislator's public duties;

(II) The cost or value related to the use is nominal; and

(III) The use does not create the appearance of impropriety;

(2) The use of mailing lists, computer data or other information lawfully obtained from a governmental agency which is available to members of the general public for nongovernmental purposes; or

(3) The use of telephones or other means of communication if there is not a special charge for that use.

(b) Require or authorize a legislative employee, while on duty, to perform personal services or assist in a private activity, except:

(1) In unusual and infrequent situations where the employee's service is reasonably necessary to permit the State Legislator or legislative employee to perform that person's official duties; or

(2) Where such service has otherwise been established as legislative policy.

9. A public officer or employee shall not attempt to benefit the public officer's or employee's personal or financial interest through the influence of a subordinate.

10. A public officer or employee shall not seek other employment or contracts through the use of the public officer's or employee's official position.

(Added to NRS by 1977, 1105; A 1987, 2094; 1991, 1595; 1993, 2243; 1997, 3324; 1999, 2736; 2003, 3388; 2009, 1053)—(Substituted in revision for NRS 281.481)

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NRS 378.250 Archival material of historical value; disposition; expenditure of donated money. The State Library and Archives Administrator may:

1. Receive into the archives material from a state agency if the State Library and Archives Administrator finds that it is of historical value.

2. With the approval of the Committee to Approve Schedules for the Retention and Disposition of Official State Records created pursuant to NRS 239.073, return to the state agency from which it was received, material in the archives which the State Library and Archives Administrator finds is not of historical value.

3. Receive into the archives material which has been directed to be deposited in the archives by an order or resolution of the governing body of a local governmental entity, if the State Library and Archives Administrator finds that it is of historical value.

4. With the approval of the Committee to Approve Schedules for the Retention and Disposition of Official State Records, turn over to:

(a) Any agency in the Department; or

(b) The Nevada System of Higher Education,

➤ material in the archives which the State Library and Archives Administrator finds to be surplus, not properly in the archives or appropriate to be kept elsewhere.

5. Expend a gift of money the State Library and Archives Administrator is authorized to accept for the purpose specified by the donor or, if no purpose is specified, in a manner which will further the purposes of the Division.

(Added to NRS by 1979, 181; A 1979, 625; 1983, 1303; 1987, 1307; 1993, 400; 1997, 3144)

NRS 378.255 Management and retention of records; recovery of records. The State Library and Archives Administrator may:

1. Adopt regulations and establish standards, procedures and techniques for the effective management of records.
 2. Make continuing surveys of current practices for the management of records and recommend improvements in those practices, including the use of space, equipment and supplies to create, maintain and store records.
 3. Establish standards for the preparation of schedules providing for the retention of state records of continuing value and for the prompt and orderly disposition of state records which no longer possess sufficient administrative, fiscal, legal or research value to warrant their further retention.
 4. Establish, maintain and operate a center for storing and retrieving records for state agencies pending the acceptance of the records by the Division or the disposition of the records in any other manner prescribed by law.
 5. Establish a program for the control and management of forms, files, reports, directives and correspondence.
 6. Establish a program of planning and preparation to assist state agencies and local governments in providing protection for records essential for the continuation or reestablishment of government in the event of a disaster.
 7. Provide advice and technical assistance to state agencies, local governmental entities and, if requested, the Legislative and Judicial Branches of State Government concerning any aspect of managing records.
 8. Through the Division, inspect the physical nature of governmental records in the custody of a state or local governmental agency which are not confidential or privileged.
 9. With the approval of the Committee to Approve Schedules for the Retention and Disposition of Official State Records created pursuant to NRS 239.073, bring an action to obtain possession of the records of a state or local governmental agency which are:
 - (a) Of historical value and are not being properly cared for; or
 - (b) Privately held.
- In an action to recover a record which is privately held, it is rebuttably presumed that a governmental record which appears to be the original of a document received or the file copy of a document made by a governmental agency is governmental property.

(Added to NRS by 1983, 1301; A 1997, 3144)

NRS 378.260 Agreement to maintain material of Secretary of State in archives. The State Library and Archives Administrator may enter into an agreement with the Secretary of State to keep in the archives material of which the Secretary of State is required by law to have custody and to preserve.

(Added to NRS by 1979, 181; A 1997, 3145)

NRS 603.080 Owner of program or data may institute civil action; order of court.

1. The owner of the rights to a proprietary program or the data stored in a computer may bring a civil action to enjoin:
 - (a) Unfair trade practices respecting that program or data; or
 - (b) Infringement of a trade secret respecting that program or data.
 2. A court of competent jurisdiction may:
 - (a) Grant such injunctions to restrain the unfair trade practices or infringements of a trade secret as it deems just and reasonable;
 - (b) Require a defendant to pay to the owner all profits derived from the wrongful acts of the defendant and all damage suffered by the owner because of those acts; and
 - (c) Order all copies of such a program or data which is in the possession or control of a defendant to be delivered to the owner or to an officer of the court for destruction.
- (Added to NRS by 1983, 1349)

NRS 603.090 Civil remedies under NRS 603.010 to 603.090, inclusive, not exclusive. The civil remedies provided in NRS 603.010 to 603.090, inclusive:

1. Do not preclude the prosecution of a defendant under the penal laws of this State.
 2. Are in addition to any rights or remedies to which the owner of a proprietary program or data stored in a computer is entitled under the common law.
- (Added to NRS by 1983, 1350; A 2007, 1400)

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NAC 239.700 Records officer: Designation and replacement; cooperation of Division. (NRS 378.255, 378.280)

1. Each state agency shall designate a records officer and notify the Division, in writing, when its records officer has been replaced.

2. The Division shall cooperate with the agency's records officer and shall keep him informed concerning all phases of the scheduling of the agency's records.

(Added to NAC by St. Librarian, eff. 12-4-91; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.705 "Official state record" interpreted. (NRS 378.255, 378.280)

1. For the purposes of NRS 239.080, an "official state record" means information created or received by a state agency under authority of law, regulation or other legal mandate or in connection with the transaction of public business that is preserved or appropriate for preservation by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the state agency, including, without limitation, all papers, unpublished books, maps, photographs, machine readable materials including audio and audiovisual materials, or other documentary materials, regardless of physical form or characteristics.

2. The phrase does not include nonrecord materials. Nonrecord materials include, without limitation:

(a) Published books and pamphlets, books and pamphlets printed by a governmental printer, answer pads for a telephone or other informal notes, desk calendars, stenographers' notebooks after the information contained therein has been transcribed, unused forms except ballots and as indicated in a retention schedule, brochures, newsletters, magazines, newspapers except those excerpts used as evidence of publication, scrapbooks, physical property, artifacts, library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, or stocks of publications and processed documents.

(b) Workpapers used to collect or compile data, or drafts developed from those workpapers, unless an appraisal conducted by the Division indicates that the workpapers or drafts have legal, fiscal, research or archival value.

(Added to NAC by St. Librarian, eff. 12-4-91; A by Library & Archives Admin'r by R007-98, 4-10-98; R090-06, 6-1-2006)

NAC 239.711 Destruction of nonrecords. (NRS 378.255, 378.280) A nonrecord may, if not otherwise prohibited by law, be destroyed at any time by a state agency without being scheduled for destruction by the State Library and Archives Administrator.

(Added to NAC by Library & Archives Admin'r by R090-06, eff. 6-1-2006)

NAC 239.721 Procedures for sealing records; management and disposal of sealed records. (NRS 378.255, 378.280)

1. A state agency which is required by any statute or court of competent jurisdiction to seal a record which is in the legal custody of the agency shall seal the record by physically removing the record from the filing system of the agency and placing the record in a separate file which is not accessible to the general public, including, but not limited to, a filing cabinet or drawer which can be locked.

2. The state agency shall make a notation in its filing system that the record has been removed. The notation must include the name of the record which has been removed, the date that it was removed and a cite of the legal authority for its removal. The agency shall place the record to be sealed and the court order or a copy of the statutory authority pursuant to which the record is being sealed into an envelope or closable file and place on the outside of the envelope or file a statement which is substantially in the following form:

Sealed by the authority of (cite the court order or statutory authority pursuant to which the record has been sealed). Access by authorized personnel or by court order only.

3. The state agency shall establish within its filing system a separate confidential file for the purpose of locating and retrieving the sealed records in the legal custody of the agency. The separate file may contain only such information as may be necessary to facilitate the location and retrieval of the sealed record. The authorized personnel of the agency may disclose to the public whether a record is in the legal custody of the state agency, but no other details relating to the sealed record may be disclosed to the

public.

4. Once a record is sealed, the authorized personnel of the state agency may review the record for administrative purposes only. The actual contents of a sealed record may be disclosed only upon the order of a court of competent jurisdiction.

5. The state agency shall keep a log to monitor the access to the sealed record. The log must include, without limitation:

- (a) The name of each person who accesses the sealed record;
- (b) The time and date on which that access was made;
- (c) The purpose for accessing the sealed record; and
- (d) The authority pursuant to which the person is accessing the sealed record.

6. If the record to be sealed is on microfiche, a microfilm jacket, an aperture card or a microcard, the state agency shall:

(a) Remove the microfiche, microfilm jacket, aperture card or microcard and place it into an envelope or a closable file in accordance with this section; and

(b) Replace the microfiche, microfilm jacket, aperture card or microcard removed pursuant to paragraph (a) with an index or other similar card which includes the name of the record which has been removed and the date that it was removed and cites the legal authority for its removal.

7. If the record to be sealed is on a roll of microfilm, including, without limitation, a reel, cartridge or cassette of microfilm, the state agency shall:

(a) Remove the entire roll of microfilm and place the roll into an envelope or closable file in accordance with this section; or

(b) Cut from the roll of microfilm that portion of the record which is to be sealed and place the portion of the record which has been removed into an envelope or closable file in accordance with this section. A target, a certification and a copy of the court order or statutory citation pursuant to which the record is being removed must be spliced between the ends of the cut roll of microfilm, in accordance with the following standards of the American National Standards Institute (ANSI) and the Association for Information and Image Management (AIIM), which are hereby adopted by reference:

(1) ANSI/AIIM MS18-1992, Micrographics—Splices for Imaged Film—Dimensions and Operational Constraints;

(2) ANSI/AIIM MS19-1993, Identification of Microforms, Recommended Practice for Identification of Microforms; and

(3) ANSI/AIIM MS42-1989, Information and Image Management—Recommended Practice for the Expungement, Deletion, Correction or Amendment of Records on Microforms.

↪ A copy of the standards set forth in this paragraph is available from the Association for Information and Image Management, 1100 Wayne Avenue, Suite 1100, Silver Spring, Maryland 20910, or at the Internet address <http://www.aiim.org>, for the price of \$25 for members or \$33 for nonmembers.

8. A state agency shall not dispose of a sealed record unless the record appears on a schedule for retention and disposition approved pursuant to NRS 239.080.

9. As used in this section, "authorized personnel" includes, without limitation:

- (a) The records officer, the legal counsel and the appointing authority of the state agency;
- (b) Any person who is so designated by the appointing authority of the state agency; and
- (c) For the purpose of creating a schedule for retention and disposition pursuant to NRS 239.080, the State Library and Archives Administrator or his designated agent.

(Added to NAC by St. Librarian, eff. 1-31-96; A by Library & Archives Admin'r by R007-98, 4-10-98; R090-06, 6-1-2006)

NAC 239.722 Disposal of confidential public books and records; destruction of electronic records and of copies of records. (NRS 378.255, 378.280)

1. A public book or public record which has been declared confidential pursuant to NRS 239.010 must be disposed of only in accordance with a schedule approved pursuant to NRS 239.080 and:

- (a) By shredding in a manner that ensures the information cannot be reconstructed;
- (b) By burning if allowed by federal, state and local regulations; or
- (c) As required by the laws, regulations, established standards, policies and procedures of the State or Federal Government.

2. An electronic record must be destroyed in accordance with:

- (a) The applicable schedule in a manner which ensures that the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing and the physical destruction of the

storage media; and

(b) The established standards, policies and procedures of the Information Technology Strategic Planning Committee or its successor.

3. All copies of a record must be destroyed at the same time without regard to the type of media used for the physical storage of such record.

(Added to NAC by St. Librarian, eff. 3-30-94; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.740 Facilities for storage of records: Standards; private facilities; preference. (NRS 378.255, 378.280)

1. To the extent allowed by legislative appropriation, a state agency shall store official state records in a facility which meets the standards set forth in the most recently adopted edition of *NFPA 232: Standards for the Protection of Records*, which is hereby adopted by reference, unless the Division gives notice that the most recent revision is not suitable for this State pursuant to this subsection. The publication is available from the National Fire Protection Association at 1 Batterymarch Park, Quincy, Massachusetts 02169-7471, at the Internet address <http://www.nfpa.org> or by telephone at (800) 344-3555, for the price of \$28.80 for members and \$32 for nonmembers. The Division shall review each revision of *NFPA 232: Standards for the Protection of Records* to ensure its suitability for this State. If the Division determines that a revision is not suitable for this State, the Division shall hold a public hearing to review its determination within 180 days after the date of the publication of the revision and give notice of that hearing. If, after the hearing, the Division does not revise its determination, the Division shall give notice within 30 days after the hearing that the revision is not suitable for this State. If the Division does not give such notice, the revision becomes part of the publication adopted by reference pursuant to this subsection.

2. A state agency shall not store such records in a facility not owned by the State without the written permission of the person designated by the State Library and Archives Administrator to manage official state records. He shall determine whether the private facility meets with the standards set forth in this section.

3. If a state agency stores official state records at a facility which is not located at the same physical location as the state agency and which is not owned by the State, the state agency shall ensure that the security system used by the facility:

(a) Is connected to a central station for fire and intrusion monitoring that monitors the facility 24 hours a day;

(b) Has audible alarms for fire and intrusion;

(c) Has physical intrusion protection devices, including, without limitation, high grade locks, gates and window bars on all entries, including, without limitation, all doors, windows, stairwells, ramps, docks and roof ports; and

(d) Has motion detectors on the interior of the building.

➔ When choosing a facility for the storage of official state records, a state agency shall give preference to a facility that has a system for the detection of leaks of water.

(Added to NAC by St. Librarian, eff. 12-4-91; A 3-30-94; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.745 Duties of Board of Regents. (NRS 378.255, 378.280)

1. The Board of Regents shall establish a records management program. The Board of Regents shall provide a facility for the storage of the records on each campus of the Nevada System of Higher Education. The records of each institution must remain with and be preserved by that institution. The Board of Regents shall furnish the Division with general information relating to the operation of the facilities, such as the names, addresses and telephone numbers of the persons managing the program on each campus. Under such a program, each series of records produced and stored by an institution of the Nevada System of Higher Education must be inventoried, appraised and scheduled on forms approved by the Division. The results of the inventory and appraisal must be submitted to the Division for review. The Division shall submit the schedules of the Nevada System of Higher Education to the Committee for approval.

2. The Board of Regents shall provide for the preservation of records from the Nevada System of Higher Education with legal, research or archival value. Except as otherwise provided in this subsection, these records must be stored in facilities which meet the standards set forth in NAC 239.740 or

transferred to the State Archives. Records of the Board of Regents with legal, research or archival value must be transferred to the State Archives.

(Added to NAC by St. Librarian, eff. 12-4-91; A 3-30-94; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.750 Procedure upon abolishment or disbanding of state agency; procedure upon reorganization or reinstatement of defunct state agency. (NRS 378.255, 378.280)

1. Upon receiving notice that a state agency is being abolished or disbanded, the head of the agency, whether elected or appointed, shall take such actions as may be necessary to transfer the records of the agency to the Division for appraisal and preservation. Upon receipt, the Division acquires legal custody of these records. The records center shall maintain the records of defunct state agencies which have administrative, fiscal or legal value until the scheduled period for retention has passed. Thereafter, any long-term record or record with research or archival value must be transferred to the State Archives.

2. If a defunct state agency is reorganized or reinstated, the Division shall transfer the agency's records with administrative, fiscal or legal value into the legal custody of that state agency. Records with research or archival value must remain with the State Archives.

(Added to NAC by St. Librarian, eff. 12-4-91; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.755 Priority for microfilming and protection of long-term records and vital records. (NRS 378.255, 378.280) Each state agency shall give priority to the microfilming and protection of its long-term records and vital records within the limits of the agency's budget. If money has been appropriated for the microfilming or storage of records, the microfilming of long-term records and vital records must be given priority.

(Added to NAC by St. Librarian, eff. 12-4-91; A by Library & Archives Admin'r by R090-06, 6-1-2006)

NAC 239.760 Treatment of electronic records. (NRS 378.255, 378.280)

1. A state agency which produces an electronic record shall include the entire record or image. Each electronic record must include:

- (a) The date the record was produced;
- (b) The date any alteration was produced;
- (c) Evidence that the record was authorized for issue or signature;
- (d) The name of the person who authorized the record for issue or signature; and
- (e) The name of any person, business, organization, governmental agency or any other entity to which the record was sent by the state agency.

2. The temperature in the area used to store an electronic record must be maintained at or above 50 degrees Fahrenheit, but not more than 75 degrees Fahrenheit.

3. The agency's personnel shall transfer electronic mail records to a medium which will ensure retention until the minimum period for retention has passed.

4. Except as otherwise provided in this subsection, an electronic record that has been appraised and scheduled to be transferred to the State Archives must not be sent via electronic communication or on electronic storage media. The agency shall transfer the electronic record onto alkaline reserve paper, microfilm or microfiche before transferring it to the State Archives. Audio and audiovisual recordings may be transferred in their original storage media.

(Added to NAC by St. Librarian, eff. 12-4-91; A 3-30-94; 1-31-96; A by Library & Archives Admin'r by R090-06, 6-1-2006)

MAY 11 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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Reviewed by:	<i>[Signature]</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Attorney General
Private Investigator Licensing Board
704 W. Nye Street, #202
Carson City, Nevada 89703-1576
Contact: Mechele Ray 775-687-3223, 775-687-3224; fax: 775-687-3226

2. Name of Lessor: Avalon Nevada Investments, LLC
c/o Sam Douglass
Contact: John Uhart (775) 884-1896 Fax: (775) 884-4896

3. Address of Lessor: c/o John Uhart Commercial
301 W. Washington St #1
Carson City, NV 89703

4. Address of Lease property: 704 West Nye Lane # 202
Carson City, NV 89703-1576

a. Square Footage: 2,403 usable square feet of office space

b. Cost:

cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
\$0.00	1	\$0.00	month 1 (estimated July 1, 2010)	\$0.000
\$2,643.30	11	\$29,076.30	months 2-12	\$1.100
\$2,643.30	12	\$31,719.60	months 13-24	\$1.100
\$2,715.39	12	\$32,584.68	months 25-36	\$1.130
\$2,715.39	12	\$32,584.68	months 37-48	\$1.130
\$2,787.48	12	\$33,449.76	months 49-60	\$1.160
c. Total Lease Consideration: \$159,415.02				
d. Rental Adjustments: None				
e. Term: Five (5) years				
f. Option to renew: Yes				
g. Utilities: Lessor				
h. Janitorial: Lessor				
i. Major repairs: Lessor				
j. Minor repairs: Lessor				
k. Taxes: Lessor				
l. Comparable costs: \$1.05 - \$1.43				
m. Specific termination clause in lease:			Breach/Default lack of funding	
n. Lease will be paid for by Agency Budget Account Number:			1032	

5. Purpose of the lease: To house the State of Nevada, Private Investigators Board.

6. This lease constitutes:
- ☐ An extension of an existing lease
- ☐ An addition to current facilities (requires a remark)
- ☐ A relocation (requires a remark)
- ☒ A new location (requires a remark)
- ☐ Remodeling only
- ☐ Other

a. Estimated moving expenses: Furnishings: \$3,000.00 Data/Phones: \$5,000.00

Remarks: The Tenant is relocating from Executive Point Drive to West Nye Lane. The new rental rate is \$1.10 psf including extensive Tenant Improvements, plus one months free rent. The current landlord rental rate is \$1.489 psf. If the Tenant had rented the same amount of space and had not increased their foot print by an additional 1,122 sf, the total savings would have been \$36,285.90. With the additional space (1,122 sf) there is an increase over the term of the lease of \$38,147.58 for a total of 2,403 square feet. The total difference is \$1,861.68 paid more over the entire term of the lease for nearly double the square footage.

LEASE #1

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20001123053	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC ☒ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License:	Yes	No ☒
	*If yes, please explain:		
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes ☒	No
	*If no, please explain:		
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes ☒	No
	*If no, please explain:		
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes ☒	No


5/11/10

 Authorized Signature - Buildings and Grounds Division
 Date


5/11/10

 Authorized Signature - Agency
 Date

For Board of Examiners Yes

 No

X

6000#1

MAY 04 2010

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i> 05/04/10
Reviewed by:	<i>[Signature]</i> 5/13/10
Reviewed by:	

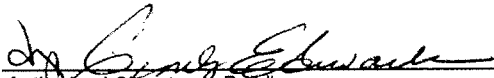
1. Agency:	Department of Business and Industry Labor Commission 675 Fairview Drive, Suite 226 Carson City, Nevada 89701 Contact: Michael Tanchuck or Jerry, (775) 687-4850 Fax: (775) 687-6409																																						
2. Name of Lessor:	Bowers Family Investments, LLC contact: Terry Yeager, Carson Properties, 882-3211																																						
3. Address of Lessor	c/o 187 Sonoma Street Carson City, Nevada 89701																																						
4. Address of Lease property:	675 Fairview Drive, Carson City, Nevada 89701 Suites 225, 226, 227, 228, 229, 229A, 247, 248																																						
a. Square Footage:	1,568 useable																																						
b. Cost: decrease	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">cost per month</th> <th style="width: 10%;"># of months in time frame</th> <th style="width: 15%;">Cost per Year</th> <th style="width: 30%;">time frame</th> <th style="width: 30%;">Approximate cost per square foot</th> </tr> </thead> <tbody> <tr> <td>\$1,646.40</td> <td>12</td> <td>\$19,756.80</td> <td>05/01/10 - 04/30/11</td> <td>\$1.050</td> </tr> <tr> <td>\$1,646.40</td> <td>12</td> <td>\$19,756.80</td> <td>05/01/11 - 04/30/12</td> <td>\$1.050</td> </tr> <tr> <td>\$1,756.16</td> <td>12</td> <td>\$21,073.92</td> <td>05/01/12 - 04/30/13</td> <td>\$1.120</td> </tr> <tr> <td>\$1,850.24</td> <td>12</td> <td>\$22,202.88</td> <td>05/01/13 - 04/30/14</td> <td>\$1.180</td> </tr> <tr> <td>\$1,960.11</td> <td>12</td> <td>\$23,521.32</td> <td>05/01/14 - 04/30/15</td> <td>\$1.250</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot	\$1,646.40	12	\$19,756.80	05/01/10 - 04/30/11	\$1.050	\$1,646.40	12	\$19,756.80	05/01/11 - 04/30/12	\$1.050	\$1,756.16	12	\$21,073.92	05/01/12 - 04/30/13	\$1.120	\$1,850.24	12	\$22,202.88	05/01/13 - 04/30/14	\$1.180	\$1,960.11	12	\$23,521.32	05/01/14 - 04/30/15	\$1.250					
cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot																																			
\$1,646.40	12	\$19,756.80	05/01/10 - 04/30/11	\$1.050																																			
\$1,646.40	12	\$19,756.80	05/01/11 - 04/30/12	\$1.050																																			
\$1,756.16	12	\$21,073.92	05/01/12 - 04/30/13	\$1.120																																			
\$1,850.24	12	\$22,202.88	05/01/13 - 04/30/14	\$1.180																																			
\$1,960.11	12	\$23,521.32	05/01/14 - 04/30/15	\$1.250																																			
c. Total Lease Consideration:	\$106,311.72																																						
d. Rental Adjustments	None																																						
e. Term:	5 Years																																						
f. Option to renew:	Yes																																						
g. Utilities:	Lessor																																						
h. Janitorial:	Lessor																																						
i. Major repairs:	Lessor																																						
j. Minor repairs:	Lessor																																						
k. Taxes:	Lessor																																						
l. Comparable costs:	\$1.05 - \$1.56																																						
m. Specific termination clause in lease:	Breach/Default lack of funding																																						
n. Lease will be paid for by Agency Budget Account Number:	3900																																						
5. Purpose of the lease:	To house the office of the Labor Commissioner																																						
6. This lease constitutes:	☒ An extension of an existing lease ☐ An addition to current facilities (requires a remark) ☐ A relocation (requires a remark)																																						
a. Estimated moving expenses:	Furnishings:		Data/Phones:																																				
Remarks:	LANDLORD VOLUNTARY LEASE RESTRUCTURE. A savings of \$38,017.44 over the term of the lease.																																						

Leaf #2

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	E0606712009-0
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC ☒ INC ☐ CORP ☐ LLP ☐
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No ☒
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes ☒ No _____
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes ☒ No _____
f.	Does the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes ☒ No _____


 Authorized Signature - Buildings
 and Grounds Division Date

 4/29/10
 Authorized Signature - Agency Date

For Board of Examiners Yes
 No

☒
☐

LATA#2

RECEIVED

MAY 11 2010

For Budget Division Use Only	
Reviewed by:	<i>H. Nicholas 5/12/10</i>
Reviewed by:	<i>C. H. 5/12/10</i>
Reviewed by:	

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

STATEWIDE LEASE INFORMATION

1. Agency:	Ethics Commission 704 W. Nye Street, #204 Carson City, Nevada 89703-1576 Contact: Michelle Ene (775) 687-5469 x 221; Fax (775) 687-1279				
2. Name of Lessor:	Avalon Nevada Investments, LLC c/o Sam Douglass Contact: John Uhart (775) 884-1896 Fax: (775) 884-4896				
3. Address of Lessor	c/o John Uhart Commercial 301 W. Washington St #1 Carson City, NV 89703				
4. Address of Lease property:	704 West Nye Lane #204 Carson City, NV 89703-1576				
a. Square Footage:	1,737 usable square feet of office space				
b. Cost:	cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
	\$0.00	1	\$0.00	month 1 (estimated July 1, 2010) <i>FY11 = 7/1/10 - 6/30/11</i>	\$0.000
	\$1,910.70	11	\$21,017.70	months 2-12	\$1.100
	\$1,910.70	12	\$22,928.40	months 13-24 <i>FY12 = 7/1/11 - 6/30/12</i>	\$1.100
	\$1,962.81	12	\$23,553.72	months 25-36 <i>FY13 = 7/1/12 - 6/30/13</i>	\$1.130
	\$1,962.81	12	\$23,553.72	months 37-48 <i>FY14 = 7/1/13 - 6/30/14</i>	\$1.130
	\$2,014.92	12	\$24,179.04	months 49-60 <i>FY15 = 7/1/14 - 6/30/15</i>	\$1.160
c. Total Lease Consideration:					\$115,232.58
d. Rental Adjustments	None				
e. Term:	Five (5) years				
f. Option to renew:	Yes				
g. Utilities:	Lessor				
h. Janitorial:	Lessor				
i. Major repairs:	Lessor				
j. Minor repairs:	Lessor				
k. Taxes:	Lessor				
l. Comparable costs:	\$1.05 - \$1.43				
m. Specific termination clause in lease:					Breach/Default lack of funding
n. Lease will be paid for by Agency Budget Account Number:	1343				

5. Purpose of the lease: To house the Nevada Commission on Ethics.

6. This lease constitutes:

☐	An extension of an existing lease
☐	An addition to current facilities (requires a remark)
☒	A relocation (requires a remark)
☐	A new location (requires a remark)
☐	Remodeling only
☐	Other

a. Estimated moving expenses: \$1,500.00 Furnishings: 0 Data/Phones: \$5,500.00

Remarks: The Ethics Commission executed an Affidavit for **LACK OF FUNDING** for its Las Vegas Office and relocated a position to the Northern office. The Tenant is relocating from Executive Pointe Way to West Nye Lane in Carson City to reduce its rent and increase its space to accommodate this relocated employee. The new rental rate is \$1.10 psf including extensive Tenant Improvements, plus one months free rent. The current landlord rental rate is \$1.489 psf. If the Tenant had rented the same amount of space and had not increased their foot print by an additional 225, the total savings would have been \$42,790.08. Even with the additional space (225 sf), for a total of 1,737 square feet, the total cost savings over the term of the lease is \$27,863.58.

LAZ #3

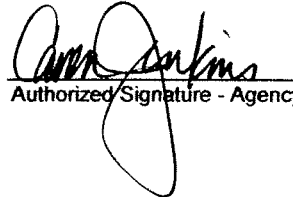
STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20001123053	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC ☒ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License:	Yes	No ☒
	*If yes, please explain:		
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes ☒	No
	*If no, please explain:		
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes ☒	No
	*If no, please explain:		
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes ☒	No


Authorized Signature - Buildings
and Grounds Division

5/11/10
Date


Authorized Signature - Agency

5/11/10
Date

For Board of Examiners Yes
No

☒
☐

602A#3

For Budget Division Use Only	
Reviewed by:	CH 5/11/10
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: State of Nevada, Department of Health and Human Services, Aging & Disability Services
1840 E. Sahara Avenue, Suite 110
Las Vegas, NV 89104
Telephone: (702) 486-3747; (775) 687-4210 x 226
Fax: (702) 486-3236

2. Name of Lessor: JS Park Sahara LLC
c/o The Saunders Property Company
Contact: Kern Braswell: 949-852-0900 x 17; Fax: (949) 752-7979

3. Address of Lessor: 1600 Dove Street, Suite 480
Newport Beach, California 92660

4. Address of Lease property: 1820 E. Sahara # 208
Las Vegas, NV 89104

a. Square Footage: 1,638 usable square feet

b. Cost increase

cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
\$0.00	22 days	\$0.00	June 9, 2010 - June 30, 2010	\$0.0000
\$0.00	1	\$0.00	July 1, 2010 - July 31, 2010	\$0.0000
\$2,375.10	11	\$26,126.10	August 1, 2010 - June 30, 2011	\$1.4500
\$2,375.10	12	\$28,501.20	July 1, 2011 - June 30, 2012	\$1.4500
2.5% \$2,434.48	12	\$29,213.76	July 1, 2012 - June 30, 2013	\$1.4862
\$2,434.48	12	\$29,213.76	July 1, 2013 - June 30, 2014	\$1.4862
2.5% \$2,495.34	12	\$29,944.08	July 1, 2014 - June 30, 2015	\$1.5234

c. Total Lease Consideration: \$142,998.90

d. Rental Adjustments: None

e. Term: Five (5) years and twenty-two (22) days

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable costs: \$1.45 - \$1.90

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3195, 3252

5. Purpose of the lease: To house the Aging & Disability Services.

6. This lease constitutes:

☐ An extension of an existing lease

☒ An addition to current facilities (requires a remark)

☐ A relocation (requires a remark)

☐ A new location (requires a remark)

☐ Remodeling only

☐ Other

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$1,600.00

Remarks: The ADSD is integrating the Elder Protective Services Program from Clark County and requires expansion space. Negotiated with landlord for lower cost per square foot. A total cost savings of \$20,260.05 over the term of this lease.

RECEIVED
MAY 07 2010
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

LEASE #4

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	20100266935-54
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [X] INC [] CORP [] LLP []
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <u>X</u>
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <u>X</u> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <u>X</u> No _____
f.	Does the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <u>X</u> No _____


Authorized Signature - Buildings
and Grounds Division _____ Date _____

 5/6/10
Authorized Signature - Agency _____ Date _____

For Board of Examiners Yes
No

X

LEA#4

For Budget Division Use Only	
Reviewed by:	<i>pt 5/10/10</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Division of Mental Health and Developmental Services
Rural Clinics
contact: Judith Lyman, (775) 687-5162 x 286
Fax: (775) 687-5745

2. Name of Lessor: Lakey Brothers
General Tire Inc.
contact: Jim Lakey Telephone (775) 423-5846; (775) 560-8473

3. Address of Lessor: P.O. Box 5159
Fallon, Nevada 89707

4. Address of Lease property: 150 N. Maine St.
Fallon, Nevada 89407

a. Square Footage: 2,800 usable square feet

b. Cost:

cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
\$2,732.88	14	\$38,260.32	June 1, 2010 - July 31, 2011	\$0.976

c. Total Lease Consideration: \$38,260.32

d. Rental Adjustments: No

e. Term: 14 Months

f. Option to renew: Yes

g. Utilities: TENANT

h. Janitorial: TENANT

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable costs: \$0.976 - \$1.18

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3648

5. Purpose of the lease: To house the Department of Health and Human Services, Division of Mental Health and Developmental Services, Rural Clinics.

6. This lease constitutes:

☒	An extension of an existing lease
☐	An addition to current facilities (requires a remark)
☐	A relocation (requires a remark)
☐	A new location (requires a remark)
☐	Remodeling only
☐	Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: Landlord is providing a door at no cost to Tenant between Rural Clinics and Rural Regional for safety, upon the request of the Tenant. 8% decrease over the 14 month term.

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MAY 07 2010

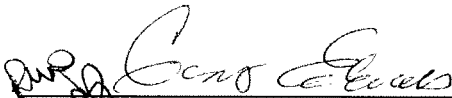
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

CSA #5

STATEWIDE LEASE INFORMATION

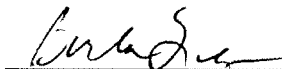
7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	219182
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC ☐ INC ☐ CORP ☒ LLP ☐
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No ☒
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes ☒ No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes No ☒
	3/29/10 the State Business License application was mailed and on 4/29/10, the Contractor	
	*If no, please explain: <u>dropped of his Corporation paperwork to The SOS office for processing.</u>	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes ☒ No



Authorized Signature - Buildings
and Grounds Division

Date



Authorized Signature - Agency

5/1/10

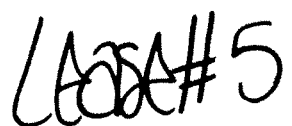
Date

For Board of Examiners Yes

☒

No

☒
☐



For Budget Division Use Only	
Reviewed by:	<i>Ph 5/10/10</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency:	Public Utilities Commission of Nevada 1150 East William Street Carson City, NV 89701		Contact: Donna Skau Telephone: (775) 684-6101 Fax: (775) 684-6161
2. Name of Lessor:	Lapour 215, LLC, a Nevada limited liability company Contact: Lisa Chasteen, Telephone (702) 222-3022, Fax: (702) 222-0961		
3. Address of Lessor	5565 S. Decatur Boulevard Suite 101 Las Vegas, Nevada 89118		
4. Address of Lease property:	9075 West Diablo Drive, Suite 250 Las Vegas, Nevada 89148		
a. Square Footage:	14,000 rentable square feet and containing approximately 12,206 useable square feet of office space.		
b. Cost:	cost per month	# of months in time frame	Approximate cost per square foot
	\$31,500.00	8	\$252,000.00
		4	\$0.00
	\$32,200.00	9	\$289,800.00
		3	\$0.00
	\$33,180.00	10	\$331,800.00
		2	\$0.00
	\$34,160.00	12	\$409,920.00
	\$35,140.00	12	\$421,680.00
	\$36,120.00	12	\$433,440.00
	\$37,240.00	12	\$446,880.00
	\$38,360.00	12	\$460,320.00
	\$39,480.00	12	\$473,760.00
		108	
c. Total Lease Consideration:	\$3,519,600.00		
d. Rental Adjustments	None		
e. Term:	Nine (9) years		
f. Option to renew:	Yes		
g. Utilities:	Lessor		
h. Janitorial:	Lessor		
i. Major repairs:	Lessor		
j. Minor repairs:	Lessor		
k. Taxes:	Lessor		
l. Comparable costs:	\$2.25 - \$2.85 (LEED Certified buildings)		
m. Specific termination clause in lease:	Breach/Default lack of funding		
n. Lease will be paid for by Agency Budget Account Number:	3920		

5. Purpose of the lease: To house the Public Utilities Commission of Nevada.

6. This lease constitutes:

☐	An extension of an existing lease
☐	An addition to current facilities (requires a remark)
☒	A relocation (requires a remark)
☐	A new location (requires a remark)

a. Estimated moving expenses: \$7,909.00 Furnishings: n/a Data/Phones: \$29,510.00

Remarks: The Commission must continue its efforts to serve in its leadership role in energy efficiency and conservation. As such, relocating to a building that is a "Leadership in Energy and Environmental Design (LEED) Certified. The new site location for the Commission will provide larger hearing rooms to accommodate Commission staff, utility representatives, media representatives, general public, and interested parties attending and/or participating in the Commission activities (i.e. hearings, workshops, consumer sessions, agenda's, etc.). Location, accessibility, and adequate parking are also required for all participants. The current location is not easily accessible and it charges a parking fee which has limited participation/attendance of the general public especially Nevada's senior population. Negotiations with this new Landlord resulted in: a) an average rental rate over 9 years of \$2.33 psf full service including approximately \$650,000 in tenant improvements; and b) a savings over the initial lease rate of \$2.65 psf of \$986,166.72 while increasing the leased space by 4,003 square feet.

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MAY 07 2010

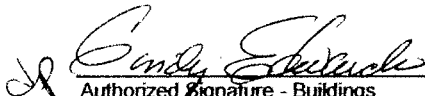
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

LATA #10
Lapour 215, LLC

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20061545575	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC ☒ INC ☐ CORP ☐ LLP ☐	
c.	Is the Contractor Exempt from obtaining a Business License:	Yes	No ☒
	*If yes, please explain:		
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes ☒	No
	*If no, please explain:		
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes ☒	No
	*If no, please explain:		
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes ☒	No


5-6-10
 Authorized Signature - Buildings and Grounds Division Date


5-6-10
 Authorized Signature - Agency Date

For Board of Examiners Yes
 No

☒
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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10934**

Agency Name: STATE ENERGY OFFICE	Legal Entity Name: AINSWORTH ASSOCIATES MECHANICAL ENGINEERS
Agency Code: 011	Contractor Name: AINSWORTH ASSOCIATES MECHANICAL ENGINEERS
Appropriation Unit: 4868-19	Address: 3741 BUSINESS DR STE 100
Is budget authority available?: Yes	City/State/Zip: SACRAMENTO, CA 95820
If "No" please explain: Not Applicable	Contact/Phone: null916/737-6014
	Vendor No.: T27012245
	NV Business ID: NV19751005286

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 5306

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC energy conservation upgrades - ARRA Projects (North), SPWB Project No. 10-A015, SPWB Contract No. 5306.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2010 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/04/2010 15:14:01 PM
Division Approval	dgrimm	05/04/2010 15:14:04 PM
Department Approval	dgrimm	05/04/2010 15:14:08 PM
Contract Manager Approval	dgrimm	05/06/2010 15:43:22 PM
Budget Analyst Approval	csawaya	05/14/2010 13:18:39 PM
Team Lead Approval	jmurph1	05/17/2010 12:27:32 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:27:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10942**Agency Name: **STATE ENERGY OFFICE**Agency Code: **011**Appropriation Unit: **4868-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JBA CONSULTING ENGINEERS, INC.**Contractor Name: **JBA CONSULTING ENGINEERS, INC.**Address: **5155 W PATRICK LN STE 100**City/State/Zip: **LAS VEGAS, NV 89118-2828**Contact/Phone: **null702/362-9200**Vendor No.: **T80928382**NV Business ID: **NV19661000733**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 5314

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 05/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC Energy Conservation Upgrades, SPWB Project No. 10-A015, SPWB Contract No. 5314.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2010 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary State's business requirements.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/05/2010 14:13:34 PM
Division Approval	dgrimm	05/05/2010 14:13:38 PM
Department Approval	dgrimm	05/05/2010 14:13:42 PM
Contract Manager Approval	dgrimm	05/06/2010 15:40:42 PM
Budget Analyst Approval	csawaya	05/14/2010 13:19:34 PM
Team Lead Approval	jmurph1	05/17/2010 12:18:39 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:18:46 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11159**

Agency Name: STATE ENERGY OFFICE	Legal Entity Name: Nevada Energy Assistance Corporation (NEAC)
Agency Code: 011	Contractor Name: Nevada Energy Assistance Corporation (NEAC)
Appropriation Unit: 4868-24	Address: 1535 Old Hot Springs Road, #50
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775-687-2032
	Vendor No.:
	NV Business ID: PENDING

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2012**Contract term: **1 year and 334 days**4. Type of contract: **Contract**Contract description: **Engineer Feasibility**

5. Purpose of contract:

This is a new contract to provide the Nevada Energy Assistance Corporation (NEAC), a non-profit corporation, formed by the Department of Business & Industry funding to lessen the burdens of government of the State by promoting the development of renewable and sustainable energy projects with Nevada. Pursuant to the recommendations of the Governor's Renewable Energy Transmission Access Advisory Committee, and the Governor's Renewable Energy Transmission Access Advisory Committee, Phase II, NEAC was formed to perform the essential functions of conducting feasibility, environmental and engineering studies and planning for the construction and operation of transmission lines necessary to connect renewable and sustainable energy generating sites to the State and National power grids. CONTRACTOR IS PENDING NON-PROFIT EXEMPTION FROM THE NEVADA SECRETARY OF STATE'S OFFICE.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,000,000.00**

Other basis for payment: Funds to be transferred to Nevada Energy Assistance Corporation within 10 days of BOE approval and upon receipt of NEAC DUNS number.

II. JUSTIFICATION

7. What conditions require that this work be done?

The private sector has not evidenced a willingness to engage in such projects, therefore, the government of the State, through NEAC, must perform this essential function to promote the energy independence of the State.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The NSOE is required to distribute the ARRA grant funds in a timely manner; to identify and manage the myriad number of contracts required for engineering and feasibility studies would tax the resources of NSOE. Alternatively, NEAC is a state-created non-profit uniquely situated to accept the funds allocated for that purpose which can identify the specific studies needed and subsequently procure the needed services using a competitive RFP process.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100512

Approval Date: 05/10/2010

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **This is a non-profit corporation.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

This non-profit corporation is pending exemption filing paperwork from the Nevada Secretary of State's Office.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

This non-profit corporation is pending exemption filing paperwork from the Nevada Secretary of State's Office.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

tburk2

05/13/2010 12:26:22 PM

Division Approval	tburk2	05/13/2010 12:26:25 PM
Department Approval	tburk2	05/13/2010 12:26:28 PM
Contract Manager Approval	tburk2	05/13/2010 12:26:30 PM
Budget Analyst Approval	csawaya	05/14/2010 17:15:39 PM
Team Lead Approval	jmurph1	05/20/2010 11:31:36 AM
BOE Agenda Approval	jmurph1	05/20/2010 11:31:41 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100512

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Jim Groth, Director, Nevada State Office of Energy, (775) 687-1850, ext. 7302.
jgroth@energy.nv.gov
Tina Burke, Deputy Director, Nevada State Office of Energy, (775) 687-1850, ext. 7303
Tburke@energy.nv.gov
Thomas Wilczek, Energy Program Manager, Nevada State Office of Energy, (775) 687-1850,
ext. 7325 twilczek@energy.nv.gov

b. Vendor contact information: Nevada Energy Assistance Corporation ("NEAC"), Mr. Lon A. DeWeese, Resident Agent, 1535 Old Hot Springs Road, #50 Carson City, Nevada. (775) 687-2032, nhd@housing.nv.gov

c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

NEAC was formed on or about March 3, 2009 as a 501(c)(3) non-profit corporation under the powers vested to the Director of the Nevada Department of Business & Industry by NRS 232.520, which sets forth, in pertinent part, that the Director "...may, within the limits of the financial resources made available to the Director, promote, participate in the operation of, and create or cause to be created, any nonprofit corporation, pursuant to chapter 82 of NRS, which he or she determines is necessary or convenient for the exercise of the powers and duties of the Department."

NEAC was formed by the Department of Business & Industry as a non-profit corporation to lessen the burdens of government of the State by promoting the development of renewable and sustainable energy projects within Nevada. Pursuant to the recommendations of the Governor's Renewable Energy Transmission Access Advisory Committee, and the Governor's Renewable Energy Transmission Access Advisory Committee, Phase II, NEAC was formed to perform the essential functions of conducting feasibility, environmental and engineering studies and planning for the construction and operation of transmission lines necessary to connect renewable and sustainable energy generating sites to the State and National power grids. The private sector has not evidenced a willingness to engage in such projects, therefore, the government of the State, through NEAC, must perform this essential function to promote the energy independence of the State. NEAC consists primarily, but not exclusively, of Gubernatorial-appointed state employees and Legislative appointees well-versed in State energy matters.

The Nevada State Office of Energy ("NSOE") wishes to enter into the contract with NEAC for the sum of \$3,000,000.00 (Three Million Dollars and no cents) in funds provided by a federal grant authorized by the American Recovery and Reinvestment Act. These funds are specifically earmarked for conducting expenditures for engineering and feasibility studies related to the production of renewable energy. Under the terms of the proposed contract, NEAC will act as the procurement authority and will identify, procure, and manage the preparation and delivery of out-sourced engineering and feasibility studies needed to advance Nevada's renewable energy portfolio.

3. Describe the unique qualification required for the service or good to be purchased:

The NSOE is required to distribute the ARRA grant funds in a timely manner; to identify and manage the myriad number of contracts required for engineering and feasibility studies would tax the resources of NSOE. Alternatively, NEAC is a state-created non-profit uniquely situated to accept the funds allocated for that purpose which can identify the specific studies needed and subsequently procure the needed services using a competitive RFP process.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

For the reasons set forth previously, NEAC is uniquely situated as a non-profit which has the ability to quickly assume control of the funds and to commence identification of the studies and acquisition of the third-party resources needed to perform the studies. The Executive Office desires the NSOE to contract with NEAC so that the ARRA funds remain earmarked for the engineering and feasibility studies required by the ARRA grant with a State-formed non-profit corporation in which State employers are a substantial presence. The Executive Office does not wish to cede control of the \$3,000,000 to a non-public entity when NEAC exists as a non-profit state-formed entity ready to administer the funds.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If the waiver request is denied, the status of the State retaining the funds may be jeopardized as the U.S. DOE (the Federal ARRA grant managing entity) may reallocate the funds to another state.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The amount of the contracted funds is fixed at \$3,000,000.00. A competitive bid process is not necessary because the amount of the awarded funds will not change. It is the goal of the contract to allocate funds to NEAC which can then serve as the mechanism to compete the engineering and feasibility studies.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

N/A

8. What is the estimated value and length of the contract, amendment or request?

The value of the contract is \$3,000,000.00. According the terms and conditions of the contract, the studies contemplated under the contract must be completed by April 30, 2012.

a. New contract Y ☒ N ☐

b. Amendment Y ☐ N ☒ Amendment No. _____
{provide copy of previous waiver(s)}

Nevada State Office of Energy

hereby requests approval for

Nevada Energy
Assistance Corp.

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X	<i>Thomas A. Lough</i>	5/10/2010
	Agency Representative Initiating Request	Date
X	<i>Sam C. Smith</i>	10 MAY 2010
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	<i>— N/A —</i>	
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Timothy East do</i>	<i>5/11/10</i>
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11023**Amendment
Number: **1**Agency Name: **NUCLEAR PROJECTS OFFICE**Legal Entity
Name: **NEVADA HIGHWAY PATROL**Agency Code: **012**Contractor Name: **NEVADA HIGHWAY PATROL**Appropriation Unit: **1005-14**Address: **555 WRIGHT WAY**Is budget authority
available?: **Yes**City/State/Zip: **CARSON CITY, NV 89711**If "No" please explain: **Not Applicable**Contact/Phone: **Joni Brandt 775-687-5300**

Vendor No.:

NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NHP-1**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **04/27/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **1 year and 64 days**4. Type of contract: **Interlocal Agreement**Contract description: **radwaste shipments**

5. Purpose of contract:

This is an amendment to the original contract, which provides for activities associated with shipments of transuranic waste in and through the state of Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$50,000 to \$100,000 due to continuing shipments of transuranic waste in and through Nevada.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$100,000.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy shipments of transuranic waste through Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Highway Patrol is a state agency.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is an interlocal agreement with Nevada Highway Patrol.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

Yes If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Contractor is a state agency.

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada Highway Patrol is currently under contract with this Agency. The quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	05/07/2010 13:40:39 PM
Division Approval	slync1	05/07/2010 13:40:43 PM
Department Approval	slync1	05/07/2010 13:40:46 PM
Contract Manager Approval	slync1	05/07/2010 13:40:49 PM
Budget Analyst Approval	kkolbe	05/10/2010 09:43:20 AM
Team Lead Approval	jmurph1	05/13/2010 07:37:09 AM
BOE Agenda Approval	jmurph1	05/13/2010 07:37:24 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11021** Amendment Number: **1**

Agency Name: **NUCLEAR PROJECTS OFFICE** Legal Entity Name: **Nevada Division of Emergency Management**

Agency Code: **012** Contractor Name: **Nevada Division of Emergency Management**

Appropriation Unit: **1005-14** Address: **2478 Fairview Drive**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **Peter Reinschmidt 775-687-0300**

Vendor No.: NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NDEM-1**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/27/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **1 year and 64 days**4. Type of contract: **Interlocal Agreement**Contract description: **radwaste shipments**

5. Purpose of contract:

This is an amendment to the original contract, which provides for the activities associated with shipments of transuranic waste in and through Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$150,000 to \$200,000 due to continuing shipments of transuranic waste in and through Nevada.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$200,000.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy transportation of transuranic waste through Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada Division of Emergency Management is a state agency

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No
 a. If yes, list the names of vendors that submitted proposals:
 Not Applicable
 b. Solicitation Waiver: **Not Applicable**
 c. Why was this contractor chosen in preference to other?
 Nevada Division of Emergency Management is a state agency
 d. Last bid date: Anticipated re-bid date:
10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")
 No
 b. Is the contractor a current employee of the State of Nevada?
 Yes If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
 Nevada Division of Emergency Management is a state agency
 c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?
 No If "Yes", please provide employment termination date.
 d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
 No If "Yes", please explain
 Not Applicable
12. Has the contractor ever been engaged under contract by any State agency?
 Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
 Contractor is currently under contract with this Agency. Quality of work has been exemplary.
13. Is the contractor currently involved in litigation with the State of Nevada?
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
 Not Applicable
14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity
15. Not Applicable
16. Not Applicable
17. Not Applicable
18. Agency Field Contract Monitor:
19. Contract Status:
 Contract Approvals:
- | Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | slync1 | 05/07/2010 13:41:52 PM |
| Division Approval | slync1 | 05/07/2010 13:41:56 PM |
| Department Approval | slync1 | 05/07/2010 13:41:59 PM |
| Contract Manager Approval | slync1 | 05/07/2010 13:42:02 PM |
| Budget Analyst Approval | kkolbe | 05/10/2010 09:42:14 AM |
| Team Lead Approval | jmurph1 | 05/13/2010 07:30:12 AM |
| BOE Agenda Approval | jmurph1 | 05/13/2010 07:31:14 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11025**Amendment Number: **1**Agency Name: **NUCLEAR PROJECTS OFFICE**Legal Entity Name: **Nevada State Health Division**Agency Code: **012**Contractor Name: **Nevada State Health Division**Appropriation Unit: **1005-14**Address: **4150 Technology Way, Suite 300**Is budget authority available?: **Yes**City/State/Zip: **Carson City, NV 89706**If "No" please explain: **Not Applicable**Contact/Phone: **Karen Beckley 775-684-4200**

Vendor No.:

NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

Fees 0.00 %

X Federal Funds **100.00 %**

Bonds 0.00 %

Highway Funds 0.00 %

Other funding 0.00 %

Agency Reference #: **NSHD-1**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/27/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **1 year and 64 days**4. Type of contract: **Interlocal Agreement**Contract description: **radwaste shipments**

5. Purpose of contract:

This is an amendment to the original contract, which provides for the activities associated with shipments of transuranic waste in and through the State of Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$40,000 to \$80,000 due to continued shipments of transuranic waste in and through Nevada.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$40,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$40,000.00
4. New maximum contract amount:	\$80,000.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy shipments of transuranic waste through Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada State Health Division is a state agency

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Nevada State Health Division is a state agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

Yes If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Nevada State Health Division is a state agency

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The State Health Division is currently under contract to this Agency. The quality of work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	05/07/2010 13:41:19 PM
Division Approval	slync1	05/07/2010 13:41:22 PM
Department Approval	slync1	05/07/2010 13:41:28 PM
Contract Manager Approval	slync1	05/07/2010 13:41:32 PM
Budget Analyst Approval	kkolbe	05/10/2010 09:41:04 AM
Team Lead Approval	jmurph1	05/13/2010 07:43:52 AM
BOE Agenda Approval	jmurph1	05/13/2010 07:44:13 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11020**Amendment Number: **1**Agency Name: **NUCLEAR PROJECTS OFFICE**Legal Entity Name: **STROLIN CONSULTING, LLC**Agency Code: **012**Contractor Name: **STROLIN CONSULTING, LLC**Appropriation Unit: **1005-11**Address: **2559 NYE DR**Is budget authority available?: **Yes**City/State/Zip: **MINDEN, NV 89423-7012**

If "No" please explain: Not Applicable

Contact/Phone: **J. Strolin 775/267-2225**Vendor No.: **T29022105**NV Business ID: **NV20091397942**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

X Highway Funds **100.00 %** Other funding 0.00 %Agency Reference #: **JCS-1**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/27/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **1 year and 64 days**4. Type of contract: **Contract**Contract description: **Yucc. Mtn repository**

5. Purpose of contract:

This is an amendment to the original contract, which provides reports and other services necessary for implementing the agency's mission. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$50,000 to \$100,000 due to the uncertainty of federal action regarding the Yucca Mountain licensing hearings and continued shipments of radioactive waste within and through Nevada.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: **\$50,000.00**2. Total amount of any previous contract amendments: **\$0.00**3. Amount of current contract amendment: **\$50,000.00**4. New maximum contract amount: **\$100,000.00**and/or the termination date of the original contract has changed to: **06/30/2011****II. JUSTIFICATION**

7. What conditions require that this work be done?

Due to budget reduction, it was not possible to fund the Planning Division Administrator position for the FY2010-2011 biennium. Mr. Strolin has agreed to assist the agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long tenure with the agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada. The agency is at a crucial stage with respect to the Yucca Mountain Program, the ongoing Nuclear Regulatory Commission licensing proceedings, and waste transportation involving planning and oversight of spent fuel, high-level waste, low-level waste, and transuranic waste affecting Nevada. Providing for the continued services of Mr. Strolin at the crucial time is essential to the effective functioning of the agency.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It is not feasible nor possible to spend the years required to train someone new in order to have him or her attain the knowledge and competence required to perform these services in the timeframe required. This is especially true, given the uncertainties surrounding the Yucca Mountain program and the future of the Agency.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 090523A

Approval Date: 05/10/2010

c. Why was this contractor chosen in preference to other?

Contractor has unique qualifications and experience by virtue of his 25 years dealing with the Yucca Mountain program and nuclear issues in Nevada

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Current contract with this Agency. Quality of service has been exceptional.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	05/07/2010 13:42:21 PM
Division Approval	slync1	05/07/2010 13:42:23 PM
Department Approval	slync1	05/07/2010 13:42:26 PM
Contract Manager Approval	slync1	05/07/2010 13:42:30 PM
Budget Analyst Approval	kkolbe	05/13/2010 13:35:04 PM
Team Lead Approval	jmurph1	05/18/2010 09:49:10 AM
BOE Agenda Approval	jmurph1	05/18/2010 09:49:22 AM

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300

Carson City, Nevada 89701

Phone (775) 684-0170 • Fax (775) 684-0188

JIM GIBBONS
Governor

Purchasing Use Only:
090523 A

Amendment 1

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Bruce Breslow, Executive Director, Nevada Agency for Nuclear Projects, 775-687-3744, Breslow@nuc.state.nv.us
b. Vendor contact information:
Strolin Consulting, LLC, 2559 Nye Drive, Minden, Nevada 89423, 775-720-4938
c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Contract provides for the services of the former Planning Division Administrator for the Agency for Nuclear Projects to assist in coordinating and managing the Agency's planning, impact assessment and transportation functions (see the Scope of Work - Exhibit A - attached to the proposed contract).
3. Describe the unique qualification required for the service or good to be purchased:
Contract specifies that it is exclusively for the services of Mr. Joseph C. Strolin, who served as Planning Division Administrator for the Agency from 1984 until his retirement in April, 2009. Due to Budget reductions, it was not possible to fund the Planning Div. Administrator position for the F 2010 - 2011 biennium. Mr. Strolin has agree to assist the Agency on a part-time basis to assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge and experience as a result of his long tenure with the Agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada. There is no one available in or out of the state who has the knowledge, experience and ability to assure continuity of Agency activities with respect to policy, planning, impact assessment and transportation of nuclear waste. The Agency is at a crucial stage with respect to Yucca Mountain program, the ongoing Nuclear Regulatory licensing proceeding, and waste transportation involving planning and oversight of spent fuel, high-level waste, low-level waste, and transuranic waste affecting Nevada. Providing for the continued services of Mr. Strolin at this crucial time is essential to the effective functioning of the Agency. Even if funding were available to fill the Planning Division Administrator position (which it is not), it would not be not feasible nor possible to spend the months and years required to train someone new in order to have him or her attain the knowledge and competencies required to perform these services. This is especially true given the uncertainties surrounding the Yucca Mountain program and the future of the Agency. This solicitation waiver is for an amendment to the existing contract that extends the agreement for another 12 months through June 30, 2011.

#7

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
There is no other person available to the Agency who can provide the services and bring the expertise, knowledge and qualifications that are needed at this crucial time. It would not be feasible to competitively bid this contract since it is the services of a single, unique individual that are needed.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
If the waiver request is denied, the State (and the Agency) would be denied services and expertise that is urgently required to protect Nevada's interests in the Yucca Mountain licensing process, to assure the continued ability to address Yucca Mountain program impacts, and to coordinate and plan for ongoing and future nuclear waste transportation directly impacting the State.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
N.A.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
The proposed contract will save the Agency almost two-thirds the costs of filling the Planning Division Administrator position (considering the salary and benefits for the position). Given the fact that the Agency's budget has been substantially reduced for the biennium, the use of the contract to provide these essential services is an extremely cost effective approach and something that is made possible by the fortuitous availability of the Contractor and his willingness to continue work on behalf of the Agency and the State.
8. What is the estimated value and length of the contract, amendment or request.
This amendment increases the total contract amount of the contract by \$50,000 and extends the termination date by 12 months through June 30, 2011.
 - a. New contract Y ☒ N ☐
 - b. Amendment Y ☒ X ☐ N ☐ Amendment No. 1
{provide copy of previous waiver(s)}

Nevada Agency for Nuclear Projects
Requesting agency

hereby requests approval for

Strolin Consulting, LLC
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Susan Lynch</i>	
Agency Representative Initiating Request	Date <i>5-7-2010</i>
X <i>Susan Lynch for</i>	<i>5-7-2010</i>
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ <i>N/A</i> _____	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X	
<i>Aug Smith</i>	<i>5-10-10</i>
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10474**

Amendment Number: **1**

Legal Entity Name: **JIM KILBY**

Agency Name: **ATTORNEY GENERAL'S OFFICE**

Contractor Name: **JIM KILBY**

Agency Code: **030**

Address: **10249 RAYFORD DRIVE**

Appropriation Unit: **1031-10**

City/State/Zip: **ESCONDIDO, CA 92026**

Is budget authority available?: **Yes**

Contact/Phone: **JIM KILBY 7024367954**

If "No" please explain: **Not Applicable**

Vendor No.: **T29023086**

NV Business ID: **NV20101298416**

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/15/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2011**Contract term: **1 year and 165 days**4. Type of contract: **Contract**
Contract description: **Expert Witness**

5. Purpose of contract:

This is an amendment to the original contract, which provides professional services in the capacity of an expert witness to assist in matters pertaining to complimentary food which casinos provide to their patrons and employees. Amendment #1 will increase the amount of the contract by \$10,100 for a total of \$20,000.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,900.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$10,100.00
4.	New maximum contract amount:	\$20,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

An expert is needed in order to review documents and provide an opinion and possible testimony pertaining to complimentary food which casinos provide to their patrons and employees.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees in a position or with the expertise to provide this opinion and testimony.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This expert was sought because of his knowledge. He is the co-author of the most well publicized textbooks on casino management and casino marketing programs, as well as other writings on these topics. He was a professor of various gaming courses at UNLV for approximately 12 years.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	04/30/2010 08:17:07 AM
Division Approval	chowle	04/30/2010 12:23:09 PM
Department Approval	jspencer	04/30/2010 12:45:23 PM
Contract Manager Approval	shanshew	04/30/2010 15:05:09 PM
Budget Analyst Approval	csawaya	05/05/2010 14:23:52 PM
Team Lead Approval	jmurph1	05/13/2010 09:13:15 AM
BOE Agenda Approval	jmurph1	05/13/2010 09:13:20 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV2606**Amendment
Number: **4**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity
Name: **McDonald Carano Wilson, LLP**Agency Code: **030**Contractor Name: **McDonald Carano Wilson, LLP**Appropriation Unit: **1031-10**Address: **100 W Liberty Street**Is budget authority
available?: **Yes**City/State/Zip: **Reno, NV 89505**If "No" please explain: **Not Applicable**Contact/Phone: **William McGrath, Esq. 7757882000**Vendor No.: **T81073509**NV Business ID: **19961000027**To what State Fiscal Year(s) will the contract be charged? **2006-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Statutory Contingency Fund

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **02/14/2006**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **02/14/2011**Contract term: **6 years and 137 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract which provides legal services for the defense of the Nevada System of Higher Education in a Title VII Civil Rights case. This amendment extends the termination date from February 14, 2011 to June 30, 2012 and increases the maximum amount from \$553,625 to \$743,625 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$403,625.00
3. Amount of current contract amendment:	\$190,000.00
4. New maximum contract amount:	\$743,625.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada System of Higher Education has asked for litigation defense services in the case of professor Hussein v. NSHE, et al. constituting 16+ defendants and a witness list of over 380, including UNR's general legal counsel. The NSHE legal office does not have the resources to adequately defend the lawsuit and the Office of the Attorney General likewise does not have an available experienced litigator to provide legal defense services on a case of this scale.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current workload of available litigation deputies does not permit the assumption of an additional defense case of this scale.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Known legal expertise in this type of case.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shanshew	05/10/2010 10:24:14 AM
Division Approval	jspencer	05/10/2010 10:32:09 AM
Department Approval	jspencer	05/10/2010 10:32:14 AM
Contract Manager Approval	shanshew	05/10/2010 10:36:03 AM
Budget Analyst Approval	csawaya	05/11/2010 11:33:46 AM
Team Lead Approval	jmurph1	05/13/2010 09:20:16 AM
BOE Agenda Approval	jmurph1	05/13/2010 09:20:24 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6159**Amendment
Number: **2**Agency Name: **ATTORNEY GENERAL'S OFFICE**Legal Entity
Name: **Robison, Belaustegui, Sharp & Low**Agency Code: **030**Contractor Name: **Robison, Belaustegui, Sharp & Low**
Address: **71 Washington St**Appropriation Unit: **1031-10**Is budget authority
available?: **Yes**City/State/Zip: **Reno, NV 89503**If "No" please explain: **Not Applicable**Contact/Phone: **Kent Robison 7753293151**Vendor No.: **T29006734**NV Business ID: **NV19811008051**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Statutory Contingency Fund

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **02/15/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **3 years and 135 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides services pursuant to NRS 41.03435 for expert trial counsel for defense of Mary Dugan, General Legal Counsel for UNR (Nevada System of Higher Education) who was sued personally in the case of Hussein v. Dugan and Leah Wilds, Case No. CV-N-05-0381-LRH(RAM). This Amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$109,900 to \$134,900 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,900.00
2. Total amount of any previous contract amendments:	\$100,000.00
3. Amount of current contract amendment:	\$25,000.00
4. New maximum contract amount:	\$134,900.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a 2nd Contract Amendment to provide services in the Hussein S. Hussein matters which have exceeded the University's in-house legal resources. Therefore, they requested defense assistance and representation from the Attorney General's Office. The AG's Office does not have sufficient available trial attorneys to tender a defense using existing resources.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current workload of available litigation deputies does not permit the assumption of an additional defense case of this scale.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Knowledgeable attorneys in this type of case.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	05/06/2010 10:39:55 AM
Division Approval	chowle	05/06/2010 14:36:42 PM
Department Approval	jspencer	05/06/2010 14:57:46 PM
Contract Manager Approval	dgrass	05/06/2010 15:40:52 PM
Budget Analyst Approval	csawaya	05/11/2010 17:55:53 PM
Team Lead Approval	jmurph1	05/13/2010 09:10:41 AM
BOE Agenda Approval	jmurph1	05/13/2010 09:10:47 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6167**Amendment Number: **3**Legal Entity Name: **Robison, Belaustegui, Sharp & Low**Agency Name: **ATTORNEY GENERAL'S OFFICE**Contractor Name: **Robison, Belaustegui, Sharp & Low**Agency Code: **030**Address: **71 Washington St**Appropriation Unit: **1031-10**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89503**If "No" please explain: **Not Applicable**Contact/Phone: **Kent Robison 7753293151**Vendor No.: **T29006734**NV Business ID: **NV19811008051**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	☒ Other funding	100.00 % Statutory Contingency Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/31/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **3 years and 92 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract to provide expert counsel for the defense of the Nevada System of Higher Education, Milton Glick and Cary Groth (as co-counsel) in the Teri Patraw litigation (Case No. CV07-02585 and CV08-00826) and limited necessary and incidental legal services pertaining thereto. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$275,000 to \$330,000 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$265,001.00
3. Amount of current contract amendment:	\$55,000.00
4. New maximum contract amount:	\$330,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

The Hussein, et al. matters have exceeded the University's in-house legal resources. Therefore, they requested defense assistance and representation from the Attorney General. The Office of the Attorney General does not have sufficient available trial attorneys to tender a defense using existing resources. The case has had continuing and extensive activity since the inception of the contract.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Current workload of available litigation deputies does not permit the assumption of an additional defense case of this scale.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Knowledgeable attorneys in this type of case.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	05/11/2010 16:17:42 PM
Division Approval	jspencer	05/11/2010 16:17:50 PM
Department Approval	jspencer	05/11/2010 16:17:57 PM
Contract Manager Approval	dgrass	05/12/2010 08:03:15 AM
Budget Analyst Approval	csawaya	05/13/2010 09:37:22 AM
Team Lead Approval	jmurph1	05/17/2010 11:56:16 AM
BOE Agenda Approval	jmurph1	05/17/2010 11:56:21 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11109**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: AUBERTINE DRAPER ROSE, LLP
Agency Code: 030	Contractor Name: AUBERTINE DRAPER ROSE, LLP
Appropriation Unit: 1039-10	Address: 8203 SE 7TH AVE
Is budget authority available?: Yes	City/State/Zip: PORTLAND, OR 97202-6588
If "No" please explain: Not Applicable	Contact/Phone: null503/222-3030
	Vendor No.: T29015954
	NV Business ID: PENDING

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Attorney/Recovery Fees

Agency Reference #: 10010

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **professional service**

5. Purpose of contract:

This is a new contract to provide professional services as an expert witness and litigation assistance including, but not limited to, pre-complaint investigation to the Bureau of Consumer Protection (the BCP) in investigations, cases and matters relating to unfair trade practices and federal antitrust matters under federal law, and obtaining, filing and/or enforcing final judgments in cases on an as-needed basis. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$235,000.00**

Payment for services will be made at the rate of \$175.00 per hour maximum

Other basis for payment: Invoices must itemize work performed by time and date of services.

II. JUSTIFICATION

7. What conditions require that this work be done?

Specialized knowledge and testimony of an expert witness is required by the Bureau of Consumer Protection in regard to antitrust matters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized knowledge and credentials of a recognized national expert is necessary in the field of antitrust and health care practices.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor was chosen for their specialized expertise, availability and reasonable rates.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2005 through present provided to the Bureau of Consumer Protection and quality of all services haven been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

The company is a foreign LLP and has not yet completed the filing process with the Nevada Secretary of States Office. Their application is in progress.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

The company is a foreign LLP and has not yet completed the filing process with the Nevada Secretary of States Office. Their application is in progress.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

The company is a foreign LLP and has not yet completed the filing process with the Nevada Secretary of States Office. Their application is in progress.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	05/06/2010 14:59:36 PM
Division Approval	hrobinso	05/06/2010 14:59:39 PM
Department Approval	hrobinso	05/06/2010 14:59:42 PM
Contract Manager Approval	hrobinso	05/06/2010 14:59:45 PM
Budget Analyst Approval	csawaya	05/11/2010 18:05:26 PM

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

jmurph1
jmurph1
Pending

05/13/2010 09:07:29 AM
05/13/2010 09:07:34 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11019**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Kerr IP Group, LLC
Agency Code: 030	Contractor Name: Kerr IP Group, LLC
Appropriation Unit: 1039-10	Address: 9490 Gateway Dr Ste 104
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89521-3955
If "No" please explain: Not Applicable	Contact/Phone: Marie Kerr 775-624-8700
	Vendor No.: T29018400
	NV Business ID: NV20071276375

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Attorney Fees

Agency Reference #: 10009

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide professional services as an attorney in areas of unfair trade practices, antitrust and the legal implementation of the stipulated final judgment on cases on an as-needed basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$150.00 per hour maximum

Other basis for payment: Maximum of \$150 per hour, travel may be reimbursed based on GSA rates. Invoices must itemize work performed by time and date of services.

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters of unfair trade practices.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contractor has specialized knowledge and credentials in the area of antitrust and unfair trade practices as well as specialized knowledge regarding the stipulated final judgment agreement in case no 2:08-cv-00233-JCM-(RJJ), State of NV vs. UnitedHealth Group, Inc., and Sierra Health Services, Inc.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was chosen due to the specialized knowledge and credentials in the area of antitrust and unfair trade practices as well as specialized knowledge regarding case no 2:08-cv-00233-JCM-(RJJ), State of NV vs. UnitedHealth Group, Inc., and Sierra Health Services, Inc.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008 through current for the Office of the Attorney General's Bureau of Consumer Protection and services performed have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	04/26/2010 12:00:33 PM
Division Approval	hrobinso	04/26/2010 12:00:39 PM
Department Approval	hrobinso	04/26/2010 12:00:42 PM
Contract Manager Approval	hrobinso	04/26/2010 12:04:37 PM
Budget Analyst Approval	csawaya	05/05/2010 14:11:57 PM
Team Lead Approval	jmurph1	05/13/2010 09:16:06 AM
BOE Agenda Approval	jmurph1	05/13/2010 09:16:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11079**

Agency Name: SECRETARY OF STATE'S OFFICE	Legal Entity Name: High Desert Microimaging, Inc.
Agency Code: 040	Contractor Name: High Desert Microimaging, Inc.
Appropriation Unit: 1050-33	Address: 1225 Financial Blvd
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: Meg Miller 775-359-6980
	Vendor No.: PUR0000032
	NV Business ID: NV19951110096

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Scanner lease/maint**

5. Purpose of contract:

This is a new contract for the lease of 10 Canon scanners and the maintenance of 42 Canon scanners and 2 microfiche/microfilm readers used with the eSOS Corporate Filing System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,608.00**

Other basis for payment: Rates specified in Attachments D and E, payable monthly or when maintenance agreements are due.

II. JUSTIFICATION

7. What conditions require that this work be done?

The eSOS Corporate Filing System requires the use of scanners to receipt incoming corporate filing documents, work requests and payment instruments and uses the microfiche/microfilm machines to convert the paper documents within the agency disaster recovery plan.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees within our agency or other State agencies are not specifically trained on the interface with Canon scanners and the eSOS Corporate Filing System and do not possess the equipment knowledge to perform required maintenance.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100435

Approval Date: 04/29/2010

c. Why was this contractor chosen in preference to other?

This vendor guarantees service within 24 hours, they have a thorough knowledge of the business processes of the Office of Secretary of State, and they were awarded the contract for data conversion as our agency migrated into the eSOS Corporate Filing System that utilizes upfront scanning and imaging.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contracted with the Office of the Secretary of State since 2007 with satisfactory services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pdover	05/05/2010 08:42:42 AM
Division Approval	pdover	05/05/2010 08:42:47 AM
Department Approval	pdover	05/05/2010 08:42:50 AM
Contract Manager Approval	pdover	05/05/2010 08:42:53 AM
DoIT Approval	csweeney	05/06/2010 09:51:22 AM
Budget Analyst Approval	rhage1	05/07/2010 14:35:36 PM
Team Lead Approval	jteska	05/23/2010 13:20:50 PM
BOE Agenda Approval	jteska	05/23/2010 13:20:56 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
#100435

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. **a. Identify State agency and the contact person's name, title, telephone number and email address for this request:** Secretary of State - Pam Dover - 684-5738 - pdover@sos.nv.gov
b. Vendor contact information: High Desert Microimaging (HDM) - Mike Farrell - 359-6980
c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. **Description of work/services to be performed or commodity/good to be purchased:** This contract is for the lease of: 10 Canon #5010 scanners, and the maintenance of: 2 Canon #NP880 readers, 6 Canon #7580 scanners, 15 Canon #5010 scanners, 15 Canon #2080 scanners, 2 Canon #9080 scanners, 4 Canon #6080 scanners used with the eSOS Corporate Filing system.
3. **Describe the unique qualification required for the service or good to be purchased:** Scanners are used to image incoming corporate filing documents. The eSOS Corporate Filing System was developed and implemented with specific configuration for the Canon scanners.
4. **Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:** The eSOS Corporate Filing System was developed and implemented with specific configuration for the Canon scanners. The Secretary of State's office has leased scanners from the vendor over the past several years and has also purchased scanners from the vendor in the past. The vendor was previously on the Master Services Agreement list and has been a business partner with the Secretary of State's office for many years. HDM currently provides maintenance for our leased and owned scanners and for our microfilm and microfiche readers. They guarantee service within 24 hours and they have a thorough knowledge of the business processes of this office and were awarded the contract for data conversion as the Secretary of State migrated into the eSOS Corporate Filing System that utilizes up-front scanning and imaging. This vendor would be able to provide our office with the continuity necessary to ensure the timeliness of service requests and corporate filings in the office.
5. **What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:** The scanners currently leased would have to be returned and the processing of Corporate and UCC filings would be interrupted. Those scanners that are owned would not have maintenance performed on them and run the risk of break downs which would slow processing and increase backlogs even more. The microfiche/microfilm readers would not have maintenance performed on them and run the risk of not being able to produce the archived corporate documents as requested. Scanners from another vendor may require development of an interface and delay the processing of filings.
6. **What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.** During the design phase of the eSOS Corporate Filing System, this vendor worked with Northrop Grumman (contractor) to import and convert UCC microfilm to images and configure the software for storage and retrieval of imaged filing documents. High Desert has a unique understanding of document storage and retrieval in the Secretary of State's office.

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APR-29-2010 THU 12:32 PM NV SOS CUST SVC

FAX NO. 775 684 5724

P. 03

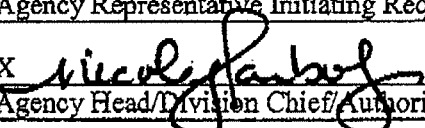
7. **How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?**
The Secretary of State's office has been leasing these scanners for the past three years and the vendor has reduced the lease price over that period. For the owned scanners and microfiche/microfilm readers, the preventative maintenance rate for each machine has not previously and will not increase over the term of this contract.
8. **What is the estimated value and length of the contract, amendment or request?** \$82,608 for a three year contract.
- a. New contract Y ☒ N ☐
- b. Amendment Y ☐ N ☒
{provide copy of previous waiver(s)}

Secretary of State hereby requests approval for High Desert Microimaging
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

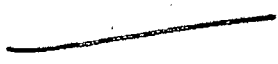
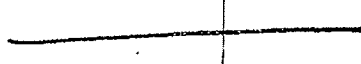
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	4/28/10
Agency Representative Initiating Request	Date
X 	4.28.10
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X  N/A 	
Reviewing Agency/Entity Signature	Date

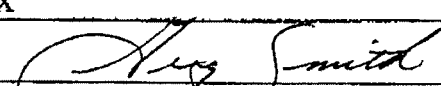
Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information

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becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X	
	4-29-10
Administrator, Purchasing Division	Date

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11082**

Agency Name: TREASURER'S OFFICE	Legal Entity Name: ORRICK HERRINGTON & SUTCLIFFE LLP
Agency Code: 050	Contractor Name: ORRICK HERRINGTON & SUTCLIFFE LLP
Appropriation Unit: 1082-04	Address: 400 Capitol Mall Suite 3000
Is budget authority available?: Yes	City/State/Zip: Sacramento, CA 95814-4497
If "No" please explain: Not Applicable	Contact/Phone: Jenna Magan 916-329-7980
	Vendor No.: T80917349
	NV Business ID: NA

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % Proceeds from bonds.
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2012**Contract term: **1 year and 358 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide bond and disclosure counsel services for the issuance of State securities. This is a two-year agreement with an optional two-year extension. CONTRACT IS PENDING THE BOARD OF FINANCE APPROVAL, ANTICIPATED TO BE OBTAINED ON JUNE 8, 2010. CONTRACT IS PENDING DECISION ON THE STATE BUSINESS LICENSE REQUIREMENT FROM SECRETARY OF STATE.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Other basis for payment: See attachment DD of contract- Bond Counsel and Disclosure Counsel Cost Worksheet (Attachment E from Contractor's Response- Cost Proposal Revised Per Negotiations).

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 226.110.10.b employ necessary legal services in connection with the issuance of debt securities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Specialized professional expertise in the sale of securities is needed.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A total of 3 vendors were selected prior to Orrick, Herrington & Sutcliffe LLP- McKenna Long & Aldridge LLP, Hawkins Delafield & Wood LLP, and Swendseid & Stern (scheduled for 5/11 BOE). The Treasurer's Office decided to contract with Orrick, Herrington & Sutcliffe LLP to ensure there would be a large enough pool of vendors to provide services for bond/disclosure counsel. All vendors were selected by the RFP evaluation committee based on the highest scores given on the weighted criteria.

d. Last bid date: 03/15/2010 Anticipated re-bid date: 03/15/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Professional services had been provided to the Treasurer's Office at a satisfactory level from 1990-1993 and from 1999-2006.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Pending decision from Secretary of State.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending decision from Secretary of State.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending decision from Secretary of State.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	05/04/2010 16:11:51 PM
Division Approval	mwinebar	05/04/2010 16:11:57 PM
Department Approval	mwinebar	05/04/2010 16:12:03 PM
Contract Manager Approval	chender1	05/05/2010 08:46:24 AM
Budget Analyst Approval	jmurph1	05/14/2010 12:44:03 PM
Team Lead Approval	jmurph1	05/14/2010 12:44:08 PM
BOE Agenda Approval	jmurph1	05/14/2010 12:44:12 PM

BOE Final Approval

Pending

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11092**

Agency Name: HIGHER EDUCATION TUITION	Legal Entity Name: KAFOURY ARMSTRONG FERGUSON & GANDNER DBA KAFOURY ARMSTRONG
Agency Code: 052	Contractor Name: KAFOURY ARMSTRONG FERGUSON & GANDNER DBA KAFOURY ARMSTRONG
Appropriation Unit: 1081-04	Address: 6140 PLUMAS ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509
If "No" please explain: Not Applicable	Contact/Phone: null775/689-9100
	Vendor No.: T80167960
	NV Business ID: NV20001003959

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Program Fees

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 23 days**4. Type of contract: **Contract**Contract description: **Audit Services.**

5. Purpose of contract:

This is a new contract to provide annual audit services of the Higher Education Tuition Trust Fund pursuant to NRS 353B.180.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,060.00**

Other basis for payment: Annual installment cost of \$16,000 for FY 10 audit, \$16,000 for FY 11 audit, \$17,030 for FY 12 audit and \$17,030 for FY 13 audit.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS Chapter 353B.180 requires a contract with a certified public accounting firm to perform an annual audit of the accounts & records of the treasurer and the Board showing the receipts and disbursements from the Trust Fund.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Statutes require the contract be with a certified public accounting firm. State employees are unable to complete this audit and render the opinion required.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Proposal offered superior service at a low cost.

d. Last bid date: 03/15/2010 Anticipated re-bid date: 03/14/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State Treasurer's Office since July 2006, service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	05/05/2010 15:12:02 PM
Division Approval	mwinebar	05/05/2010 15:12:05 PM
Department Approval	mwinebar	05/05/2010 15:12:09 PM
Contract Manager Approval	sjohnso9	05/05/2010 16:21:48 PM
Budget Analyst Approval	jmurph1	05/14/2010 12:09:09 PM
Team Lead Approval	jmurph1	05/14/2010 12:09:13 PM
BOE Agenda Approval	jmurph1	05/14/2010 12:09:56 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10845**Agency Name: **UNCLAIMED PROPERTY**Agency Code: **054**Appropriation Unit: **3815-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ACS WAGERS & ASSOCIATED, INC.**Contractor Name: **ACS WAGERS & ASSOCIATED, INC.**Address: **100 HANCOCK STREET, 10TH FLOOR**City/State/Zip: **QUINCY, MA 02171**Contact/Phone: **NANCY KIELY FERMANO 617/722-9673**Vendor No.: **PUR0003143**NV Business ID: **NV20091053626**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Abandoned Property Receipts

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Software Maintenance**

5. Purpose of contract:

This is a new contract to provide software maintenance to existing unclaimed property software.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$140,304.00**

Other basis for payment: Not to exceed \$30,000 for FY 2011, \$31,500 for FY 2012, \$33,075 for FY 2013, \$34,729 for FY 2014, plus not to exceed \$11,000 for travel and hourly services over the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

This agreement provides maintenance and support for existing software used to maintain the Unclaimed Property Database which has been used since 1995.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Unclaimed Property System software is the exclusive property of Wagers & Associates, Inc., which is licensed to the State of Nevada, Office of the State Treasurer, Unclaimed Property program.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Renew license agreement for existing software. Per State Purchasing a solicitation waiver is not required for maintenance and support of systems already in place.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State Treasurer's Office since 1995 - service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	05/05/2010 14:43:11 PM
Division Approval	mwinebar	05/05/2010 14:43:14 PM
Department Approval	mwinebar	05/05/2010 14:43:18 PM
Contract Manager Approval	sjohnso9	05/05/2010 16:22:28 PM
DoIT Approval	csweeney	05/06/2010 15:34:44 PM
Budget Analyst Approval	jmurph1	05/14/2010 12:05:00 PM
Team Lead Approval	jmurph1	05/14/2010 12:05:09 PM
BOE Agenda Approval	jmurph1	05/14/2010 12:05:13 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11103**

Agency Name:	UNCLAIMED PROPERTY	Legal Entity Name:	VERUS FINANCIAL, LLC
Agency Code:	054	Contractor Name:	VERUS FINANCIAL, LLC
Appropriation Unit:	3815-14	Address:	500 CHASE PKWY
Is budget authority available?:	Yes	City/State/Zip	WATERBURY, CT 06708
If "No" please explain:	Not Applicable		
		Contact/Phone:	null888/308-3787
		Vendor No.:	T32000982
		NV Business ID:	NV20101136695

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Abandoned Property Receipts

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **Contract**Contract description: **Audit Services**

5. Purpose of contract:

This is a new contract which provides compliance reviews and collection of unclaimed property to be delivered to the Nevada State Treasurer's Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,000,000.00**

Other basis for payment: 10.25% of the cash value of unclaimed property delivered to the State by or on behalf of the holder whose records are examined by the Contractor. Payable upon receipt of invoice and agency approval, not to exceed \$6,000,000.00 for the entire term.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 120A.690 the Administrator of Unclaimed Property is allowed to examine the holders to ensure they are in compliance with Unclaimed Property law.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Treasurer's auditors are responsible for examining local companies located within the State of Nevada; however, the contractor has proprietary means for a more detailed examination within the State as well as outside the State.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is not an exclusive agreement; Purchasing has awarded bids to sign agreements with other vendors providing similar services.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 02/17/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State Treasurer's Office since September 2009 - service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	05/06/2010 13:22:43 PM
Division Approval	mwinebar	05/06/2010 13:22:46 PM
Department Approval	mwinebar	05/06/2010 13:22:49 PM
Contract Manager Approval	sjohnso9	05/06/2010 13:32:24 PM
Budget Analyst Approval	jmurph1	05/14/2010 12:12:39 PM
Team Lead Approval	jmurph1	05/14/2010 12:12:44 PM
BOE Agenda Approval	jmurph1	05/14/2010 12:12:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11075**

Agency Name: CONTROLLER'S OFFICE	Legal Entity Name: IRIS Business Services, LLC
Agency Code: 060	Contractor Name: IRIS Business Services, LLC
Appropriation Unit: 1130-10	Address: 111 Presidential Boulevard Suite 246
Is budget authority available?: Yes	City/State/Zip: Bala Cynwyd, PA 19004
If "No" please explain: Not Applicable	Contact/Phone: Liv Watson 203-856-8986
	Vendor No.:
	NV Business ID:
To what State Fiscal Year(s) will the contract be charged?	2010-2011

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 060

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Contract**Contract description: **Debt Collection**

5. Purpose of contract:

To create a Debt Collection System for use in the State of Nevada Controller's Office. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$230,000.00**

Other basis for payment: Payment upon completion and delivery of the Debt Collection System deliverables to the State of Nevada Controller's Office.

II. JUSTIFICATION

7. What conditions require that this work be done?

State Agencies are owed money, and the Controller's Office is responsible for collecting those debts. To do so in an efficient manner in accordance with AB 87 (2009), the Controller's Office needs a Debt Collection System to facilitate the debts from the State Agencies.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The technical knowledge of XBRL required to build a Debt Collection system from the ground up surpasses what is currently available in State Service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Iris Business Services had the most complete proposal that met the needs of the RFP as well as the lowest price.

d. Last bid date: 03/08/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Iris Business Services, LLC worked for the Controller's Office from 3/10/2009 through 9/30/2009. Their work was deemed as quite satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Iris Business Services, LLC is a Limited Liability Corporation.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khoppe	05/04/2010 15:58:20 PM
Division Approval	khoppe	05/04/2010 15:58:22 PM
Department Approval	khoppe	05/04/2010 15:58:25 PM
Contract Manager Approval	aecho	05/04/2010 16:00:07 PM
Budget Analyst Approval	jmurph1	05/14/2010 11:14:30 AM

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

jmurph1
jmurph1
Pending

05/14/2010 11:14:35 AM
05/14/2010 11:14:42 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11081**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ANN ELWORTH WINNER PLLC**Contractor Name: **ANN ELWORTH WINNER PLLC**Address: **1117 S RANCHO DR**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **null702/243-7000**Vendor No.: **T29020432**NV Business ID: **NV20081638545**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have a neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has had a contract with the Taxicab Authority since 2005 and with the Department of Personnel as Hearing Officer appointed by the Personnel Commission since 2006. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 09:00:43 AM
Division Approval	gweyland	05/05/2010 09:00:47 AM
Department Approval	gweyland	05/05/2010 09:00:51 AM
Contract Manager Approval	gweyland	05/05/2010 09:00:54 AM
Budget Analyst Approval	nhovden	05/06/2010 14:47:28 PM
Team Lead Approval	jteska	05/23/2010 14:21:45 PM
BOE Agenda Approval	jteska	05/23/2010 14:21:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11157**

Agency Name: DEPARTMENT OF PERSONNEL	Legal Entity Name: C. W. Hoffman, Jr, Attorney at Law
Agency Code: 070	Contractor Name: C. W. "BILL" HOFFMAN, JR.
Appropriation Unit: 1363-04	Address: 7768 BUCKWOOD COURT
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89149
If "No" please explain: Not Applicable	Contact/Phone: null702/461.6863
	Vendor No.:
	NV Business ID: NV20101346087
To what State Fiscal Year(s) will the contract be charged?	2011-2012

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % PERSONNEL ASSESSMENTS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communication with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Clark County School District - Mr. Hoffman is the General Counsel for Clark Co. School District and represents them as an employee of the District. He has an employment contract and receives salary.

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Contract was written up and signed by contractor as C. W. "Bill" Hoffman, Jr., and then Mr. Hoffman secure SBL on 5/8 under C.W. Hoffman, Jr. Attorney at Law.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dduensin	05/12/2010 15:58:12 PM
Division Approval	dduensin	05/12/2010 15:58:21 PM
Department Approval	dduensin	05/12/2010 15:58:24 PM
Contract Manager Approval	gweyland	05/12/2010 16:13:28 PM
Budget Analyst Approval	nhovden	05/14/2010 09:06:45 AM
Team Lead Approval	jteska	05/23/2010 14:07:28 PM
BOE Agenda Approval	jteska	05/23/2010 14:07:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11094**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **COCKERILL, CHARLES LAW OFFICE**Contractor Name: **CHARLES P. COCKERILL, ESQ**Address: **415 WEST 2ND STREET**City/State/Zip: **CARSON CITY, NV 89703**Contact/Phone: **null775/884.4300**

Vendor No.:

NV Business ID: **NV20101299550**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Independent contract was drawn up and subsequently signed using contractor's name and "Esq." designation. Contractor filed for SBL on 4/25/10 and used Cockerill, Charles Law Office as Sole Proprietor "name".

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 14:58:46 PM
Division Approval	gweyland	05/05/2010 14:58:49 PM
Department Approval	gweyland	05/05/2010 14:58:54 PM
Contract Manager Approval	gweyland	05/05/2010 14:58:57 PM
Budget Analyst Approval	nhovden	05/06/2010 14:41:13 PM
Team Lead Approval	jteska	05/23/2010 14:11:37 PM
BOE Agenda Approval	jteska	05/23/2010 14:11:40 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11096**

Agency Name:	DEPARTMENT OF PERSONNEL	Legal Entity Name:	Recruiting Nevada LLC
Agency Code:	070	Contractor Name:	GREENSPUN MEDIA GROUP, LLC DBA RECRUITING NEVADA, LLC
Appropriation Unit:	1363-04	Address:	2290 CORPORATE CIRCLE DR # 250
Is budget authority available?:	Yes	City/State/Zip	HENDERSON, NV 89074-7713
If "No" please explain:	Not Applicable	Contact/Phone:	null702/240-4100
		Vendor No.:	T27020504
		NV Business ID:	NV20081417360

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	☒ Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/27/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/26/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Online Advertising**

5. Purpose of contract:

This is a new contract to facilitate recruitment outreach efforts using the Internet.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,231.84**

Payment for services will be made at the rate of \$12,231.84 per year

Other basis for payment: One time cost for online advertising service for one year.

II. JUSTIFICATION

7. What conditions require that this work be done?

Contractor has access to websites that we don't have access to. This will afford us the opportunity to increase our outreach to candidates in hard to recruit occupational fields such as nurses, social workers, psychologists, safety personnel, etc., at less cost than if we contracted individually with each web entity. Research notes we are significantly lacking in our outreach by utilizing providers of web-based employment listings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the expertise, staff or resources to perform these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor was able to meet the conditions outlined in Scope of Work for the least cost.

d. Last bid date: 04/08/2010 Anticipated re-bid date: 02/01/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Personnel contracted with this vendor in FY09-10 and service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Recruiting Nevada LLC is a DBA of Greenspun Media Group

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 16:02:21 PM
Division Approval	gweyland	05/05/2010 16:02:25 PM
Department Approval	gweyland	05/05/2010 16:02:28 PM
Contract Manager Approval	gweyland	05/05/2010 16:02:31 PM
Budget Analyst Approval	nhovden	05/07/2010 08:23:31 AM
Team Lead Approval	jteska	05/23/2010 14:34:40 PM
BOE Agenda Approval	jteska	05/23/2010 14:34:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11073**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HUSSEY, DANIEL**Contractor Name: **HUSSEY, DANIEL**Address: **2273 TRAFALGAR CT**City/State/Zip: **HENDERSON, NV 89074-5328**Contact/Phone: **null702/435-1520**Vendor No.: **T81042484**NV Business ID: **NV20101316461**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor engaged under contract with the Department of Personnel as Hearing Officer appointed by the Personnel Commission. Service provided has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 08:54:57 AM
Division Approval	gweyland	05/05/2010 08:55:03 AM
Department Approval	gweyland	05/05/2010 08:55:10 AM
Contract Manager Approval	gweyland	05/05/2010 08:55:17 AM
Budget Analyst Approval	nhovden	05/06/2010 14:44:54 PM
Team Lead Approval	jteska	05/23/2010 14:23:49 PM
BOE Agenda Approval	jteska	05/23/2010 14:24:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11098**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Jeffrey D. Van Niel**Contractor Name: **Jeffrey D. Van Niel**Address: **530 Farrington Court**City/State/Zip: **Las Vegas, NV 89123-0622**Contact/Phone: **null832/541.4888**

Vendor No.:

NV Business ID: **NV20101108157**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/06/2010 14:14:28 PM
Division Approval	gweyland	05/06/2010 14:14:30 PM
Department Approval	gweyland	05/06/2010 14:14:33 PM
Contract Manager Approval	gweyland	05/06/2010 14:14:37 PM
Budget Analyst Approval	nhovden	05/07/2010 09:25:47 AM
Team Lead Approval	jteska	05/23/2010 14:26:42 PM
BOE Agenda Approval	jteska	05/23/2010 14:26:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11108**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Law Office of Bill Kockenmeister, PC

Contractor Name: **KOCKENMEISTER, WILLIAM**Address: **4335 WILD EAGLE TERR**City/State/Zip: **RENO, NV 89511**

Contact/Phone: null775/815-5511

Vendor No.: T29003205

NV Business ID: NV20081171407

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State Employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor engaged under contract with the Department of Personnel as Hearing Officer appointed by the Personnel Commission. Service provided has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Independent contract was drawn up and subsequently signed using contractor's name. SBL under name of Law Office of Bill Kockenmeister, PC.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/06/2010 14:15:27 PM
Division Approval	gweyland	05/06/2010 14:15:30 PM
Department Approval	gweyland	05/06/2010 14:15:32 PM
Contract Manager Approval	gweyland	05/06/2010 14:15:36 PM
Budget Analyst Approval	nhovden	05/07/2010 08:28:46 AM
Team Lead Approval	jteska	05/23/2010 14:29:42 PM
BOE Agenda Approval	jteska	05/23/2010 14:29:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11156**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LEVITT, LANSFORD W**Contractor Name: **LEVITT, LANSFORD W**Address: **4747 CAUGHLIN PKWY STE 6**City/State/Zip: **RENO, NV 89519**Contact/Phone: **null775/333-7366**Vendor No.: **T81035829**NV Business ID: **NV20101354253**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communication with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts for Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Mr. Levitt has had several contracts with the Department of Agriculture to serve as a contract mediator. Department has not been able to verify quality of service via CETS.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dduensin	05/18/2010 13:16:20 PM
Division Approval	dduensin	05/18/2010 13:16:24 PM
Department Approval	dduensin	05/18/2010 13:16:27 PM
Contract Manager Approval	gweyland	05/18/2010 13:31:06 PM
Budget Analyst Approval	nhovden	05/18/2010 17:39:19 PM
Team Lead Approval	jteska	05/23/2010 14:09:35 PM
BOE Agenda Approval	jteska	05/23/2010 14:09:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11080**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **LING, LOUIS DBA**Contractor Name: **LOUIS LING**Address: **LING, LOUIS ESQ
1370 Royal Drive**City/State/Zip: **Reno, NV 89503**Contact/Phone: **null775.233.9099**Vendor No.: **T29023812**NV Business ID: **NV20101243961**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Presently under contract with the Nevada Energy Commissioner. Was not able to secure rating information via CETS for this contract.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Independent contractor. Contract written up and signed not utilizing "DBA" or "ESQ" as title.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 08:56:49 AM
Division Approval	gweyland	05/05/2010 08:56:52 AM
Department Approval	gweyland	05/05/2010 08:56:56 AM
Contract Manager Approval	gweyland	05/05/2010 08:57:00 AM
Budget Analyst Approval	nhovden	05/06/2010 14:38:28 PM
Team Lead Approval	jteska	05/23/2010 14:12:52 PM
BOE Agenda Approval	jteska	05/23/2010 14:12:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11134**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Law Office of Martin Crowley

Contractor Name: **MARTIN G. CROWLEY, ESQ.**Address: **85 S LAVERNE ST**City/State/Zip: **FALLON, NV 89406**

Contact/Phone: null775/423-7088

Vendor No.:

NV Business ID: NV20101293166

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officers, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy and GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

Yes If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Mr. Crowley currently has cases where the State is a party through an agency. Mr. Crowley is representing private citizens in dealings with DMV and SOS. One is pending settlement (DMV), one pending disposition by the court (SOS), and one on appeal pending decision (SOS). Since State employees are not being represented in these cases, Department feels no conflict of interest would exist for services rendered as a Hearing Officer dealing with State employee appeals.

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Contract was set up and signed utilizing Martin G. Crowley, Esq. When Mr. Crowley set up SBL on 4/22/10 he used Law Office of Martin Crowley.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/10/2010 13:41:13 PM
Division Approval	gweyland	05/10/2010 13:41:18 PM
Department Approval	gweyland	05/10/2010 13:41:24 PM
Contract Manager Approval	gweyland	05/10/2010 13:41:29 PM
Budget Analyst Approval	nhovden	05/11/2010 08:58:05 AM
Team Lead Approval	jteska	05/23/2010 14:25:39 PM
BOE Agenda Approval	jteska	05/23/2010 14:25:42 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11152**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NORMAN N. HIRATA**Contractor Name: **NORMAN N. HIRATA**Address: **2454 BEDFORD PARK DRIVE**City/State/Zip: **HENDERSON, NV 89052**Contact/Phone: **null310/980.0743**

Vendor No.:

NV Business ID: **NV20101364717**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % PERSONNEL ASSESSMENTS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

Yes If "Yes", please provide employment termination date.

05/31/2009

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dduensin	05/18/2010 13:27:50 PM
Division Approval	dduensin	05/18/2010 13:27:53 PM
Department Approval	dduensin	05/18/2010 13:27:57 PM
Contract Manager Approval	gweyland	05/18/2010 13:30:30 PM
Budget Analyst Approval	nhovden	05/18/2010 17:41:47 PM
Team Lead Approval	jteska	05/23/2010 14:08:48 PM
BOE Agenda Approval	jteska	05/23/2010 14:08:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11084**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PATRICIA D. CAFFERATA, ESQ.**Contractor Name: **PATRICIA D. CAFFERATA, ESQ.**Address: **2620 SPINNAKER DR**City/State/Zip: **RENO, NV 89519-5752**Contact/Phone: **null775/825-2694**

Vendor No.:

NV Business ID: **NV20101286292**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide for professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have a neutral fact-finder and decision-maker in employee appeals.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

Yes If "Yes", please provide employment termination date. 07/01/2009

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	gweyland	05/05/2010 09:02:49 AM
Division Approval	gweyland	05/05/2010 09:02:57 AM
Department Approval	gweyland	05/05/2010 09:03:00 AM
Contract Manager Approval	gweyland	05/05/2010 09:03:08 AM
Budget Analyst Approval	nhovden	05/06/2010 14:17:28 PM
Team Lead Approval	jteska	05/23/2010 14:17:45 PM
BOE Agenda Approval	jteska	05/23/2010 14:17:50 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11148**Agency Name: **DEPARTMENT OF PERSONNEL**Agency Code: **070**Appropriation Unit: **1363-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Richard R. Reed**Contractor Name: **Richard R. Reed**Address: **711 1/2 South Sixth Street**City/State/Zip: **Las Vegas, NV 89101**Contact/Phone: **null702/382-4564**

Vendor No.:

NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Personnel Assessments

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Hearing Officer**

5. Purpose of contract:

This is a new contract to provide professional services (NV licensed attorney) as one of several independent contracts for Hearing Officer, as provided by NRS 284, responsible for scheduling and convening hearings as a result of appeals filed by State employees, communicating with all involved parties as necessary, conducting the hearings, issuing decisions, and preparing finalized written copies of their determinations.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$350,000.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Maximum contract amount represents a "pool" amount encompassing several independent contracts with NV Licensed Attys for services as Hearing Officers (NRS 284). Contractor will be paid based on hourly services rendered as a result of assigned cases as well as reimbursement for travel and per diem allowance in accordance with St. of NV Travel policy utilizing GSA rates.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of employee appeals. NRS 284.091

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision-maker in employee appeals.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A member of the Personnel Commission was appointed to conduct a preliminary review of applicants and recommendations were made to the Personnel Commission who made the final selection on March 31, 2010.

d. Last bid date: 02/16/2010 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending. Nicole Lamboley called our office on 5/20 and confirmed that Mr. Reed was moving forward in the SBL/Exemption process and we could note SBL requirement as "Pending". She said he most likely would seek exemption.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dduensin	05/20/2010 16:43:30 PM
Division Approval	dduensin	05/20/2010 16:43:34 PM
Department Approval	dduensin	05/20/2010 16:43:40 PM
Contract Manager Approval	gweyland	05/20/2010 17:40:07 PM
Budget Analyst Approval	nhovden	05/21/2010 11:28:06 AM
Team Lead Approval	jteska	05/23/2010 12:52:11 PM
BOE Agenda Approval	jteska	05/23/2010 12:52:17 PM

BOE Final Approval

Pending

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6008**Amendment Number: **1**Agency Name: **BUILDINGS AND GROUNDS DIVISION**Legal Entity Name: **Accurate Building Maintenance**Agency Code: **082**Contractor Name: **Accurate Building Maintenance**Appropriation Unit: **1349-12**Address: **3062 Sheridan Street**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89102**If "No" please explain: **Not Applicable**Contact/Phone: **null7022208180**Vendor No.: **T81039103**NV Business ID: **NV19991074849**To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X Fees	100.00 % Buildings & Grounds, building rental income fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

A portion of this contract is effective March 15, a portion May 1 and a portion June 1, 2010 due to governor mandated budget reductions. The Bradley Building is a 14.79% reduction and the Belrose Building is a 21.21% reduction.

3. Previously Approved Termination Date: **01/31/2013**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract, which provides janitorial services at seven buildings in the Las Vegas area. This amendment changes the Scope of Work to reduce services in the Bradley Building and the Belrose Building, thereby reducing the amount of the contract by \$41,782 from \$1,820,797 to \$1,779,015.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,820,796.72
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$41,781.89
4. New maximum contract amount:	\$1,779,014.83

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need to be cleaned

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower and equipment

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The evaluation committee for RFP #1060 scored Accurate Building Maintenance the highest overall rating.

d. Last bid date: 10/20/2008 Anticipated re-bid date: 10/20/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2010, Division of Buildings & Grounds, service satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	05/04/2010 13:18:50 PM
Division Approval	cedward2	05/04/2010 20:00:03 PM
Department Approval	cedward2	05/04/2010 20:00:07 PM
Contract Manager Approval	rday0	05/05/2010 09:12:58 AM
Budget Analyst Approval	jborrowm	05/10/2010 14:04:03 PM
Team Lead Approval	jteska	05/20/2010 17:35:38 PM
BOE Agenda Approval	jteska	05/20/2010 17:37:46 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV4358**Amendment Number: **3**Agency Name: **BUILDINGS AND GROUNDS DIVISION**Legal Entity Name: **Air Filter Sales & Services**Agency Code: **082**Contractor Name: **Air Filter Sales & Services**Appropriation Unit: **1349-12**Address: **4265 Wagon Trail Avenue**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89118**

If "No" please explain: Not Applicable

Contact/Phone: **Jason Wilhoite 7027405470**Vendor No.: **PUR0003203**NV Business ID: **NV19601001374**To what State Fiscal Year(s) will the contract be charged? **2007-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X Fees	100.00 % Building & Grounds, building rental income fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/18/2007**Anticipated BOE meeting date **05/2010**Retroactive? **Yes**

If "Yes", please explain

This is a reduction of services due to mandated budget reductions and will be effective on May 1, 2010.3. Previously Approved **01/17/2011**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract, which is for the provision and installation of Heating, Ventilation and Air Conditioning system filters. This amendment is for the reduction of services due to mandated budget reductions. Total authority is decreased by \$14,289 from \$159,716 to \$145,427.**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$82,634.80
2. Total amount of any previous contract amendments:	\$77,081.20
3. Amount of current contract amendment:	-\$14,288.51
4. New maximum contract amount:	\$145,427.49

II. JUSTIFICATION

7. What conditions require that this work be done?

Filters need to be changed routinely to run efficiently.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The RFP #1041 evaluation committee scored this vendor highest overall.

d. Last bid date: 10/01/2006 Anticipated re-bid date: 10/01/2010

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2007-2010, Buildings & Grounds, service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	04/15/2010 09:38:27 AM
Division Approval	cedward2	04/15/2010 12:44:40 PM
Department Approval	cedward2	04/15/2010 12:44:45 PM
Contract Manager Approval	rday0	04/16/2010 16:17:04 PM
Budget Analyst Approval	jborrowm	04/23/2010 16:38:24 PM
Team Lead Approval	jteska	05/20/2010 17:56:46 PM
BOE Agenda Approval	jteska	05/20/2010 17:56:50 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10094** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **XCEL MAINTENANCE SERVICES INC**

Agency Code: **082** Contractor Name: **XCEL MAINTENANCE SERVICES INC**

Appropriation Unit: **1349-12** Address: **8920 COLORFUL PINES AVE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89143-4403**

If "No" please explain: Not Applicable Contact/Phone: **Kathia Winchell 702/341-9235**

Vendor No.: **T81103343**

NV Business ID: **NV20021426879**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X Fees	100.00 % Buildings & Grounds, building rental income fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Contract is retro active to May 1, 2010 due to budget reductions as mandated by the Governor.3. Previously Approved **12/31/2013**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial services**

5. Purpose of contract:

This is an amendment to the original contract, which provides janitorial services for four buildings in the Las Vegas and Henderson areas. This amendment reduces services at the Campos Building to janitorial on three days and Day Porter service on two days to reduce the amount of the contract by \$116,880 from \$1,349,040 to \$1,232,160.**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$1,349,040.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$116,880.00
4. New maximum contract amount:	\$1,232,160.00

II. JUSTIFICATION

7. What conditions require that this work be done?

State Buildings must be kept clean.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of manpower.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Xcel received the highest weighted average score from the evaluation committee for RFP #1065 .

d. Last bid date: 09/28/2009 Anticipated re-bid date: 09/28/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2006-2009, Buildings and Grounds is satisfied with the quality of work.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	05/04/2010 13:19:47 PM
Division Approval	cedward2	05/04/2010 19:51:58 PM
Department Approval	cedward2	05/04/2010 19:52:02 PM
Contract Manager Approval	rday0	05/05/2010 09:14:11 AM
Budget Analyst Approval	jborrowm	05/10/2010 13:52:24 PM
Team Lead Approval	jteska	05/20/2010 17:43:10 PM
BOE Agenda Approval	jteska	05/20/2010 17:43:13 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10215**Agency Name: **BUILDINGS AND GROUNDS
DIVISION**Agency Code: **082**Appropriation Unit: **1366-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CASHMAN EQUIPMENT COMPANY**Contractor Name: **CASHMAN EQUIPMENT COMPANY**Address: **600 GLENDALE AVE**City/State/Zip: **SPARKS, NV 89431**Contact/Phone: **null775/358-5111**Vendor No.: **PUR0000249A**NV Business ID: **NV19601000406**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Water fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2013**Contract term: **2 years and 358 days**4. Type of contract: **Contract**Contract description: **Generator inspection**

5. Purpose of contract:

This is a new contract to provide monthly inspections and preventative maintenance for the two generators at the Marlette Lake summit site.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$269,459.86**

Other basis for payment: See Schedule 1 to the Contract Summary in the Additional Information Tab for the complete Other basis for payment.

II. JUSTIFICATION

7. What conditions require that this work be done?

The generator inspections and maintenance are needed in order to supply power to run the Marlette Water pump system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Lack of expertise and manpower.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 091104

Approval Date: 11/13/2009

c. Why was this contractor chosen in preference to other?

As approved by the Chief of Purchasing, the Vendor is a Sole Source.

d. Last bid date: 10/31/2009 Anticipated re-bid date: 10/31/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2009, Buildings and Grounds, service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	05/06/2010 14:07:54 PM
Division Approval	cedward2	05/06/2010 15:07:30 PM
Department Approval	cedward2	05/07/2010 08:06:06 AM
Contract Manager Approval	tgreenp	05/07/2010 08:09:11 AM
Budget Analyst Approval	jborrowm	05/10/2010 15:09:14 PM
Team Lead Approval	jteska	05/20/2010 17:23:01 PM
BOE Agenda Approval	jteska	05/20/2010 17:23:05 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

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Supplies Div
2107

Purchasing Use Only:
091104

Revised

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

**SOLICITATION WAIVER REQUEST FORM
AMENDED**

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: State of Nevada
Dept of Administrations
Div of Buildings and Grounds
406 E. Second Street
Carson City, NV 89701
Contact Person: Mike Leahy, Water System Manager
office (775) 687-1022 cell (775) 690-8214 mleahy@bandg.state.nv.us
- b. Vendor contact information: Cashman Equipment Company
600 Glendale Ave., Sparks, NV 89431
(775) 332-2550 FAX (775) 332-2454
(775) 358-5111 FAX (775) 358-0433
Stan Sarman: (Supervisor) cell: (775-843-0913)
- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Preventative maintenance on two (2) Summit Generators. The two (2) Generators supply power to run the Marlette Water Pump System. See Attached proposal.
3. Describe the unique qualification required for the service or good to be purchased:
Cashman Equipment Company is a full service Caterpillar dealership in Reno that helped design, build, program and integrate the generators into the New Marlette Water Pump System located at the top of the Carson Range Mountains.

Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Cashman Equipment Company is a Certified specialist in Caterpillar Generators and accessories. Other companies do not have the specialized equipment and training required to service the generator controls. Lack of understanding of the new Generator's system by the maintenance contractor could put the State of Nevada and its water customers at risk. The State of Nevada has a good working relationship

#30

experience with Cashman.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
The State of Nevada would have to pay Cashman Equipment Company to train and equip any new Company/Contractor to understand the complexity of the new systems. Cashman is very well trained with regards to the integration of new generators.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
Cashman Equipment Company is the local Dealership (Reno) that is a Certified specialist for Caterpillar products. Cashman can respond in a timely fashion to any or all emergencies in the back country (Carson Range Mountains) with replacement parts and trained technicians. Also Cashman has demonstrated to the State of Nevada to be a reliable company.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Based on the State's prior experience with Cashman Equipment Company and compared to existing emergency generator maintenance contracts, the State is confident that the cost is fair and reasonable.
8. What is the estimated value and length of the contract, amendment or request? Amount not to exceed \$270,000.00 for a four year contract.
- a. New contract Y ☒ N ☐
- b. Amendment Y ☐ N ☒ Amendment No. {provide copy of previous waiver(s)}

State of Nevada, Division of Buildings and Grounds hereby requests approval for Cashman Equipment

(Requesting agency)

Company

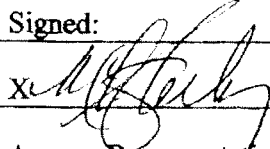
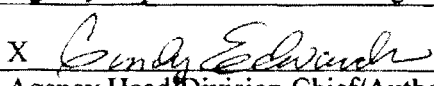
(Proposed vendor)

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

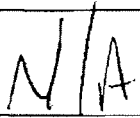
#360

Signed:

X 	12/8/09
Agency Representative Initiating Request	Date
X 	12-3-09
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

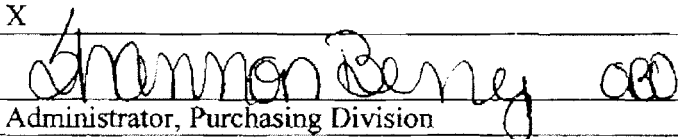
Signed:

X 	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2) (a) (b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X 	12/10/09
Administrator, Purchasing Division	Date

#30

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11090**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Certified Folder Display Service, Inc.**Contractor Name: **Certified Folder Display Service, Inc.**Address: **1120 Joshua Way**City/State/Zip: **Vista, CA 92081**Contact/Phone: **Ray Fox 760-727-5100**Vendor No.: **T81028458**NV Business ID: **NV20001323615**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/15/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/14/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide distribution services of various agency collateral materials. This contract allows for the strategic placement of tourism collateral materials and various brochures in display racks in Nevada, California, Idaho, Utah, Washington, and Arizona. The distribution locations are in line with the agency's marketing plan to target markets in the western states and meets the needs of the agency to target potential visitors to the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,472.55**

Other basis for payment: Payable upon receipt of vendor invoice with approximately \$15,739 for state maps, \$10,801 for the adventure guide, \$1,698 for state parks, and \$17,234 for the Railroad Museum and northern Nevada museums.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through NRS 231.270 requires that the Nevada Commission on Tourism promote tourism in Nevada. This contract supports this requirement by distributing agency collateral materials to potential visitors to the state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract allows for the distribution of various agency brochures and collateral materials to over 1,300 locations in Nevada, California, Idaho, Utah, Washington, and Arizona. It is not feasible for agency employees to travel to these locations to stock and re-stock the display racks in these locations. In addition, there aren't any other state agencies that could perform these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100437

Approval Date: 04/28/2010

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	05/05/2010 09:57:22 AM
Division Approval	bvale1	05/05/2010 09:57:26 AM
Department Approval	bvale1	05/05/2010 09:57:29 AM
Contract Manager Approval	bvale1	05/05/2010 09:57:33 AM
Budget Analyst Approval	jrodrig9	05/06/2010 11:41:32 AM
Team Lead Approval	cwatson	05/14/2010 13:06:49 PM
BOE Agenda Approval	cwatson	05/14/2010 13:06:54 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

ATTACHMENT CC

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
#

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Nevada Commission on Tourism (NCOT)
JoLyn Laney
Deputy Director, Marketing & Advertising
775-687-0631
jlaney@travelnevada.com

- b. Vendor contact information:

Ray Fox
Certified Folder Display Service, Inc.
1120 Joshua Way
Vista, California 92081
(702) 889-1101

- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Strategic placement of tourism collateral such as visitors guides, state maps, adventure guide, and various brochures for distribution in display racks in Nevada, California, Idaho, Utah, Washington, and Arizona in welcome centers, restaurants, hotels, etc.

3. Describe the unique qualification required for the service or good to be purchased:

The agency has determined the best locations to distribute collateral materials and this company is able to receive and distribute the materials to over 1,300 locations through 15 distribution areas to meet the agency's needs.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Certified Folder Display Service, Inc. handles the contracting and placement of items in over 21,000 display racks throughout the United States and Canada and NCOT has chosen to distribute in some of their specific locations. These locations best meet the needs of the agency to reach target potential visitors to the state of Nevada.

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5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The agency may not be able to distribute the collateral materials in the locations that best reach their target market.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

No market research was conducted for this contract; however, the slated distribution locations are in line with the agency's marketing plan to target markets in the western states. Certified Folder Display Services, Inc. is able to distribute to the target locations.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The agency was not able to determine a fair/reasonable costs in that Certified Folder Display Service, Inc. is the company contracted to place collateral in the targeted locations. Although the monthly fee for each location is a set amount, Certified Folder Display Service, Inc. has given the agency a discount of 15-25% for each location. Also, when comparing the number of pieces to be distributed at each location, the cost is approximately \$0.05 to distribute each piece.

8. What is the estimated value and length of the contract, amendment or request?

a. New contract Y ☒ N ☐

The total estimated cost of the contract is \$45,472.55 and would be one year in length (from June 15, 2010 through June 14, 2011).

b. Amendment Y ☐ N ☐ Amendment No. _____ {provide copy of previous waiver(s)}

Nevada Commission on Tourism hereby requests approval for Certified Folder Display Services, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

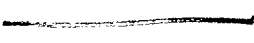
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>Bonnie Callahan for Telyn Lamy</u>	<u>4/28/10</u>
Agency Representative Initiating Request	Date
X <u>[Signature]</u>	<u>4/28/10</u>
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

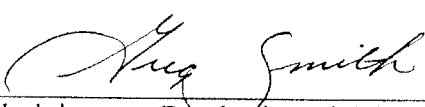
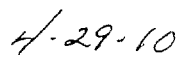
Signed:

X	 N/A 	
Reviewing Agency/Entity Signature		Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11054**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1522-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Dean Runyan Associates, Inc.**Contractor Name: **Dean Runyan Associates, Inc.**Address: **833 SW 11th Avenue, Suite 290**City/State/Zip: **Portland, OR 97205**Contact/Phone: **Dean Runyan 503-226-2973**Vendor No.: **PUR0003764**NV Business ID: **NV20101328989**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lodging Tax

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide travel and economic impact research. The studies conducted will detail descriptions of the economic benefits of travel and tourism throughout Nevada, consisting of travel-generated spending and the resulting employment, earnings, and tax receipts. Reliable measurements are necessary for all areas of the state, rural counties in particular, as are consistent figures for at least five (5) years to accurately show trends. The agency also requires an efficient method for making these figures readily available to a wide-variety of users.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$282,000.00**

Other basis for payment: Payable upon receipt of Vendor's invoice when each milestone is completed and upon NCOT's approval, with approximately \$72,000 to be paid in FY11, \$69,000 to be paid in FY12, \$70,000 to be paid in FY13, and \$71,000 to be paid in FY14.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231.160 through NRS 231.300 requires that the Nevada Commission on Tourism promote tourism in Nevada. The agency is also responsible for collecting statewide tourism statistics. This study will allow the agency to provide counties and regions with credible tourism statistics that show the impact the tourism industry has on their community.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The agency needs a specialized impact model and objective expertise of a reputable research firm to collect and analyze data. The agency contracted with this vendor in FY06, FY07, FY08 and FY09 for these services and will be able to have comparable data for FY10 - FY14 having this new contract in place.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

To keep the data gathered and reported consistent with past fiscal years' data and this vendor is the only one who uses a methodological approach that makes use of multiple data sources, including tax data, payroll data, census data, and survey data.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor contracted with the Nevada Commission on Tourism in FY06, FY07, FY08 and F09 and the quality of service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Other **Corporation**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	04/30/2010 15:05:44 PM
Division Approval	bvale1	04/30/2010 15:05:47 PM
Department Approval	bvale1	04/30/2010 15:05:50 PM
Contract Manager Approval	bvale1	04/30/2010 15:05:54 PM
Budget Analyst Approval	jrodrig9	05/05/2010 18:10:33 PM
Team Lead Approval	cwatson	05/14/2010 13:08:08 PM
BOE Agenda Approval	cwatson	05/14/2010 13:08:12 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11110**Agency Name: **DEPARTMENT OF TAXATION**Agency Code: **130**Appropriation Unit: **2361-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Contractor Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Address: **5475 LOUIE LN STE A**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Dave Gilles 775/852-3555**Vendor No.: **PUR0002572A**NV Business ID: **NV20021334287**To what State Fiscal Year(s) will the contract be charged? **2010**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2010**Contract term: **22 days**4. Type of contract: **Contract**Contract description: **Security and safety.**

5. Purpose of contract:

This is a new contract to provide a keycard security access system at the Carson City office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,996.00**

Other basis for payment: Quote.

II. JUSTIFICATION

7. What conditions require that this work be done?

The conditions that mandate this work is the security and safety of personnel.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Taxation's personnel dose not have the knowledge base or equipment to support this security system at this time.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 100509****Approval Date: 05/06/2010**

c. Why was this contractor chosen in preference to other?

This contractor was chosen because the system and equipment have already been approved and installed with the Department of Information Technology (DoIT).

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tbeasley	05/06/2010 15:15:47 PM
Division Approval	tbeasley	05/06/2010 15:15:53 PM
Department Approval	tbeasley	05/06/2010 15:15:57 PM
Contract Manager Approval	tbeasley	05/06/2010 15:16:00 PM
Budget Analyst Approval	jmurph1	05/14/2010 11:05:39 AM
Team Lead Approval	jmurph1	05/14/2010 11:05:44 AM
BOE Agenda Approval	jmurph1	05/14/2010 11:05:48 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100509

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Carolyn Misumi - 684-2071**

Department of Taxation
1550 East College Parkway, Ste. 115
Carson City, NV 89706

- b. Vendor contact information:

RFI Enterprises Inc. DBA
RFI Communications & Security
5475 Louie Lane, Ste. A
Reno, NV 89511

Dave Gilles
(775) 852-3555

- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:
The contractor will install keycard access readers on three entrance doors and one internal door at the office space located at 1550 College Parkway, Suite #115, Carson City, NV 89706. Additionally, two courtyard doors will be wired for contact.
3. Describe the unique qualification required for the service or good to be purchased:
This keycard access system is the same one used by other State agencies and is administered through the Department of Information Technology (DoIT), Office of Information Security.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This is the only vendor in this area that can provide the CCURE system from Software House with unique badge numbers, which is currently administered by DoIT.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
Denial of this waiver would delay the installation of the keycard access system required to secure the office. The agency has received reports of unsecured doors during non-business hours. A keycard access will help us to improve the safety and security of staff and State property.
6. What market research was conducted to substantiate that there is no competition for the service or good?

#39

We have discussed our needs with the vendor/contractor, RFI. They have indicated that they are the only provider of this system in this area. We were advised by Ms. Marcy Troescher, State Purchasing, that she is working on a good of the State contract with this vendor for these services, effective July 1, 2010. We cannot wait for the good of the State contract as our funds are available in the current year only and our need is immediate to secure our building and provide for the safety of our staff.

Please include an evaluation of other items considered, and provide documentation.
None.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? This contract/vendor has been used previously for the same services/product. A new good of the State contract is being negotiated by Marcy Troescher, State Purchasing, effective July 1, 2010. The contractor/vendor will provide the services/products at the same prices as those being negotiated under the new good of the State contract.

8. What is the estimated value and length of the contract, amendment or request?

Amount: ~~_____ \$20,000~~ 5/6/10 \$17,996.00 per contract summary @
Length: Through June 30, 2010

a. New contract Y ☒ N ☐

b. Amendment Y ☐ N ☐ Amendment No. _____
{provide copy of previous waiver(s)}

The Department of Taxation hereby requests approval for RFI Communications and Security
Requesting agency Proposed vendor

Systems to provide the service/good for the amount and term as described above.

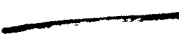
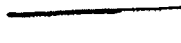
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>CMisumi</u>	05/05/10
Agency Representative Initiating Request - Carolyn Misumi, ASO	Date
X <u>[Signature]</u> For:	05/05/10
Agency Head Authorizing Request - Dino DiCianno, Director	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

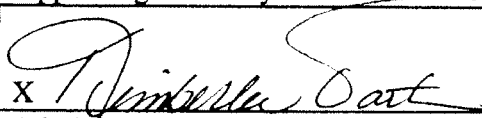
Signed:

X  N/A 	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X  	5/6/10
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5802**Amendment Number: **2**Agency Name: **FACILITY MANAGEMENT DIVISION**Legal Entity Name: **American Fiber Systems, Inc.**Agency Code: **182**Contractor Name: **American Fiber Systems, Inc.**Appropriation Unit: **1385-26**Address: **100 Meridian Centre, Suite 250**Is budget authority available?: **Yes**City/State/Zip: **Rochester, NY 14618**If "No" please explain: **Not Applicable**Contact/Phone: **Marty Constable 5857855813**Vendor No.: **T29016290**NV Business ID: **NV20061369506**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % User Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **American Fiber= disaster recovery**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/14/2008**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2011**Contract term: **3 years and 260 days**4. Type of contract: **Contract**Contract description: **Computer Related Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides for an OC-3 internet service line between Las Vegas and Reno. this amendment extends the termination date from June 30, 2011 to June 30, 2012 and increases the maximum amount from \$157,504.00 to \$215,504.00 due to the increase in the termination date. The amendment also provides for the decrease in the monthly rate from \$2,850.00 to \$2,422.50 per month (per the Governor's request for a 15% reduction by our vendors).

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$139,800.00
2. Total amount of any previous contract amendments:	\$17,704.00
3. Amount of current contract amendment:	\$58,000.00
4. New maximum contract amount:	\$215,504.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Lease Fiber between Reno and Las Vegas for use in data replication for disaster recovery and SilverNet.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees cannot provide internet services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest responsible bidder.

d. Last bid date: 05/11/2010 Anticipated re-bid date: 02/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently providing internet and data replication services for DoIT with satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmccuin	05/13/2010 08:59:26 AM
Division Approval	rhoid	05/13/2010 10:29:52 AM
Department Approval	rhoid	05/13/2010 10:29:56 AM
Contract Manager Approval	bbohm	05/14/2010 08:27:14 AM
Budget Analyst Approval	jmurph1	05/14/2010 15:31:26 PM
Team Lead Approval	jmurph1	05/14/2010 15:31:31 PM
BOE Agenda Approval	jmurph1	05/14/2010 15:31:36 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5352**Amendment
Number: **1**Agency Name: **DATA COMMUNICATIONS DIVISION**Legal Entity
Name: **American Fiber Systems, Inc.**Agency Code: **185**Contractor Name: **American Fiber Systems, Inc.**Appropriation Unit: **1386-26**Address: **350 North Mitchell Road**Is budget authority
available?: **Yes**City/State/Zip: **Boise, ID 83704**If "No" please explain: **Not Applicable**Contact/Phone: **null2085143410**Vendor No.: **T29016290**NV Business ID: **NV20061369506**To what State Fiscal Year(s) will the contract be charged? **2008-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % User fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **06/10/2008**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/09/2010**

Termination Date:

Contract term: **4 years and 21 days**4. Type of contract: **Contract**Contract description: **Telecommunications & Fibre Optics Equipment**

5. Purpose of contract:

This is an amendment to the original contract, which provides internet services for 200 South Virginia Street in Reno. This amendment extends the termination date from June 9, 2010 to June 30, 2012 and increases the maximum amount from \$106,600.00 to \$144,060.00 due to the extended termination date. The monthly rate has been reduced from \$4,400.00 to \$3,740.00 (15% rate reduction per the Governor's request).

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$106,600.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$37,460.00
4. New maximum contract amount:	\$144,060.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide a more economical internet solution at 200 South Virginia, Reno

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees cannot provide internet services to the State.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest responsible bidder.

d. Last bid date: 05/11/2010 Anticipated re-bid date: 02/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

They are currently providing satisfactory services for DoIT.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

American Fiber Systems is currently incorporated.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmccuin	05/13/2010 08:58:05 AM
Division Approval	rhoid	05/13/2010 10:29:00 AM
Department Approval	rhoid	05/13/2010 10:29:03 AM
Contract Manager Approval	bbohm	05/14/2010 08:26:18 AM
Budget Analyst Approval	jmurph1	05/14/2010 15:27:23 PM
Team Lead Approval	jmurph1	05/14/2010 15:27:28 PM
BOE Agenda Approval	jmurph1	05/14/2010 15:27:33 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11102**

Agency Name: NETWORK TRANSPORT SERVICES	Legal Entity Name: Naval Facilities Engineering Command Southwest
Agency Code: 187	Contractor Name: Naval Facilities Engineering Command Southwest
Appropriation Unit: 1388-00	Address: Command Southwest
Is budget authority available?: Yes	1220 Pacific Highway
If "No" please explain: Not Applicable	City/State/Zip: San Diego, CA 92132
	Contact/Phone: Lindsey Green 619-532-3027
	Vendor No.: REV000000
	NV Business ID: Not Applicable

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Revenue Contract**Contract description: **Rental/Lease Agree**

5. Purpose of contract:

This is a new revenue contract to provide rack space at Austin Peak in Lander County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,501.18**

Other basis for payment: 7 racks @ \$1,928.74 per rack space, per year = \$13,501.18 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Revenue Contract9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Revenue Contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Revenue Contract

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmccuin	05/06/2010 13:35:14 PM
Division Approval	rhoid	05/06/2010 13:39:30 PM
Department Approval	rhoid	05/06/2010 13:39:33 PM
Contract Manager Approval	bbohms	05/14/2010 11:22:06 AM
Budget Analyst Approval	jmurph1	05/14/2010 11:48:08 AM
Team Lead Approval	jmurph1	05/14/2010 11:48:13 AM
BOE Agenda Approval	jmurph1	05/14/2010 11:48:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV4893**Amendment Number: **4**Agency Name: **PUBLIC WORKS BOARD**Legal Entity Name: **JMA Architecture Studios**Agency Code: **190**Contractor Name: **JMA Architecture Studios**Appropriation Unit: **1505-36**Address: **10150 Covington Cross Dr**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89144**If "No" please explain: **Not Applicable**Contact/Phone: **null7027312033**Vendor No.: **T80481750**NV Business ID: **NV19691003506**To what State Fiscal Year(s) will the contract be charged? **2008-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % General Obligation
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2674**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2011**Contract term: **3 years and 229 days**4. Type of contract: **Contract**Contract description: **Architectural Professional Design Services**

5. Purpose of contract:

This is an amendment to the original contract to provide professional architectural/engineering services for the 50 Bed Forensic Treatment Facility, Clark County; SPWB Project No. 07-P31; SPWB Contract No. 2674. The original agreement was approved November 13, 2007. This amendment removes the bidding and construction administration services components of the contract. Due to lack of construction funding this project is on hold.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,240,325.00
2. Total amount of any previous contract amendments:	\$11,800.00
3. Amount of current contract amendment:	-\$560,081.00
4. New maximum contract amount:	\$1,692,044.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional architecture/engineering services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project and is currently under contract for this work.

The Agency verified the vendor has a Nevada Business license and is in good standing in all areas of the Secretary of States Business Requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shannah	11/09/2009 10:20:00 AM
Division Approval	shannah	11/09/2009 10:20:02 AM
Department Approval	dgrimm	05/06/2010 15:45:00 PM
Contract Manager Approval	dgrimm	05/12/2010 13:44:32 PM
Budget Analyst Approval	jrodrig9	05/12/2010 14:20:00 PM
Team Lead Approval	cwatson	05/14/2010 15:07:51 PM
BOE Agenda Approval	cwatson	05/14/2010 15:07:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10202**Amendment
Number: **1**Agency Name: **PUBLIC WORKS BOARD**Legal Entity
Name: **ARRINGTON WATKINS ARCHITECTS**Agency Code: **190**Contractor Name: **ARRINGTON WATKINS ARCHITECTS**Appropriation Unit: **1550-15**Address: **5240 N 16TH ST STE 101**Is budget authority
available?: **Yes**City/State/Zip: **PHOENIX, AZ 85016**

If "No" please explain: Not Applicable

Contact/Phone: **null602/279-4373**Vendor No.: **T29005651**NV Business ID: **NV20041116632**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **4875**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **11/10/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **3 years and 232 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is an amendment to the original contract to provide professional architectural/engineering services for the retrofit housing unit No. 11 at High Desert State Prison, Phase V, Indian Springs; SPWB Project No. 09-C01; SPWB Contract No. 4875. This amendment increases the maximum amount of the contract from \$474,000 to \$498,055 and is for Sally Port upgrades, lethal fence modifications and to add negative air cells and female pod showers.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$474,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$24,055.00
4. New maximum contract amount:	\$498,055.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional architecture/engineering services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/04/2010 11:04:45 AM
Division Approval	dgrimm	05/04/2010 11:04:49 AM
Department Approval	dgrimm	05/04/2010 11:04:53 AM
Contract Manager Approval	dgrimm	05/06/2010 15:47:07 PM
Budget Analyst Approval	jrodrig9	05/11/2010 13:32:03 PM
Team Lead Approval	cwatson	05/14/2010 14:37:08 PM
BOE Agenda Approval	cwatson	05/14/2010 14:37:12 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV4945**Amendment
Number: **1**Agency Name: **PUBLIC WORKS BOARD**Legal Entity
Name: **JR Romero**Agency Code: **190**Contractor Name: **JR Romero**
Address: **245 E Liberty, Suite 110**Appropriation Unit: **1558-51**Is budget authority
available?: **Yes**City/State/Zip **Reno, NV 89501**If "No" please explain: **Not Applicable**Contact/Phone: **null7757861552**Vendor No.: **T27019065**NV Business ID: **NV20051589900**To what State Fiscal Year(s) will the contract be charged? **2008-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	95.00 %	Fees	0.00 %
X	Federal Funds	5.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2708**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **12/11/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **3 years and 201 days**4. Type of contract: **Contract**Contract description: **Consulting Services**

5. Purpose of contract:

This is an amendment to the original contract to provide Advanced Planning and Master Planning Services for Rural and Reno areas; SPWB Project No. 05-S04 & 07-S04; SPWB Contract No. 2708. This amendment will adjust the professional services fee and contract amount to reflect current and anticipated billing for this project decreasing the maximum contract fee from \$99,000 to \$52,285.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$99,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	-\$46,715.00
4.	New maximum contract amount:	\$52,285.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2005 and 2007 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory amounts.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/05/2010 13:29:13 PM
Division Approval	dgrimm	05/05/2010 13:29:32 PM
Department Approval	dgrimm	05/05/2010 13:29:36 PM
Contract Manager Approval	dgrimm	05/06/2010 15:41:52 PM
Budget Analyst Approval	jrodrig9	05/11/2010 17:30:14 PM
Team Lead Approval	cwatson	05/14/2010 15:05:53 PM
BOE Agenda Approval	cwatson	05/14/2010 15:05:57 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV4642**Amendment Number: **5**Agency Name: **PUBLIC WORKS BOARD**Legal Entity Name: **KGA ARCHITECTURE**Agency Code: **190**Contractor Name: **KGA ARCHITECTURE**Appropriation Unit: **1565-39**Address: **4495 S POLARIS AVE**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89103**If "No" please explain: **Not Applicable**Contact/Phone: **ED KITTRELL 7023676900**Vendor No.: **T80931708**NV Business ID: **NV197771007004**To what State Fiscal Year(s) will the contract be charged? **2008-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % General Obligation Bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **2360**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2007**Anticipated BOE meeting date **05/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2014**

Termination Date:

Contract term: **6 years and 267 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract which provides bidding and construction administrative services to the Southern Nevada Women's Correctional Center Expansion, North Las Vegas, NV; SPWB Project No. 07-C03; SPWB Contract No. 2360. This amendment provides a credit for Endorsement #3 for the amount of (\$3,500.00) as civil engineering wet utility drawings will not be required by the City of North Las Vegas. This amendment also provides architectural and civil engineering preliminary study and services for the sanitary sewer lift station proposed to be owned and maintained by the city of North Las Vegas in the amount of \$45,628.15.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,430,000.00
2. Total amount of any previous contract amendments:	\$69,500.00
3. Amount of current contract amendment:	\$42,128.15
4. New maximum contract amount:	\$1,541,628.15

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project. Currently under contract for this work. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/04/2010 11:28:18 AM
Division Approval	dgrimm	05/04/2010 11:28:23 AM
Department Approval	dgrimm	05/04/2010 11:28:27 AM
Contract Manager Approval	dgrimm	05/06/2010 15:46:03 PM
Budget Analyst Approval	jrodrig9	05/11/2010 11:10:25 AM
Team Lead Approval	cwatson	05/14/2010 15:03:10 PM
BOE Agenda Approval	cwatson	05/14/2010 15:03:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11045**Agency Name: **PUBLIC WORKS BOARD**Agency Code: **190**Appropriation Unit: **1565-66**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PURCELL KROB ELECTRICAL**Contractor Name: **PURCELL KROB ELECTRICAL**Address: **PK ELECTRICAL INC****681 SIERRA ROSE DR STE B**City/State/Zip: **RENO, NV 89511**Contact/Phone: **null775/826-9010**Vendor No.: **T81016802**NV Business ID: **NV19961128650**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % General Obligation Bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **5346**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide construction administration services and project bidding for Surveillance Cameras at Northern Nevada Correctional Center, Carson City, NV; SPWB Project No. 07-M48(A); SPWB Contract No. 5346.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/04/2010 10:47:04 AM
Division Approval	dgrimm	05/04/2010 10:47:09 AM
Department Approval	dgrimm	05/04/2010 10:47:13 AM
Contract Manager Approval	dgrimm	05/06/2010 15:47:46 PM
Budget Analyst Approval	jrodrig9	05/11/2010 12:53:56 PM
Team Lead Approval	cwatson	05/14/2010 14:51:32 PM
BOE Agenda Approval	cwatson	05/14/2010 14:51:36 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11046**Agency Name: **PUBLIC WORKS BOARD**Agency Code: **190**Appropriation Unit: **1577-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HERSHENOW & KLIPPENSTEIN**Contractor Name: **HERSHENOW & KLIPPENSTEIN**Address: **ARCHITECTS INC
5485 RENO CORPORATE DR STE 100
RENO, NV 89511-2262**City/State/Zip: **RENO, NV 89511-2262**Contact/Phone: **null775/332-6640**Vendor No.: **T80984709**NV Business ID: **NV199410477730**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **75.00 %** **X** Bonds **25.00 %**

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 5371

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **3 years and 30 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide project design and construction administration services for the Elko County Readiness Center, Carlin, NV; SPWB Project No. 09-C15; SPWB Contract No. 5371.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$446,500.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	05/04/2010 14:45:48 PM
Division Approval	dgrimm	05/04/2010 14:45:51 PM
Department Approval	dgrimm	05/04/2010 14:45:55 PM
Contract Manager Approval	dgrimm	05/06/2010 15:42:39 PM
Budget Analyst Approval	jrodrig9	05/11/2010 17:23:45 PM
Team Lead Approval	cwatson	05/14/2010 15:34:57 PM
BOE Agenda Approval	cwatson	05/14/2010 15:35:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11063**Agency Name: **PUBLIC WORKS BOARD**Agency Code: **190**Appropriation Unit: **1577-13**Is budget authority available?: **No**

If "No" please explain: Project funding is approved through Military Construction Cooperative Agreement (ARNG) number W9124X-10-2-2001 between the National Guard Bureau and the State of Nevada. See attachments.

This contract is contingent on the June 2010 Interim Financial Committee (IFC) approval for SPWB project 10-A018 authority to receive funding.

Legal Entity Name: Sustainable Energy Solutions, LLC

Contractor Name: **Sustainable Energy Solutions, LLC**Address: **620 South 18th Street**City/State/Zip: **Sparks, NV 89431-5518**

Contact/Phone: null775-324-3338

Vendor No.: T27025291

NV Business ID: NV20031140975

To what State Fiscal Year(s) will the contract be charged? **2010-2016**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 5373

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **5 years and 122 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide project design and construction administrative services; test well investigation services; and site surveying for the Renewable Energy Project at the Nevada Army National Guard, 2460 Fairview Drive, Carson City, NV; Agency Project number 10-A018; SPWB Contract No. 5373. This contract is contingent upon Interim Finance Committee (IFC) approval at their June 24, 2010 meeting.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,500.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

Agency Need - Agency project

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Professional services are provided by SPWB to support the State Capital Improvement projects and Agency projects.
Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpeat	05/05/2010 08:11:43 AM
Division Approval	jpeat	05/05/2010 08:11:48 AM
Department Approval	jpeat	05/05/2010 08:11:53 AM
Contract Manager Approval	jpeat	05/06/2010 13:44:23 PM
Budget Analyst Approval	jrodrig9	05/11/2010 16:49:56 PM
Team Lead Approval	cwatson	05/14/2010 14:34:54 PM

BOE Agenda Approval
BOE Final Approval

cwatson
Pending

05/14/2010 14:35:01 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6163**Amendment Number: **1**Legal Entity Name: **Progressive Industries, Inc.**Agency Name: **OFFICE OF VETERAN'S SERVICES**Contractor Name: **Progressive Industries, Inc.**Agency Code: **240**Address: **2733 N Pulaski Ave**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**City/State/Zip: **Chicago, IL 60639**If "No" please explain: **Not Applicable**Contact/Phone: **Neil O'Donnell 7737639566**Vendor No.: **T29017362**NV Business ID: **NV20101283070**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/08/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **3 years and 358 days**4. Type of contract: **Contract**Contract description: **Health Related Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides bulk oxygen delivery to the Nevada State Veterans Home. This amendment extends the original termination date from June 30, 2010, to June 30, 2012, and increases the maximum amount from \$35,000 to \$75,000 due to the additional two years of services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$35,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$40,000.00
4. New maximum contract amount:	\$75,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Bulk oxygen is required for the system available in each resident room, as per Federal and State laws pertaining to Long Term Care Facilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There is no bulk oxygen delivery available in the State system.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Agreed to State contract, met requirements for delivery of service.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 06/01/2008 Anticipated re-bid date: 06/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Progressive Industries has been providing bulk oxygen to NSVH for the last 2 years. Their service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign corporation**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ttetz	04/29/2010 10:21:04 AM
Division Approval	ttetz	04/29/2010 10:21:08 AM
Department Approval	ttetz	04/29/2010 10:21:10 AM
Contract Manager Approval	mnobles	04/29/2010 11:18:59 AM
Budget Analyst Approval	jrodrig9	04/29/2010 11:31:58 AM
Team Lead Approval	cwatson	05/14/2010 14:04:12 PM
BOE Agenda Approval	cwatson	05/14/2010 14:04:16 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11052**Agency Name: **OFFICE OF VETERAN'S SERVICES**Agency Code: **240**Appropriation Unit: **2561-04**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Scribe Right, Inc.**Contractor Name: **Scribe Right, Inc.**Address: **9360 W. Flamingo Road,
Suite 110**City/State/Zip: **Las Vegas, NV 89147-6446**Contact/Phone: **Carol Rodenhi 702-251-0043**Vendor No.: **T27015183**NV Business ID: **NV20101323920**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Med. Transcription**

5. Purpose of contract:

This is a new contract to provide medical transcription services to the Nevada State Veterans Home(NSVH).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$0.13 per line

II. JUSTIFICATION

7. What conditions require that this work be done?

Medical orders must be transcribed by a licensed company and held for doctor review.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State agencies or employees provide this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Best price; experience working with NSVHd. Last bid date: **03/01/2010** Anticipated re-bid date: **03/01/2012**

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has provided medical transcription services to NSVH for the last 4 years. Performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	05/04/2010 08:59:46 AM
Division Approval	jpalme5	05/04/2010 08:59:50 AM
Department Approval	jpalme5	05/04/2010 08:59:54 AM
Contract Manager Approval	mnobles	05/04/2010 09:07:52 AM
Budget Analyst Approval	jrodrig9	05/06/2010 10:15:58 AM
Team Lead Approval	cwatson	05/14/2010 13:19:48 PM
BOE Agenda Approval	cwatson	05/14/2010 13:19:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5354**Amendment Number: **1**Agency Name: **OFFICE OF VETERAN'S SERVICES**Legal Entity Name: **Boulder City Assembly of God Church**Agency Code: **240**Contractor Name: **Wally Pearson**Appropriation Unit: **2561-04**Address: **2109 High Mesa Dr**Is budget authority available?: **Yes**City/State/Zip: **Henderson, NV 89012**If "No" please explain: **Not Applicable**Contact/Phone: **Wally Pearson 7024500199**Vendor No.: **T81107689**NV Business ID: **NV20021295150**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides Chaplin services to the southern Nevada Veteran's Home. This amendment changes the termination date from June 30, 2010 to June 30, 2012 and adjusts the hourly rate from \$32 per hour to \$30 per hour.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$60,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$60,000.00
4. New maximum contract amount:	\$120,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Psychosocial needs of residents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No State agencies or employees provide this service.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 080409

Approval Date: 04/11/2008

c. Why was this contractor chosen in preference to other?

Experience with military personnel.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Wally Pearson has provided chaplain services to the Nevada State Veterans Home for several years. All services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Contractor is affiliated with a non-profit, religious organization and is therefore qualified for tax-exempt status. (USC 501 (c))

15. a. Is the Contractor Name the same as the legal Entity Name?

No

b. If "No", please explain:

Wally Pearson is the Chaplain who works under the auspices of the Assembly of God Church.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No

b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	05/04/2010 09:01:12 AM
Division Approval	jpalme5	05/04/2010 09:01:16 AM
Department Approval	jpalme5	05/04/2010 09:01:20 AM
Contract Manager Approval	mnobles	05/04/2010 09:08:36 AM
Budget Analyst Approval	jrodrig9	05/06/2010 10:00:10 AM
Team Lead Approval	cwatson	05/14/2010 13:13:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10873**Amendment Number: **1**Agency Name: **DEPARTMENT OF EDUCATION**Legal Entity Name: **Edvantia, Inc.**Agency Code: **300**Contractor Name: **Edvantia, Inc.**Appropriation Unit: **2713-44**Address: **1031 Quarrier Street**Is budget authority available?: **Yes**City/State/Zip: **Charleston, WV 25301**If "No" please explain: **Not Applicable**Contact/Phone: **Teresa Johnson 501-302-4239**Vendor No.: **T29018941A**NV Business ID: **Non-Profit**To what State Fiscal Year(s) will the contract be charged? **2010**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/31/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/14/2010**

Termination Date:

Contract term: **75 days**4. Type of contract: **Contract**Contract description: **NV Core Standards**

5. Purpose of contract:

This is an amendment to the original contract to develop, process and conduct onsite validation of the Nevada Department of Education's work concerning the alignment of Nevada's content standards and the common standards being jointly developed by the Council of Chief State School Officers and National Governor's Association and to develop and submit a report of findings to the Nevada Department of Education that has undergone Edvantia's quality assurance process. This amendment increases the maximum amount of the contract from \$9,900 to \$21,250 due to additional responsibilities.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,900.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$11,350.00
4. New maximum contract amount:	\$21,250.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education must navigate through many tasks in an extremely short timeframe. Edvantia's knowledge and experience with both the standards and Nevada's system will allow the Department to complete the process needed to apply for the Race To the Top grant. If the tasks in the Scope of Work are not completed Nevada will not be successful in the Race To The Top application. The Race To The Top grant award, if application is successful, would be between \$60,000,000 and \$175,000,000.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Edvantia has an in-depth understanding of the Nevada content standards in both mathematics and reading. An in-depth understanding of the process and expectations of the Race To The Top application requirements. Workloads for Nevada Department of Education staff will not allow the time for the tasks to meet the deadline.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Edvantia was the only vendor who could complete the tasks during the time lines required. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 02/26/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Department of Education, and the quality of service was excellent.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jcrawfo2	05/04/2010 14:40:02 PM
Division Approval	jcrawfo2	05/04/2010 14:40:07 PM
Department Approval	jcrawfo2	05/04/2010 14:40:14 PM
Contract Manager Approval	jcrawfo2	05/04/2010 14:40:19 PM
Budget Analyst Approval	cwatson	05/14/2010 09:18:20 AM
Team Lead Approval	cwatson	05/14/2010 09:18:24 AM
BOE Agenda Approval	cwatson	05/14/2010 09:18:29 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10581**

Amendment Number: **2**

Legal Entity Name: **BUREAU OF RECLAMATION**

Agency Name: **HISTORIC PRESERVATION**

Contractor Name: **BUREAU OF RECLAMATION**

Agency Code: **334**

Address: **PO BOX 61470**

Appropriation Unit: **4205-00**

City/State/Zip: **BOULDER CITY, NV 89006**

Is budget authority available?: **No**

Contact/Phone: **Kelli Adams 7022938363**

If "No" please explain: Work Program C17940 has been submitted contemporaneously with this amendment.

Vendor No.:
NV Business ID: **Governmental Entity**

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2009**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **12/31/2011**

Termination Date:

Contract term: **2 years and 164 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Expedited Review**

5. Purpose of contract:

This is an amendment to the original interlocal agreement, which provides funding for expedited review of a federal undertaking in Boulder City, Nevada. This amendment increases the maximum amount from \$5,000 to \$15,000 due to increased architectural review.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Bureau of Reclamation is requesting expedited review which the Nevada State Historic Preservation Office cannot guarantee due to present work loads. Under federal regulations, 36 CFR 800, the State Historic Preservation Office is provided 30 days to comment on a project. Because there will be multiple submissions, the Bureau of Reclamation cannot afford to wait 30 days for SHPO review without missing deadlines for construction to commence. The State Historic Preservation has hired a qualified individual to assist in the review of a federal undertaking, the construction of a new building and associated facilities and infrastructure at the Date Street Complex in Boulder City, Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State Historic Preservation Office does not have the manpower to perform this expedited review.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No
a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mosborne	05/04/2010 09:34:58 AM
Division Approval	mosborne	05/04/2010 09:35:12 AM
Department Approval	mcost1	05/05/2010 13:34:21 PM
Contract Manager Approval	mosborne	05/13/2010 07:58:17 AM
Budget Analyst Approval	knielsen	05/13/2010 11:23:26 AM
Team Lead Approval	cwatson	05/14/2010 13:24:24 PM
BOE Agenda Approval	cwatson	05/14/2010 13:24:29 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11050**Agency Name: **HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3157-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Clark County Department of Family Services**Contractor Name: **Clark County Department of Family Services**Address: **121 South Martin Luther King B**City/State/Zip: **Las Vegas, NV 89103-4309**Contact/Phone: **Junzo Nakagawa 702-455-5484**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County/Federal Match

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

This contract is retroactive due to the Center for Medicare and medicaid Services (CMS) defining Certified Public Expenditures (CPE), allowable costs associated with CPE, and acceptable documentation once CMS modified their regulations/requirements.

3. Termination Date: **06/30/2014**Contract term: **5 years**4. Type of contract: **Interlocal Agreement**Contract description: **Title XIX Child TCM**

5. Purpose of contract:

This is a new interlocal agreement to obtain and pass through Title XIX federal funding for Targeted Case Management (TCM) to Clark County Juvenile Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,871,517.50**

Other basis for payment: FY10 = \$453,397.50 and FY11- FY14 = \$604,530.00 per year representing the federal portion for administrative services

II. JUSTIFICATION

7. What conditions require that this work be done?

Children's population in need of Medicaid services

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Clark County employees will do the work since this contract is to their county's benefit.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	04/29/2010 15:38:07 PM
Division Approval	llamborn	04/29/2010 15:38:33 PM
Department Approval	sderouss	04/29/2010 16:39:45 PM
Contract Manager Approval	dkingsle	05/03/2010 16:03:33 PM
Budget Analyst Approval	nhovden	05/05/2010 10:46:42 AM
Team Lead Approval	jteska	05/23/2010 13:36:49 PM
BOE Agenda Approval	jteska	05/23/2010 13:36:52 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY

1100 E. William Street, Suite 116
Carson City, Nevada 89701

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

April 28, 2010

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Clark County Family Services

DHCFP is seeking approval to enter a retroactive Interlocal Contract with Clark County Family Services. This contract was executed as quickly as possible and if approved, becomes effective July 1, 2009. The contract could not be finalized between DHCFP and Clark County Family Services until the Center for Medicare and Medicaid Services (CMS) defined Certified Public Expenditures (CPE), allowable costs associated with CPE, and acceptable documentation once CMS modified their regulations/requirements.

Further, a moratorium was established for the Interim Final Regulations in 2007 that would have otherwise disallowed Case Management and Targeted Case Management activities for child welfare agencies. The moratorium was in effect until April 1, 2009 and was anticipated the continuation of services would be allowed for reimbursement.

#55

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11049**Agency Name: **HEALTH CARE FINANCING & POLICY**Agency Code: **403**Appropriation Unit: **3158-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CAPTIONS UNLIMITED OF NEVADA**Contractor Name: **CAPTIONS UNLIMITED OF NEVADA**Address: **INC
PO BOX 20905**City/State/Zip: **RENO, NV 89515**Contact/Phone: **null775/746-3534**Vendor No.: **T81082135**NV Business ID: **NV19971149411**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.00 %	Fees	0.00 %
X	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Real Time Captioning**

5. Purpose of contract:

This is a new contract to provide Communication Access Real Time (CART) transcription services to Division of Health Care Finance and Policy employees who are hearing impaired.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This service provides assistance to DHCFP employees who are hearing impaired and mandated by federal requirements for the Americans with Disabilities Act (ADA) to provide reasonable accommodations to employees with disabilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified or certified to provide these services pursuant to NRS 656A.084 and NRS 656A.400.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor has a longstanding contractual relationship with DHCFP since 2002. Their real-time captioning services are specialized and they're the only vendor who provide these services in the local area. Additionally, this vendor has an extensive macro dictionary of acronyms they developed over the years unique to our agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has been under contract with DHCFP since 2002. The quality of their service provided has been professional and satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	04/29/2010 14:50:14 PM
Division Approval	llamborn	04/29/2010 15:39:56 PM
Department Approval	sderouss	04/29/2010 16:55:33 PM
Contract Manager Approval	dkingsle	05/03/2010 16:03:06 PM
Budget Analyst Approval	nhovden	05/04/2010 18:18:50 PM
Team Lead Approval	jteska	05/24/2010 09:05:26 AM
BOE Agenda Approval	jteska	05/24/2010 09:05:30 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11048**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	HEALTH DIVISION
Agency Code:	403	Contractor Name:	HEALTH DIVISION
Appropriation Unit:	3158-11	Address:	HEALTH CARE QUAL & COMPLIANCE 1550 E COLLEGE PKWY STE 158
Is budget authority available?:	Yes	City/State/Zip:	CARSON CITY, NV 89706-7938
If "No" please explain:	Not Applicable	Contact/Phone:	null775/687-4475
		Vendor No.:	D40680000
		NV Business ID:	NA

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Nursing Facility Reserve

Agency Reference #: **403**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Infectious Disease**

5. Purpose of contract:

This is a new interlocal agreement to develop training to reduce infectious disease outbreaks in skilled nursing facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,699.09**

Payment for services will be made at the rate of \$12,141.59 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Infectious disease outbreaks in Nevada's skilled nursing homes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada State Health Division will coordinate the awareness training and analysis of data of infectious disease in the nursing home environment so State employees are doing this work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

State Agency

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Health Division was previously in a similar contract with DHCFP July 1, 2009-June 30, 2010.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	04/29/2010 14:46:41 PM
Division Approval	llamborn	04/29/2010 15:40:58 PM
Department Approval	sderouss	04/29/2010 17:15:44 PM
Contract Manager Approval	dkingsle	05/03/2010 09:47:47 AM
Budget Analyst Approval	nhovden	05/04/2010 18:05:45 PM
Team Lead Approval	jteska	05/23/2010 13:30:29 PM
BOE Agenda Approval	jteska	05/23/2010 13:30:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV7128**Amendment Number: **4**Legal Entity Name: **Public Consulting Group**Agency Name: **HEALTH CARE FINANCING & POLICY**Contractor Name: **Public Consulting Group**Agency Code: **403**Address: **148 State Street Tenth Floor**Appropriation Unit: **3158-04**Is budget authority available?: **Yes**City/State/Zip: **Boston, MA 02109**If "No" please explain: **Not Applicable**Contact/Phone: **null6174262026**Vendor No.: **T32000898**NV Business ID: **NV20021466314**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.00 %	Fees	0.00 %
X	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **2 years and 81 days**4. Type of contract: **Contract**Contract description: **Health And Human Services**

5. Purpose of contract:

This is an amendment to the original contract which provides technical assistance for federally mandated requirements, initially the cost allocation plans for DHHS. This amendment will add additional technical assistance for the federally mandated Health Care Reform Act that will result in a major expansion of publicly-subsidized health coverage programs, health care delivery system reform, and significant changes to the health insurance market.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,999.00
2.	Total amount of any previous contract amendments:	\$515,343.00
3.	Amount of current contract amendment:	\$331,000.00
4.	New maximum contract amount:	\$856,342.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Federally mandated Health Care Reform legislation

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The nature of Health Care Reform legislation is complex. Most state employees do not possess the technical expertise to adequately comprehend, interpret, and apply federal law to administer new federal health care programs at the State level.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100511 B
Approval Date: 05/06/2010

c. Why was this contractor chosen in preference to other?

The Health Care Reform mandate is time sensitive. The existing contract with the vendor was awarded by RFP for the purpose of interpreting and applying federal regulations to implement cost allocation plans for DHHS. This vendor is highly qualified to provide technical assistance for Health Care Reform so this vendor was selected based on proved experience with our agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Health and Human Services, Division of Health Care Financing and Policy. Performance verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	06/02/2010 08:34:23 AM
Division Approval	greves	06/02/2010 08:37:04 AM
Department Approval	sderouss	06/02/2010 09:34:11 AM
Contract Manager Approval	dkingsle	06/02/2010 09:35:19 AM
Budget Analyst Approval	jborrowm	06/02/2010 09:39:39 AM
Team Lead Approval	jmurph1	06/02/2010 09:44:17 AM



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100511B

Amendment 4

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

**The Department of Health and Human Services
Division of Health Care Financing and Policy**

Lynn Carrigan, Chief Fiscal Officer
(775) 684-3621
lcarrigan@dhcfp.nv.gov

Dorrie Kingsley, Contract Manager
(775) 684-3636
Dorrie.Kingsley@dhcfp.nv.gov

- b. Vendor contact information:

Public Consulting Group, Inc.

Amy Ferraro
(617) 426-2026
Robert Baldacci
(617) 426-2026

- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Provide consulting services to: implement health care reform; recommend necessary revisions to Nevada Medicaid policy and State statute; provide guidance for the 2000 + page law; compare Nevada Medicaid program to the requirements and options available in the bill; compare current eligibility in public programs with the requirements for public coverage under the new law; assess preliminary impact on IT systems; evaluate requirements and identify policy decision points of public health insurance programs and private interchange.

3. Describe the unique qualification required for the service or good to be purchased:

Expertise in health care reform with extensive knowledge of the new 2,000+ page law.

#58

justify:

To meet time frames currently proposed, the sole-source procurement will be necessary because this project must begin immediately to best assure successful implementation of health care reform in Nevada, assure adequate interfaces between Medicaid's major systems to include MMIS and NOMADS, and to assure compliance with mandates. Also, some aspects of the program will be retroactive to January 1, 2010.

Fifty states will be competing for limited resources. Most states are larger than Nevada and might potentially offer more lucrative contracts. The competitive bidding process could take as long as twenty-one weeks in addition to the additional month between meeting the BOE deadline and the BOE meeting causing a delay in excess of six months before the contract could be executed. A contractor who is already familiar with the State of Nevada and the Nevada Medicaid program as well as Health Care Reform is needed.

The State General Fund for this contract is provided by a transfer from the Interim Finance Committee Contingency Fund. The request was approved for submittal by the Governor. It was approved by the Board of Examiners and the Interim Finance Committee with the knowledge that a sole source contract would be required to meet the timeframes specified in the IFC Contingency Fund request.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Fifty states will be competing for limited resources of consultants. A delay could subject Nevada to inferior consulting services if other states quickly enter into contracts with the premiere consultants. Such delays could have a significant impact on adequate program planning and management, retrofitting IT systems and applications, and ensuring compliance with the health care reform mandate. The size and complexity of this project requires DHCFP to begin implementation as soon as possible.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

Initially, this vendor was selected through a competitive procurement to perform another project for DHCFP and other DHHS agencies. The limited timeframe for completing the additional health care reform work requires DHCFP hire the vendor through a sole source procurement. DHCFP selected Public Consulting Group because the firm is familiar with the Nevada Medicaid program and the Nevada Department of Health and Human Services. In addition, the firm is based in Boston and has worked with the State of Massachusetts on their implementation of universal health care coverage, which is a model for some of the more significant elements in the national health care reform legislation.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Existing experience under contract with this vendor. The rates are taken from a proposal submitted to DHCFP by Public Consulting Group in February, 2009. Rates were increased slightly because more than a year has elapsed since the proposal was issued. The number of hours was based on a professional estimate of the time requirements for completing the task.

Amendment #4 = \$331,000.00

Contract Term begins upon approval of Amendment and extends through June 30, 2011.

a. New contract Y ☐ N ☒

b. Amendment Y ☒ N ☐ Amendment No. 4
{provide copy of previous waiver(s)}

Division of Health Care Finance and
Policy

hereby requests approval for

Public Consulting Group

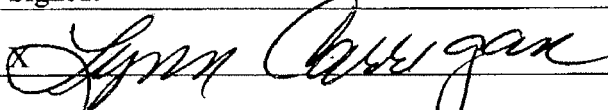
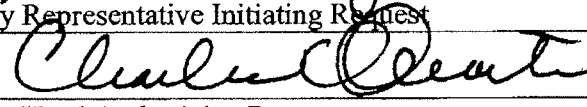
Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

	5/5/2010
Agency Representative Initiating Request	Date
X 	5/5/10
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

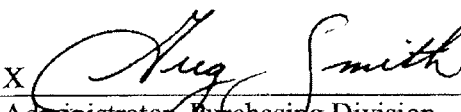
Signed:

X	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	5-6-10
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11018**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3216-08**Is budget authority available?: **No**

If "No" please explain: Authority for previous years included in B/A 3217. A work program will be submitted for the June IFC to create authority in B/A 3216 in SFY11.

Legal Entity Name: **UNLV School of Health Sciences**Contractor Name: **UNLV School of Health Sciences**Address: **4505 Maryland Pkwy Box 452038**City/State/Zip: **Las Vegas, NV 89154-2038**Contact/Phone: **Gina Strebel 702-895-5090**Vendor No.: **D35000813**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Transfer from DHCFF

Agency Reference #: **HD 11001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Provide Physician**

5. Purpose of contract:

This is a new interlocal agreement to provide the Dean of the School of Public Health as a contributing physician for disease control response, part time.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,699.09**

Payment for services will be made at the rate of \$12,141.59 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The State needs a contributing physician to improve the control and prevention of infectious disease outbreaks.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no qualified state employees for this position.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes

If "Yes", please explain

Contractor is a state governmental agency.

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	04/28/2010 16:17:07 PM
Division Approval	pweyrick	04/28/2010 16:17:11 PM
Department Approval	sderouss	05/13/2010 12:27:04 PM
Contract Manager Approval	cschmid2	05/13/2010 13:17:38 PM
Budget Analyst Approval	jborrowm	05/14/2010 15:28:52 PM
Team Lead Approval	jteska	05/20/2010 17:19:40 PM
BOE Agenda Approval	jteska	05/20/2010 17:19:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11026**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3222-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Research Triangle Institute**Contractor Name: **Research Triangle Institute**Address: **3040 Cornwallis Road**City/State/Zip: **Research Triangle , NC 27709-2194**Contact/Phone: **David Stratton 919-541-7397**Vendor No.: **T27025164**NV Business ID: **NV20101303295**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

X Federal Funds **100.00 %**

Highway Funds 0.00 %

Fees 0.00 %

Bonds 0.00 %

Other funding 0.00 %

Agency Reference #: **HD10134**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2010**Contract term: **121 days**4. Type of contract: **Contract**Contract description: **Data Assessment**

5. Purpose of contract:

This is a new contract to provide support for a Pregnancy Risk Assessment and Monitoring System (PRAMS) pilot project, involving the collecting, analyzing and weighting of data.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,926.00**

Payment for services will be made at the rate of \$6,481.50 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

This is part of a special project to collect information to address issues of maternal and infant morbidity and mortality, as required performance measures of the Maternal and Child Block Grant.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have employees capable of performing this work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100320

Approval Date: 03/29/2010

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	04/27/2010 13:37:50 PM
Division Approval	pweyrick	04/27/2010 13:37:54 PM
Department Approval	sderouss	04/27/2010 15:31:44 PM
Contract Manager Approval	cschmid2	04/28/2010 10:10:25 AM
Budget Analyst Approval	jborrowm	05/07/2010 16:40:06 PM
Team Lead Approval	jteska	05/23/2010 13:18:22 PM
BOE Agenda Approval	jteska	05/23/2010 13:18:27 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100320

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Child Family & Community Wellness, Jo Malay, Women & Children's Wellness Manager, (775) 684-5902, jmalay@health.nv.gov
a. Vendor contact information: David Stratton, Sr. Contracting Officer, Research Triangle Institute, 3040 Cornwallis Road, P.O. Box 12194, Research Triangle Park, North Carolina, 27709-2194, (919) 541-7397, stratton@rti.org
b. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:

We are purchasing the time and expertise of Mr. Stratton and his team who work for Research Triangle Institute (RTI). Mr. Stratton and his team will provide support to our Pregnancy Risk Assessment and Monitoring System (PRAMS) Pilot Project. This Project will collect information to address issues on maternal and infant morbidity and mortality as part of our required reporting of performance measures for the Maternal and Child Block Grant. RTI will clean and weigh data collected and provide support and training for system data collection. RTI has extensive experience with PRAMS data methodology.
3. Describe the unique qualification required for the service or good to be purchased:

The Centers for Disease Control and Prevention (CDC) contracts with RTI exclusively for data management, data weighting, and technical support for software. It was necessary in order to start this project that Nevada receives approval for RTI to assist us in this project from CDC. The CDC Information Technology Security Team has approved for Nevada to proceed with the Pilot Project, if RTI is the selected vendor, and RTI has agreed to perform the needed services for this project. Without RTI, and CDC's approval, Nevada could not proceed with this project.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

RTI is the contractor for data management and data weighting for the CDC PRAMS project. RTI also has the experience, software, and relationships necessary to complete this pilot project for Nevada. PRAMS is currently being implemented in 37 states nationwide with RTI.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

PRAMS allows states to obtain population-based estimates to support their MCH programs. It provides information on indicators that are not found on the birth certificate and the data serves as the foundation of HRSA's Title V needs assessment process which is a required and conducted every five years. PRAMS data is used to obtain and allocate resources for a wide range of maternal and child health programs that meet national and State needs.

#600

The funds that are being used for this project are approved by the Maternal and Child Health Bureau and are expected to be used by September 30, 2010. The data collected from this project assists with components of required reporting for the MCH Block Grant.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

There was no market research conducted on this subject.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The price/cost was based on estimates on the cost of this project. RTI proposal came in lower than estimates by MCH. State of Nevada Health Division Vital Statistics reviewed the estimate from RTI and stated it was fairly priced. The reputation of RTI is one of a quality and reliable organization that produces an effective, efficient product.

8. What is the estimated value and length of the contract, amendment or request. \$25,926 for 4 months.

a. New contract Y ☒ N ☐

b. Amendment Y ☐ N ☐ Amendment No. _____
{provide copy of previous waiver(s)}

The Nevada State Health Division hereby requests approval for Research Triangle Institute
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

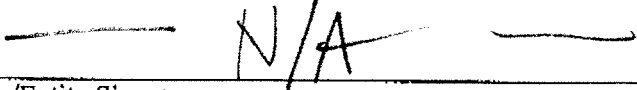
Signed:

X <i>J. Malay</i>	3/17/10
Agency Representative Initiating Request	Date
X <i>Anthony L. Asa IV</i>	3/18/10
Agency Head/Division Chief/Authorized Designee	Date

#60

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

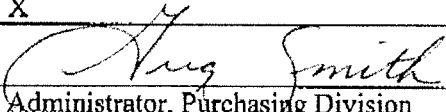
Signed:

X		
Reviewing Agency/Entity Signature		Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X		
		3-29-10
Administrator, Purchasing Division		Date

#600

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10341**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3224-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Lander County**Contractor Name: **Lander County**Address: **315 S. Humboldt Street**City/State/Zip: **Battle Mountain, NV 89820**Contact/Phone: **null775-635-5738**

Vendor No.:

NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **HD 10007**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

There were problems with scheduling and revisions in the indirect rates. In the future, we will begin the contract preparation process further in advance.

3. Termination Date: **06/30/2011**Contract term: **1 year and 364 days**4. Type of contract: **Revenue Contract**Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,633.78**

Payment for services will be made at the rate of \$1,693.07 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Frontier and Rural Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are providing these services to the county.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	04/23/2010 10:43:44 AM
Division Approval	pweyrick	04/23/2010 10:43:48 AM
Department Approval	sderouss	04/27/2010 14:52:34 PM
Contract Manager Approval	cschmid2	04/27/2010 14:57:14 PM
Budget Analyst Approval	jborrowm	05/10/2010 13:21:36 PM
Team Lead Approval	jteska	05/20/2010 17:44:55 PM
BOE Agenda Approval	jteska	05/20/2010 17:44:58 PM
BOE Final Approval	Pending	

STATE OF NEVADA

JIM GIBBONS
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION**

Frontier and Rural (FaR) Public Health Program

3427 Goni Road #108

Carson City, Nevada 89706

Telephone: (775) 687-7550 · Fax: (775) 684-3492

December 18, 2009

MEMORANDUM

To: Richard Whitley, MS
Administrator
Health Division

Through: Joe Pollock, RHES
Deputy Director, FaR

From: Ike Cress, GPA II

Subject: Request for a Retroactive Start Date for Contract # HD 10007 (Lander County)

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2009. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2009 through June 30, 2011). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to scheduling and revisions in indirect cost rates. The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5690**Amendment Number: **1**Legal Entity Name: **PENDING**Agency Name: **WELFARE AND SUPPORT SERVICES**Contractor Name: **Centurion, Inc**Agency Code: **407**Address: **4584 140th Ave No, Ste 1001**Appropriation Unit: **3228-26**Is budget authority available?: **Yes**City/State/Zip: **Clearwater, FL 33762**If "No" please explain: **Not Applicable**Contact/Phone: **Berny Elsbernd 2627846411**Vendor No.: **T27014779**NV Business ID: **PENDING**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	33.60 %	Fees	0.00 %
X	Federal Funds	66.40 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **2 years and 291 days**4. Type of contract: **Contract**Contract description: **Computer Related Services**

5. Purpose of contract:

This is an amendment to the original contract that provides for the maintenance of the Voice Response Unit (VRU). This amendment implements the option to renew for one additional year of the two year renewal option extending the termination date from June 30, 2010 to June 30, 2011 and increasing the total authority by \$18,443 from \$32,276 to \$50,719. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$32,275.32
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$18,443.04
4.	New maximum contract amount:	\$50,718.36
	and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract amendment will provide for ongoing maintenance for the Voice Response Unit (VRU).

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not qualified to do this type of work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Centurion was the only vendor who responded to request for bids in July of 2008.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently contracted with DWSS and is providing satisfactory services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

PENDING

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

PENDING

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

PENDING

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

PENDING

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/28/2010 11:28:19 AM
Division Approval	rgillila	04/29/2010 14:42:04 PM
Department Approval	sderouss	04/30/2010 09:10:11 AM
Contract Manager Approval	jvandyk	04/30/2010 16:10:06 PM
Budget Analyst Approval	jteska	05/23/2010 12:20:46 PM

Team Lead Approval
BOE Agenda Approval

jteska
jteska

05/23/2010 12:20:53 PM
05/23/2010 12:22:14 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10451**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3228-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **JP MORGAN CHASE BANK NA**Contractor Name: **JP MORGAN CHASE BANK NA**Address: **LEGAL SUPPORT
780 KANSAS LN STE A**City/State/Zip: **MONROE, LA 71203**Contact/Phone: **null318/699-4557**Vendor No.: **T29017271**NV Business ID: **NV19951175242**To what State Fiscal Year(s) will the contract be charged? **2010-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	47.50 %	Fees	0.00 %
X	Federal Funds	52.50 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2009**

Anticipated BOE meeting date 06/2010

Retroactive? **Yes**

If "Yes", please explain

The Division is requesting retroactive approval so that the Division can realize additional savings in FY 10 resulting from new terms in the Western States Alliance RFP for EBT services that the current contractor was awarded.3. Termination Date: **06/30/2018**Contract term: **8 years and 274 days**4. Type of contract: **Contract**Contract description: **EBT Services**

5. Purpose of contract:

This is a new contract for electronic benefits (EBT) services to Division of Welfare and Supportive Services clients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,123,478.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Western States EBT Alliance (WSEA) was an initiative of the Western Governor's Association and was established to procure cost effective EBT services for member states as mandated by the Federal Government. JP Morgan is the incumbent provider and the awarded vendor for this request for proposal.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the resources or expertise to perform this type of work.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Western States EBT Alliance (WSEA) was an initiative of the Western Governor's Association and was established to procure cost effective EBT services for member states. JP Morgan is the incumbent provider and the awarded vendor for this request for proposal.

d. Last bid date: 08/01/2009 Anticipated re-bid date: 06/01/2018

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

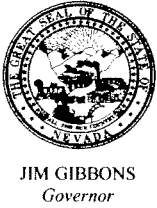
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/22/2010 13:48:28 PM
Division Approval	msmit5	05/06/2010 15:07:27 PM
Department Approval	mtorvine	05/06/2010 17:44:53 PM
Contract Manager Approval	jholm	05/07/2010 09:26:11 AM
Budget Analyst Approval	jteska	05/24/2010 11:46:48 AM
Team Lead Approval	jteska	05/24/2010 11:46:52 AM
BOE Agenda Approval	jteska	05/24/2010 11:46:56 AM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

MICHAEL J. WILLDEN
Director

ROMAINE GILLILAND
Administrator

May 24, 2010

TO: JULIA TESKA, BUDGET ANALYST V
BUDGET AND PLANNING DIVISION

THROUGH: MIKE WILLDEN, DIRECTOR
DEPARTMENT OF HEALTH AND HUMAN SERVICES

FROM: ROMAINE GILLILAND, ADMINISTRATOR

Re: Retroactive approval of the contract between the Division of Welfare and Supportive Services and JP Morgan Electronic Financial Services.

The Division of Welfare and Supportive Services (DWSS) is requesting a retroactive approval of the above referenced contract to October 1, 2009.

The State of Nevada participated in a Request for Proposal (RFP) offered by the State of Colorado under the Western State Alliance for EBT Card services. As a result of this RFP, DWSS was able to negotiate cost savings retroactive to October 1, 2009 resulting in targeted general funding savings for Fiscal Year 10 and 11.

Thank you for your assistance in this matter. If you have any questions, please contact Jason Holm, Administrative Services Officer, at 775-684-0650.

Working for the Welfare of ALL Nevadans

#63

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5571**Amendment Number: **2**Legal Entity Name: **Nevada Public Health Foundation**Agency Name: **WELFARE AND SUPPORT SERVICES**Contractor Name: **Nevada Public Health Foundation**Agency Code: **407**Address: **3579 Hwy 50 East Ste C**Appropriation Unit: **3230-49**Is budget authority available?: **Yes**City/State/Zip: **Carson City, NV 89701**If "No" please explain: **Not Applicable**Contact/Phone: **Rota Rosaschi 7758840392**Vendor No.: **T81018059**NV Business ID: **NV19961104052**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Health And Human Services**

5. Purpose of contract:

This is an amendment to the contract to provide technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase the number of arrests and successful prosecutions for statutory rape violations and to better assist victims. This amendment implements a two year extension option extending the contract from June 30, 2010 to June 30, 2012 and increasing the total authority by \$278,800 from \$322,200 to \$601,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$360,000.00
2. Total amount of any previous contract amendments:	-\$37,800.00
3. Amount of current contract amendment:	\$278,800.00
4. New maximum contract amount:	\$601,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 requires states to conduct a program designed to reach State and local law enforcement officials, the education system and relevant counseling services, providing education and training on the problem of statutory rape so teenage pregnancy prevention programs may be expanded in scope to include men.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the knowledge or expertise to perform these services.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This amendment is to implement the two year extension option.

d. Last bid date: Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has been providing ongoing services for DWSS in a satisfactory manner.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	05/05/2010 17:01:18 PM
Division Approval	msmit5	05/07/2010 10:55:55 AM
Department Approval	sderouss	05/13/2010 09:54:17 AM
Contract Manager Approval	jholm	05/21/2010 14:34:47 PM
Budget Analyst Approval	jteska	05/23/2010 11:57:55 AM
Team Lead Approval	jteska	05/23/2010 11:57:58 AM
BOE Agenda Approval	jteska	05/23/2010 11:58:02 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10895**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3230-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **REGIONAL TRANSPORTATION**Contractor Name: **REGIONAL TRANSPORTATION**Address: **COMMISSION
2050 VILLANOVA DR
RENO, NV 89502-3163**City/State/Zip: **RENO, NV 89502-3163**Contact/Phone: **null775/348-0400**Vendor No.: **PUR0002452**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Bus Passes - NEON**

5. Purpose of contract:

This is a new interlocal agreement to purchase bus passes for the purpose of providing transportation to NEON (TANF) participants for employment and training purposes.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$264,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

42 U.S.C. 607 et seq. and 45 C.F.R. 261 et seq. authorize employment and training programs for recipients of TANF. The TANF Block Grant provides parents/caregivers with job preparation, work opportunities and support services to enable them to leave the program and achieve self-sufficiency. The Deficit Reduction Act of 2005 requires states to engage more TANF cases in productive work activities leading to self-sufficiency. To help combat barriers to self-sufficiency, transportation assistance is provided.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees cannot provide this service.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contract is an interlocal agreement with a public agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/15/2010 18:09:57 PM
Division Approval	rgillila	04/29/2010 14:43:02 PM
Department Approval	sderouss	04/30/2010 07:41:27 AM
Contract Manager Approval	jvandyk	04/30/2010 16:04:00 PM
Budget Analyst Approval	jteska	05/23/2010 13:52:24 PM
Team Lead Approval	jteska	05/23/2010 13:52:29 PM
BOE Agenda Approval	jteska	05/23/2010 13:52:32 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11024**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3233-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BERES, GINNIE DBA**Contractor Name: **BERES, GINNIE DBA**Address: **ROADRUNNER JANITORIAL SERVICE
5911 VICKI ANN RD**City/State/Zip: **PAHRUMP, NV 89048**Contact/Phone: **null775/727-4405**Vendor No.: **T29001360**NV Business ID: **NV20081520685**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	34.00 %	Fees	0.00 %
X	Federal Funds	66.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide continuing janitorial services at the Division of Welfare and Supportive Services (DWSS) Pahrump District Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,400.00**

Payment for services will be made at the rate of \$675.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract is to ensure that a clean and sanitary work environment exists for staff and for the clients served by DWSS.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Janitorial services are not offered by the State of Nevada.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor has been providing satisfactory service, whereas other vendors were unable to provide verifiable references that would satisfy selecting another vendor to provide this service. Due to the remoteness of this office, service must be provided as prescribed and without the need for follow-up requests for service issues, etc.

d. Last bid date: 01/29/2010 Anticipated re-bid date: 01/29/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been providing ongoing janitorial services to DWSS in a satisfactory manner.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	05/05/2010 11:56:38 AM
Division Approval	msmit5	05/05/2010 16:39:02 PM
Department Approval	sderouss	05/14/2010 13:51:40 PM
Contract Manager Approval	jvandyk	05/17/2010 09:48:28 AM
Budget Analyst Approval	jteska	05/20/2010 17:15:29 PM
Team Lead Approval	jteska	05/20/2010 17:15:33 PM
BOE Agenda Approval	jteska	05/20/2010 17:16:47 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10884**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3233-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **REGIONAL TRANSPORTATION**Contractor Name: **REGIONAL TRANSPORTATION**Address: **COMMISSION
2050 VILLANOVA DR**City/State/Zip: **RENO, NV 89502-3163**Contact/Phone: **Tom Taelour 775/348-0400**Vendor No.: **PUR0002452**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.00 %	Fees	0.00 %
X	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Bus Passes - SNAP**

5. Purpose of contract:

This is a new interlocal agreement to purchase bus passes for the purpose of providing transportation to the Supplemental Nutrition Assistance Program (SNAP) employment and training participants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Some SNAP participants are required to complete job search activities. Transportation is provided to combat this as a potential barrier of job search activities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees cannot provide this service to the SNAP participants.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contract is an interlocal agreement with a public agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been providing satisfactory service to DWSS under current contract.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/12/2010 17:43:24 PM
Division Approval	rgillila	04/29/2010 14:42:25 PM
Department Approval	sderouss	04/30/2010 07:43:31 AM
Contract Manager Approval	jvandyk	04/30/2010 16:06:34 PM
Budget Analyst Approval	jteska	05/23/2010 13:54:45 PM
Team Lead Approval	jteska	05/23/2010 13:54:50 PM
BOE Agenda Approval	jteska	05/23/2010 13:54:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10921**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3238-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Eighth Judicial District Court**Contractor Name: **Eighth Judicial District Court**Address: **of Nevada, Clark County
200 S Third Street**City/State/Zip: **Las Vegas, NV 89155**Contact/Phone: **null702-455-4277**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % State share of collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **3 years**4. Type of contract: **Interlocal Agreement**Contract description: **Pilot Program**

5. Purpose of contract:

This is a new interlocal agreement to provide funding under a three year pilot project to enable the Eighth Judicial District Court of Clark County to manage and staff a second full-time court calendar for Child Support efforts including establishing paternity, establishing or modifying financial and medical support orders, and enforcing orders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$996,154.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Child Support Enforcement Program (CSEP) activities include hearings, which require the presence of Hearing Masters and court services. This three year pilot project will provide staffing for a second full-time court calendar for Child Support efforts.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These services require attorneys working as Hearing Masters as well as court services. State employees are not able to provide these services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The eighth Judicial Court is part of the child support enforcement system.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DWSS to provide these same services, this contract is a three-year pilot project which will provide the same services for a second-full time court calendar; contractor is providing satisfactory services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/14/2010 09:38:40 AM
Division Approval	rgillila	04/29/2010 14:22:57 PM
Department Approval	sderouss	04/30/2010 09:18:50 AM
Contract Manager Approval	jvandyk	04/30/2010 16:02:34 PM
Budget Analyst Approval	jteska	05/20/2010 18:09:18 PM
Team Lead Approval	jteska	05/20/2010 18:09:22 PM
BOE Agenda Approval	jteska	05/20/2010 18:09:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10995**

Agency Name:	WELFARE AND SUPPORT SERVICES	Legal Entity Name:	INFORMATIX INC
Agency Code:	407	Contractor Name:	INFORMATIX INC
Appropriation Unit:	3238-04	Address:	1740 CREEKSIDE OAKS DR STE 175
Is budget authority available?:	Yes	City/State/Zip	SACRAMENTO, CA 95833
If "No" please explain:	Not Applicable	Contact/Phone:	null916/830-1698
		Vendor No.:	T29018702
		NV Business ID:	NV20081431872

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	66.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	34.00 % State Share of Collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **5 years**4. Type of contract: **Contract**Contract description: **Financial Data Match**

5. Purpose of contract:

This is a new contract for Financial Institute Data Match (FIDM) services for the State of Nevada Child Support Enforcement Program (CSEP), as mandated by Federal Regulations, to use as a tool for seizing assets in financial institutions for non-custodial parents that owe arrears. The term of this contract is for five years in accordance with the RFP which was handled by the State of Michigan and in alliance with eighteen (18) other states participating in this RFP process, including the State of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,521.65**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

FIDM was mandated by Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act, 42 USC & 666(a)(17), NRS 425.393, and NRS 425.400.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are currently no state resources to provide this specialized service.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The RFP was prepared by the multi-state alliance and was handled by the State of Michigan.

d. Last bid date: 01/28/2010 Anticipated re-bid date: 01/27/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been providing ongoing FIDM services to DWSS in a satisfactory manner.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/22/2010 14:14:24 PM
Division Approval	rgillila	04/29/2010 14:43:22 PM
Department Approval	sderouss	04/30/2010 07:48:08 AM
Contract Manager Approval	jvandyk	04/30/2010 16:06:06 PM
Budget Analyst Approval	jteska	05/23/2010 13:57:11 PM
Team Lead Approval	jteska	05/23/2010 13:57:15 PM
BOE Agenda Approval	jteska	05/23/2010 13:57:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10900**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3239-16**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EIGHTH JUDICIAL DISTRICT COURT**Contractor Name: **EIGHTH JUDICIAL DISTRICT COURT**Address: **STATE OF NEVADA, CLARK COUNTY
200 S THIRD STREET**City/State/Zip: **LAS VEGAS, NV 89155**Contact/Phone: **null702-455-4277**

Vendor No.:

NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	66.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	34.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **CSEP COURT SERVICES**

5. Purpose of contract:

This is a new interlocal agreement for the Eighth Judicial District Court in Clark County to provide hearing masters and court services for child support hearings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$9,697,650.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Child Support Enforcement Program (CSEP) activities include hearings, which require the presence of Hearing Masters and court services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

These services require attorneys working as Hearing Masters as well as court services. State employees are not able to provide these services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The eighth Judicial Court is part of the Child Support Enforcement Program. This same contract is in place with the other Judicial District Courts in the State of Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently contracted with DWSS to provide these same services; contractor is providing satisfactory services.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/16/2010 17:01:38 PM
Division Approval	rgillila	04/29/2010 14:22:33 PM
Department Approval	sderouss	04/30/2010 09:17:15 AM
Contract Manager Approval	jvandyk	04/30/2010 16:02:05 PM
Budget Analyst Approval	jteska	05/20/2010 17:58:58 PM
Team Lead Approval	jteska	05/20/2010 17:59:01 PM
BOE Agenda Approval	jteska	05/20/2010 17:59:06 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10824**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3267-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOYS & GIRLS CLUBS OF SO NV**Contractor Name: **BOYS & GIRLS CLUBS OF SO NV**Address: **BOYS & GIRLS CLUB OF HENDERSON**City/State/Zip: **6330 S SANDHILL RD STE 3
LAS VEGAS, NV 89120-3248**Contact/Phone: **null702/565-6568**Vendor No.: **T80981605**NV Business ID: **19591000412**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Child Care Programs**

5. Purpose of contract:

This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$503,653.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

This work is mandated by the Nevada Child Care and Development Fund.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DWSS contracts with public and private non-profit entities to meet community demands for child care services. DWSS does not possess the expertise or resources to address this demand.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

DWSS does not restrict participation and approves all public and private child care providers who are able to meet the participation requirements set forth in the Child Care State Plan and Policy Manual.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/28/2010 16:49:41 PM
Division Approval	msmit5	05/04/2010 16:29:28 PM
Department Approval	sderouss	05/13/2010 10:26:09 AM
Contract Manager Approval	jvandyk	05/17/2010 09:40:08 AM
Budget Analyst Approval	jteska	05/21/2010 08:29:45 AM
Team Lead Approval	jteska	05/21/2010 08:29:49 AM
BOE Agenda Approval	jteska	05/21/2010 08:29:53 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5404**Amendment Number: **2**Agency Name: **WELFARE AND SUPPORT SERVICES**Legal Entity Name: **Nevada Assoc for the Education**Agency Code: **407**Contractor Name: **Nevada Assoc for the Education**Appropriation Unit: **3267-21**Address: **of Young Children**Is budget authority available? **Yes****Mail Stop 141**City/State/Zip **Reno, NV 89557**

If "No" please explain: Not Applicable

Contact/Phone: **null7756826840**Vendor No.: **T81105283**NV Business ID: **NV19991307517**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **2 years and 364 days**4. Type of contract: **Contract**Contract description: **Health And Human Services**

5. Purpose of contract:

This is an amendment to the contract providing financial assistance and scholarship programs for early care provider education and professional development. This amendment implements the second of three (3) one year extension options extending the end date of the contract from June 30, 2010 to June 30, 2011 and increasing the total authority by \$871,000 from \$1,492,000 to \$2,363,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$621,000.00
2. Total amount of any previous contract amendments:	\$871,000.00
3. Amount of current contract amendment:	\$871,000.00
4. New maximum contract amount:	\$2,363,000.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS receives Federal Child Care Development Funds (CCDF) which are used to improve the quality of childcare services in Nevada. This program provides a comprehensive initiative for childcare providers to improve the quality of Nevada's Early Care and Education and increase the number of accredited child care education programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees to not have the expertise and the State does not have the staffing resources to conduct this work.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

N/A This is an amendment to implement the second of three (3) one year extension options.

d. Last bid date: 03/10/2008 Anticipated re-bid date: 03/10/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been providing ongoing services to DWSS in a satisfactory manner.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/29/2010 14:53:23 PM
Division Approval	rgillila	04/29/2010 15:01:57 PM
Department Approval	sderouss	04/30/2010 07:54:46 AM
Contract Manager Approval	jholm	05/05/2010 13:28:40 PM
Budget Analyst Approval	jteska	05/20/2010 18:16:21 PM
Team Lead Approval	jteska	05/20/2010 18:16:24 PM
BOE Agenda Approval	jteska	05/20/2010 18:16:28 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10832**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3267-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SUNRISE CHILDRENS FOUNDATION**Contractor Name: **SUNRISE CHILDRENS FOUNDATION**Address: **2755 E DESERT INN RD STE 200**City/State/Zip: **LAS VEGAS, NV 89121**Contact/Phone: **null702/731-8373**Vendor No.: **T80978244**NV Business ID: **NV19931063050**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Child Care Programs**

5. Purpose of contract:

This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$534,689.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

This work is mandated by the Nevada Child Care and Development Fund.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DWSS contracts with public and private non-profit entities to meet community demands for child care services. DWSS does not possess the expertise or resources to address this demand.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

DWSS does not restrict participation and approves all public and private child care providers who are able to meet the participation requirements set forth in the Child Care State Plan and Policy Manual.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/28/2010 16:45:45 PM
Division Approval	msmit5	05/04/2010 16:34:31 PM
Department Approval	sderouss	05/13/2010 10:32:40 AM
Contract Manager Approval	jvandyk	05/17/2010 09:44:12 AM
Budget Analyst Approval	jteska	05/21/2010 08:34:04 AM
Team Lead Approval	jteska	05/21/2010 08:34:07 AM
BOE Agenda Approval	jteska	05/21/2010 08:34:11 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10654**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3267-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: University of Nevada Las Vegas

Contractor Name: **University of Nevada Las Vegas**Address: **Children's Research & Policy
4505 MARYLAND PKWY BOX 451006**City/State/Zip: **LAS VEGAS, NV 89154-1006**

Contact/Phone: David Paul, Exec Dir of Sponsored Programs 702/895-1357

Vendor No.:

NV Business ID: None

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 407

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 04/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Maintain Database**

5. Purpose of contract:

This is a new interlocal agreement which provides for the development and maintenance of a state early childhood database. The database will feature a library of data to provide resources for grant writers, for policy makers, for the public, and to serve an intermediary function for query of more complex databases at the state and/or federal level.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$118,650.00**

Other basis for payment: Actual per invoice, total not to exceed \$118,650

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide for the development and maintenance of a State of Nevada early childhood database. The Contractor will serve as Administrator and will collaborate with the National Supercomputing Center for Energy and Environment (NSCEE) in database administration and maintenance. The database will feature a library of data to provide resources for grant writers, for policy makers, for the public, and to serve an intermediary function for query of more complex databases at the state and/or federal level.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not currently have the resources to provide these services.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/01/2010 18:06:51 PM
Division Approval	msmit5	04/14/2010 14:27:13 PM
Department Approval	sderouss	04/19/2010 14:48:39 PM
Contract Manager Approval	jvandyk	04/21/2010 14:43:50 PM
Budget Analyst Approval	jteska	05/20/2010 17:51:46 PM
Team Lead Approval	jteska	05/20/2010 17:51:50 PM
BOE Agenda Approval	jteska	05/20/2010 17:51:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10835**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3267-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **YMCA OF SOUTHERN NEVADA**Contractor Name: **YMCA OF SOUTHERN NEVADA**Address: **4141 MEADOWS LN**City/State/Zip: **LAS VEGAS, NV 89107**Contact/Phone: **null702/877-7225**Vendor No.: **T80911452**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Child Care Programs**

5. Purpose of contract:

This is a new contract to provide funding for before and after school child care programs at various community partners throughout Southern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$201,461.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

This work is mandated by the Nevada Child Care and Development Fund.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

DWSS contracts with public and private non-profit entities to meet community demands for child care services. DWSS does not possess the expertise or resources to address this demand.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

DWSS does not restrict participation and approves all public and private child care providers who are able to meet the participation requirements set forth in the Child Care State Plan and Policy Manual.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	04/28/2010 16:52:55 PM
Division Approval	msmit5	05/04/2010 16:37:35 PM
Department Approval	sderouss	05/13/2010 10:24:23 AM
Contract Manager Approval	jvandyk	05/17/2010 09:36:33 AM
Budget Analyst Approval	jteska	05/21/2010 08:31:57 AM
Team Lead Approval	jteska	05/21/2010 08:32:00 AM
BOE Agenda Approval	jteska	05/21/2010 08:32:03 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11047**Amendment Number: **1**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Legal Entity Name: **Solutions Recovery, Inc.**Agency Code: **408**Contractor Name: **Solutions Recovery, Inc.**Appropriation Unit: **3161-29**Address: **9811 W. Charleston Blvd. #2626**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89117**If "No" please explain: **Not Applicable**Contact/Phone: **null702-228-8520**

Vendor No.:

NV Business ID: **NV20051545835**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **10/31/2010**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **Residential Program**

5. Purpose of contract:

This is an amendment to the original contract to provide residential services to dual diagnosis clients. this amendment increases the total authority by \$361,760 from \$815,000 to \$1,176,760 to increase the number of available beds from 18 to 26.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$815,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$361,760.00
4.	New maximum contract amount:	\$1,176,760.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Dual Diagnosis (Mental Health and Substance Abuse) needed to meet client needs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

SNAMHS does not provide residential services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Based on RFP scoring sheets and site visits.

d. Last bid date: Anticipated re-bid date: 07/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wkirby	05/11/2010 08:17:44 AM
Division Approval	wkirby	05/11/2010 08:17:47 AM
Department Approval	sderouss	05/14/2010 08:45:41 AM
Contract Manager Approval	rkoithan	05/14/2010 16:01:43 PM
Budget Analyst Approval	rhage1	05/21/2010 10:42:52 AM
Team Lead Approval	jteska	05/23/2010 14:57:38 PM
BOE Agenda Approval	jteska	05/23/2010 14:57:42 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10937**Agency Name: **MENTAL HEALTH AND
DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3162-00**Is budget authority
available?: **No**If "No" please explain: This is a contingency contract for
revenue to agencyLegal Entity Name: **Hansen Hunter & Company PC**Contractor Name: **Hansen Hunter & Company PC**Address: **8930 SW Gemini Drive**City/State/Zip: **Beaverton, OR 97008**Contact/Phone: **null8005473159**Vendor No.: **t29009225**NV Business ID: **NV20101244381**To what State Fiscal Year(s) will the contract be charged? **2011-2014**What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if
the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Medicare

2. Contract start date:

a. Effective upon Board of **No** or b. other effective date **07/01/2010**
Examiner's approval?Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Contingency Revenue**

5. Purpose of contract:

This is a new contract for vendor to determine the amount of coinsurance eligible to be claimed as a bad debt on the Medicare Cost Report. Vendor to be paid 30% of any/all recovered revenue, with no payment to be made if no funds are recovered

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: 30% of any/all recovered funds to be paid to vendor within 90 days of receipt by NNAHMS

II. JUSTIFICATION

7. What conditions require that this work be done?

Requirement of Health Care Financing Administration (HCFA) for participation in Medicare and Medicaid

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Existing staff lacks familiarity with changing federal regulations and cost report preparation. Professional expertise is required to maximize cost report settlements and establish bad debt possibilities.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor prepares the Medicare Cost Reports for NNAMHS and is willing to pursue this service on a contingency basis, with no payment due if no funds are recovered. This vendor is exempt from solicitation process per NAC 333.150. (b).

The agency verified the vendor has a NV business license and is in good standing in all areas of the SOS's business requirements.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2006 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	05/13/2010 10:35:59 AM
Division Approval	sderouss	05/13/2010 10:36:03 AM
Department Approval	sderouss	05/13/2010 10:36:06 AM
Contract Manager Approval	cweil	05/17/2010 09:16:08 AM
Budget Analyst Approval	rhage1	05/21/2010 10:49:05 AM
Team Lead Approval	jteska	05/23/2010 14:45:05 PM
BOE Agenda Approval	jteska	05/23/2010 14:45:09 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10972**Agency Name: **MENTAL HEALTH AND
DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3279-07**Is budget authority
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ACTION AIR CONDITIONERS INC**Contractor Name: **ACTION AIR CONDITIONERS INC**Address: **2002 S HIGHLAND DR**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **null702/384-5500**Vendor No.: **T11326700**NV Business ID: **NV19691000804**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.20 %	Fees	0.00 %
X	Federal Funds	49.80 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Air Conditioning Srv**

5. Purpose of contract:

This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, pump, piping electronics, duct work, valves, belts, bearings, and coils.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: upon invoicing

II. JUSTIFICATION

7. What conditions require that this work be done?

Air Conditioning/Heating units must be operational at all times to maintain a safe, comfortable living environment for people who live on campus and to prevent costly breakdown of units.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have necessary tools or expertise to perform this work.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One of 3 lowest responsible vendors.

d. Last bid date: 01/25/2010 Anticipated re-bid date: 01/24/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY95 - present, Desert Regional Center, satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wkirby	04/26/2010 11:07:15 AM
Division Approval	wkirby	04/26/2010 11:07:20 AM
Department Approval	sderouss	04/28/2010 14:31:34 PM
Contract Manager Approval	dhanse6	04/29/2010 08:58:40 AM
Budget Analyst Approval	rhage1	05/03/2010 11:35:45 AM
Team Lead Approval	jteska	05/23/2010 13:41:15 PM
BOE Agenda Approval	jteska	05/23/2010 13:41:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10973**Agency Name: **MENTAL HEALTH AND
DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3279-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Cal Air Air Conditioning**Contractor Name: **Cal Air Air Conditioning**Address: **5730 Oleta Avenue**City/State/Zip: **Las Vegas, NV 89139**Contact/Phone: **null7023617453**

Vendor No.:

NV Business ID: **NV20101189024**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.20 %	Fees	0.00 %
X	Federal Funds	49.80 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Air Conditioning Srv**

5. Purpose of contract:

This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, pump, piping electronics, duct work, valves, belts, bearings, and coils.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: upon invoicing

II. JUSTIFICATION

7. What conditions require that this work be done?

Air Conditioning/Heating units must be operational at all times to maintain a safe, comfortable living environment for people who live on campus and to prevent costly breakdown of units.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

employees do not have necessary tools or expertise to perform this work.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

1 of 3 lowest responsible vendors.

d. Last bid date: 01/25/2010 Anticipated re-bid date: 01/24/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wkirby	04/26/2010 09:10:10 AM
Division Approval	wkirby	04/26/2010 09:10:15 AM
Department Approval	sderouss	04/28/2010 14:07:00 PM
Contract Manager Approval	dhanse6	04/29/2010 08:58:56 AM
Budget Analyst Approval	rhage1	05/03/2010 11:33:47 AM
Team Lead Approval	jteska	05/23/2010 13:44:08 PM
BOE Agenda Approval	jteska	05/23/2010 13:44:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10971**Agency Name: **MENTAL HEALTH AND
DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3279-07**Is budget authority
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOUTHWEST AIR COND SVCS**Contractor Name: **SOUTHWEST AIR COND SVCS**Address: **3020 S VALLEY VIEW BLVD**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **null702/876-5441**Vendor No.: **PUR0001434**NV Business ID: **NV19721003279**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.20 %	Fees	0.00 %
X	Federal Funds	49.80 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Air Conditioning Srv**

5. Purpose of contract:

This is a new contract to inspect and repair facility air conditioning systems including, but not limited to, compressor, air handler, piping, electronics, duct work, valves, belts, bearings, and coils.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: upon invoicing

II. JUSTIFICATION

7. What conditions require that this work be done?

Air Conditioning/Heating units must be operational at all times to maintain a safe, comfortable living environment for people who live on campus and to prevent costly breakdown of units.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have necessary tools or expertise to perform this work.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One of three lowest responsible vendors.

d. Last bid date: 01/25/2010 Anticipated re-bid date: 01/24/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Desert Regional Center, FY06 - present, satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wkirby	04/26/2010 11:11:31 AM
Division Approval	wkirby	04/26/2010 11:11:35 AM
Department Approval	sderouss	04/28/2010 14:29:49 PM
Contract Manager Approval	dhanse6	04/29/2010 08:58:10 AM
Budget Analyst Approval	rhage1	05/03/2010 11:35:24 AM
Team Lead Approval	jteska	05/23/2010 13:46:18 PM
BOE Agenda Approval	jteska	05/23/2010 13:46:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6506**Amendment Number: **1**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Legal Entity Name: **Easy Rooter**Agency Code: **408**Contractor Name: **Easy Rooter**Appropriation Unit: **3645-07**Address: **PO Box 4246**Is budget authority available?: **Yes**City/State/Zip: **Sparks, NV 89432**

If "No" please explain: Not Applicable

Contact/Phone: **null7753313636**Vendor No.: **T81092524**NV Business ID: **NV19901008172**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract, which provides emergency response services on a 24/7 basis (including weekends and holidays) to clear sewer line blockages and must have heavy duty equipment available. This amendment increases the maximum amount by \$4,000 from \$9,600.00 to \$13,600.00, by adding Northern Nevada Adult Mental health Services (NNAMHS) to this contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,600.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$4,000.00
4.	New maximum contract amount:	\$13,600.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Facility is for the mentally disordered offender. Occasionally clients will intentionally or unintentionally clog the sewer lines. If left unattended, this would result in a serious health hazard issue.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Maintenance staff can and does clean and/or service minor problems. The facility does not have the necessary equipment for severe/major problems.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Not chosen in preference to others. Vendor was the only respondent to bid solicitation that was willing and had the necessary equipment to perform the service. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the SOS's business requirements.

d. Last bid date: 05/01/2009 Anticipated re-bid date: 05/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	04/27/2010 15:56:06 PM
Division Approval	sderouss	04/27/2010 15:56:10 PM
Department Approval	sderouss	04/27/2010 15:56:14 PM
Contract Manager Approval	cweil	05/03/2010 08:56:27 AM
Budget Analyst Approval	rhage1	05/03/2010 11:24:14 AM
Team Lead Approval	jteska	05/23/2010 13:49:22 PM
BOE Agenda Approval	jteska	05/23/2010 13:49:26 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10905**Agency Name: **CHILD AND FAMILY SERVICES
DIVISION**Agency Code: **409**Appropriation Unit: **1383-11**Is budget authority
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity
Name: **CLARK, COUNTY OF**Contractor Name: **CLARK, COUNTY OF**Address: **DEPT OF JUVENILE JUSTICE SVCS
601 N PECOS RD**City/State/Zip: **LAS VEGAS, NV 89101-2408**Contact/Phone: **null702/455-5210**Vendor No.: **T81026920C**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/01/2009**Anticipated BOE meeting date **05/2011**Retroactive? **Yes**

If "Yes", please explain

This retroactive date is necessary so as to not create a lapse of client services. Due to staff reductions and large project deadlines, this contract could not be completed on time. Training has been completed with support staff to ensure completion of contracts in a timely manor in the future.

3. Termination Date: **06/30/2011**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Juvenile Justice**

5. Purpose of contract:

This is a new interlocal agreement to reimburse counties for eligible services including mental health outpatient, day treatment and assessment services for juvenile sex offenders and sexually perpetrating youth.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$142,976.00**

Other basis for payment: \$142,976.00 statewide for all counties.

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislatively mandated to provide mental health services to juveniles.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The money is intended as pass-through money for counties and county providers.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing
Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

All counties have been contracted.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

For the Department of Health and Human Services, Division of Child and Family Services multiple years. The service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	04/02/2010 14:11:55 PM
Division Approval	dkluever	04/02/2010 14:11:58 PM
Department Approval	sderouss	04/29/2010 15:26:45 PM
Contract Manager Approval	rjacob3	05/05/2010 07:40:38 AM
Budget Analyst Approval	nhovden	05/05/2010 11:14:51 AM
Team Lead Approval	jteska	05/23/2010 13:39:24 PM
BOE Agenda Approval	jteska	05/23/2010 13:39:27 PM
BOE Final Approval	Pending	

JIM GIBBONS
Governor

STATE OF NEVADA



MICHAEL J. WILLDEN
Director

DIANE J. COMEAUX
Administrator

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD AND FAMILY SERVICES

4126 Technology Way - 3rd Floor
Carson City, Nevada 89706
(775) 684-4400

MEMORANDUM

March 30, 2010

TO: Andrew Clinger, Director
Department of Administration

FROM: Fernando Serrano, Deputy Administrator
Juvenile Justice

A handwritten signature in dark ink, appearing to read "F. Serrano".

SUBJECT: Retroactive Contract - Clark County Department of Juvenile Justice Services

Enclosed you will find an Intrastate Interlocal Contract between the Department of Health & Human Services, Division of Child & Family Services, and Clark County, Department of Juvenile Justice Services. This contract provides juvenile sex offender outpatient treatment for youth in the custody of the Division pursuant to NRS Chapter 63.

The Division is requesting a retroactive approval date of July 1, 2009. Due to errors with the clerical processing of documents, the contract was unable to be presented to the Clark County Commissioners for contract approval and signature in a timely fashion.

To mitigate this occurrence in the future, the Division will review all contracts six month's prior to termination and determine if the contract will be renewed. If a renewal is warranted, the contract processes, including cost negotiation, will begin immediately. Training will also be afforded to Division staff to assure compliance.

Should you require further information, please contact Dana Howry, Administrative Services Officer II at dhowry@dcfs.nv.us or (775) 684-7945.

Thank you for your consideration of this request.

FS/dh
Encl.

#82

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11000**Agency Name: **CHILD AND FAMILY SERVICES
DIVISION**Agency Code: **409**Appropriation Unit: **3229-07**Is budget authority
available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity
Name: **BERES, GINNIE DBA**Contractor Name: **BERES, GINNIE DBA**Address: **ROADRUNNER JANITORIAL SERVICE
5911 VICKI ANN RD**City/State/Zip: **PAHRUMP, NV 89048**Contact/Phone: **null775/727-4405**Vendor No.: **T29001360**NV Business ID: **NV20081520685**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.50 %	Fees	0.00 %
X	Federal Funds	49.50 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/11/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Janitorial**

5. Purpose of contract:

This is a new contract to provide janitorial services to the Pahrump location.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,712.00**

Payment for services will be made at the rate of \$494.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are needed to ensure the cleanliness, health and safety to staff and clients that work and visit the office.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no positions allocated to perform these duties and no available staff to perform the required duties of a janitor.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor had the lowest bid.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State business requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

For the Department of Health and Human Services, Division of Child and Family Services from July 2006 to July 2010. The service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	04/27/2010 14:17:20 PM
Division Approval	dkluever	04/27/2010 14:17:23 PM
Department Approval	sderouss	05/13/2010 10:10:53 AM
Contract Manager Approval	rjacob3	05/13/2010 15:20:28 PM
Budget Analyst Approval	nhovden	05/14/2010 15:20:13 PM
Team Lead Approval	jteska	05/23/2010 12:25:27 PM
BOE Agenda Approval	jteska	05/23/2010 12:25:30 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11158**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	Pending
Agency Code:	409	Contractor Name:	LOPEZ, EVANGELINA R
Appropriation Unit:	3229-07	Address:	901 G Street PO BOX 193
Is budget authority available?:	Yes	City/State/Zip:	HAWTHORNE, NV 89415
If "No" please explain:	Not Applicable	Contact/Phone:	null775/945-3984
		Vendor No.:	T80904331
		NV Business ID:	Pending

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	50.50 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	X Other funding	49.50 % IV-E

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract to provide janitorial services to the Hawthorne location of Division of Child and Family Services. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,400.00**

Payment for services will be made at the rate of \$300.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are needed to ensure the cleanliness, health and safety to staff and clients that work and visit the office.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no positions allocated to perform these duties and no available staff to perform the required duties of a janitor.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor had the lowest price and met all of our needs.

d. Last bid date: 04/01/2010

Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

For the Department of Health and Human Services, Division of Child and Family Services. From 2006 to current. The service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Pending

15. a. Is the Contractor Name the same as the legal Entity Name?

No

b. If "No", please explain:

Pending

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No

b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No

If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No

b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	05/13/2010 11:49:07 AM
Division Approval	dkluever	05/13/2010 11:49:10 AM
Department Approval	sderouss	05/14/2010 12:15:06 PM
Contract Manager Approval	rjacob3	05/17/2010 09:04:00 AM
Budget Analyst Approval	nhovden	05/17/2010 12:33:43 PM
Team Lead Approval	jteska	05/23/2010 12:30:48 PM
BOE Agenda Approval	jteska	05/23/2010 12:30:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11010**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	CARLSON, N KATHY
Agency Code:	409	Contractor Name:	CARLSON, N KATHY
Appropriation Unit:	3259-04	Address:	PO BOX 1187
Is budget authority available?:	Yes	City/State/Zip	ELKO, NV 89803-1187
If "No" please explain:	Not Applicable	Contact/Phone:	null775/738-6162
		Vendor No.:	T81023187
		NV Business ID:	107027

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Services**

5. Purpose of contract:

This is a new contract to provide haircuts to the youth at Nevada Youth Training Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,080.00**

Payment for services will be made at the rate of \$8.00 per haircut

Other basis for payment: NYTC averages 115 haircuts a month.

II. JUSTIFICATION

7. What conditions require that this work be done?

Youths adjudicated to the Nevada Youth Training Center need 3 to 6 haircuts during their 6 to 12 month stay in order to be properly groomed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No one on our staff is licensed to perform these duties.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The pricing of each haircut was considerably less than the other bids.

d. Last bid date: 04/14/2010 Anticipated re-bid date: 02/21/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	04/27/2010 12:14:41 PM
Division Approval	dkluever	04/27/2010 12:14:45 PM
Department Approval	sderouss	05/13/2010 09:58:26 AM
Contract Manager Approval	rjacob3	05/17/2010 08:56:25 AM
Budget Analyst Approval	nhovden	05/17/2010 11:59:46 AM
Team Lead Approval	jteska	05/23/2010 12:33:26 PM
BOE Agenda Approval	jteska	05/23/2010 12:33:30 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10851**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	GALLOWAY, STEPHEN L
Agency Code:	409	Contractor Name:	GALLOWAY, STEPHEN L
Appropriation Unit:	3259-11	Address:	38 W 5TH ST
Is budget authority available?:	Yes	City/State/Zip	BATTLE MOUNTAIN, NV 89820
If "No" please explain:	Not Applicable	Contact/Phone:	null208/705-7535
		Vendor No.:	T27012102
		NV Business ID:	NV20101277250

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Counseling**

5. Purpose of contract:

This is a new contract to provide psychological consultation and assessment evaluations

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,400.00**

Payment for services will be made at the rate of \$325.00 per assessment

II. JUSTIFICATION

7. What conditions require that this work be done?

The psychiatrist is necessary and is provided for through legislation appropriation to care for the youth

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This skill requires specialized training and expert supervision. There is no state employees in this region qualified to provide this type of assessment.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Multiple contracts are being awarded to those qualified in the assessment and consultation of youth.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

For the Department of Health and Human Services, Division of Child and Family Services June 2007 to June 2009. Service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	04/23/2010 17:05:21 PM
Division Approval	dkluever	04/23/2010 17:05:23 PM
Department Approval	sderouss	04/29/2010 16:50:40 PM
Contract Manager Approval	riacob3	04/30/2010 08:43:39 AM
Budget Analyst Approval	nhovden	05/04/2010 17:35:38 PM
Team Lead Approval	jteska	05/23/2010 13:27:01 PM
BOE Agenda Approval	jteska	05/23/2010 13:27:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11004**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	BHC MONTE VISTA HOSPITAL DBA
Agency Code:	409	Contractor Name:	BHC MONTE VISTA HOSPITAL DBA
Appropriation Unit:	3646-16	Address:	MONTE VISTA HOSPITAL 5900 W ROCHELLE AVE
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89103-3304
If "No" please explain:	Not Applicable		
To what State Fiscal Year(s) will the contract be charged?	2011-2012		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide acute psychiatric care for youth ages 6-18 who meet criteria for acute care and cannot be immediately served at Dessert Willow Treatment Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Payment for services will be made at the rate of \$575.00 per day per child

II. JUSTIFICATION

7. What conditions require that this work be done?

Desert Willow Treatment Center is sometimes unable to meet the demand for their services. Montevista is used as an overflow facility until a bed at DWTC comes available.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Capacity is limited to 20 beds.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is one of two available locations within this area. Both locations will receive a contact.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with the Department of Health and Human Services, Division of Child and Family Services. 2/13/07-present. The services has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	04/23/2010 17:06:20 PM
Division Approval	dkluever	04/23/2010 17:06:23 PM
Department Approval	sderouss	04/29/2010 15:30:12 PM
Contract Manager Approval	rjacob3	04/30/2010 08:37:40 AM
Budget Analyst Approval	nhovden	05/04/2010 17:43:09 PM
Team Lead Approval	jteska	05/23/2010 13:28:00 PM
BOE Agenda Approval	jteska	05/23/2010 13:28:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11091**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: DEHNE, LANCE DBA
Agency Code: 431	Contractor Name: DEHNE, LANCE DBA
Appropriation Unit: 3652-10	Address: ARTINEERING
Is budget authority available?: Yes	960 RIDGEVIEW DR
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89511
	Contact/Phone: Lance Dehne 775/825-0454
	Vendor No.: T27012866
	NV Business ID: NV20101247020

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD 010-011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/06/2010**Contract term: **188 days**4. Type of contract: **Contract**Contract description: **Fire Ponds Design**

5. Purpose of contract:

This is a new contract to provide design documents including all necessary services for the purpose of soliciting construction price quotes for new fire systems water storage tanks. Tanks are to replace existing water storage ponds.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,800.00**

Payment for services will be made at the rate of \$23,800.00 per invoice upon completion

II. JUSTIFICATION

7. What conditions require that this work be done?

The existing fire ponds are very maintenance intensive and are very unreliable. With life-safety in mind, these ponds need to be redesigned.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Agency personnel do not possess the skills necessary to provide these types of professional services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Vendor's qualifications meet project requirements.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State Public Works Board has used this vendor since FY 06 and their services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	05/05/2010 10:51:10 AM
Division Approval	criley	05/05/2010 10:51:15 AM
Department Approval	criley	05/05/2010 10:51:19 AM
Contract Manager Approval	criley	05/05/2010 10:51:22 AM
Budget Analyst Approval	jborrowm	05/10/2010 14:18:49 PM
Team Lead Approval	jteska	05/20/2010 17:25:42 PM
BOE Agenda Approval	jteska	05/20/2010 17:25:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11085**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.
Agency Code: 440	Contractor Name: AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.
Appropriation Unit: 3706-50	Address: 1830 E SAHARA AVE STE 111
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89104
If "No" please explain: Not Applicable	Contact/Phone: Kathie Pittman 702.347.5835
	Vendor No.: T81020300A
	NV Business ID: NV1970100110

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Third Party Admin.**

5. Purpose of contract:

This is a new contract to provide third party administration (TPA) services to manage the payment of medical and dental claims to providers not employed by the Department of Corrections.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$815,700.00**

Other basis for payment: FY11 - \$2.43 per inmate, per month. FY12 - \$2.50 per inmate, per month.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Corrections (NDOC) provides federally mandated medical care to incarcerated individuals within the correctional system. NDOC requires third party administration services to manage the payment of claims to the medical providers not employed by the Department.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the personnel, expertise and/or equipment necessary. No other State agency provides these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on the pre-determined evaluation criteria and weights.

d. Last bid date: 02/06/2010

Anticipated re-bid date: 02/06/2014

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY07 - current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	05/05/2010 14:35:36 PM
Division Approval	bfarris	05/05/2010 14:35:40 PM
Department Approval	dreed	05/05/2010 16:10:00 PM
Contract Manager Approval	cphenix	05/06/2010 07:27:45 AM
Budget Analyst Approval	sbrown	05/10/2010 12:19:49 PM
Team Lead Approval	cwatson	05/12/2010 09:34:21 AM
BOE Agenda Approval	cwatson	05/12/2010 09:34:26 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11015**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3706-04**Is budget authority available?: **No**

If "No" please explain: A work program will be done if needed.

Legal Entity Name: **CHARDONNAY DIALYSIS, INC.**Contractor Name: **CHARDONNAY DIALYSIS, INC.**Address: **807 W FAIRCHILD**City/State/Zip: **DANVILLE, IL 61832-3708**Contact/Phone: **Mike Harmon 217/477-1490**Vendor No.: **T81009401**NV Business ID: **NV19951062552**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Dialysis Treatments**

5. Purpose of contract:

This is a new contract to provide Hemodialysis treatments for inmates at the Northern Nevada Correctional Center (NNCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,119,456.00**

Payment for services will be made at the rate of \$299.00 per Inmate Dialysis

Other basis for payment: \$100.00 Per each attempted/aborted inmate dialysis treatment

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Corrections is required by Statute to provide medical care to incarcerated inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the expertise and/or equipment necessary.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on the predetermined evaluation criteria and weights.

d. Last bid date: 02/23/2010 Anticipated re-bid date: 02/23/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY02 - current; Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	05/05/2010 14:34:19 PM
Division Approval	bfarris	05/05/2010 14:35:03 PM
Department Approval	dreed	05/05/2010 16:18:33 PM
Contract Manager Approval	cphenix	05/06/2010 08:22:56 AM
Budget Analyst Approval	sbrown	05/10/2010 14:42:32 PM
Team Lead Approval	cwatson	05/12/2010 09:53:25 AM
BOE Agenda Approval	cwatson	05/12/2010 09:53:29 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11043**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Physician's Managed Care (PMC)
Agency Code: 440	Contractor Name: Physician's Managed Care (PMC)
Appropriation Unit: 3706-04	Address: 212 West Ann Street
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89703
If "No" please explain: Not Applicable	Contact/Phone: Leonard Hamer 775-885-2211
	Vendor No.:
	NV Business ID: T81092683
To what State Fiscal Year(s) will the contract be charged?	2011-2014

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Specialty Clinics**

5. Purpose of contract:

This is a new contract to identify physicians and other specialty providers for the purpose of establishing, coordinating and maintaining on-site specialty clinics for inmate care at the following correctional facilities: Nevada State Prison (NSP), Northern Nevada Correctional Center (NNCC), and Warm Springs Correctional Center (WSCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$76,800.00**

Payment for services will be made at the rate of \$200.00 per Clinic

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of incarcerated inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not currently have enough qualified personnel and/ or the equipment necessary to perform these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Physican's Managed Care was the only vendor who responded to Solicitation #201004.

d. Last bid date: 04/05/2010 Anticipated re-bid date: 04/04/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY07-Current, NDOC. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	04/30/2010 11:45:02 AM
Division Approval	bfarris	04/30/2010 11:45:17 AM
Department Approval	dreed	05/05/2010 11:33:51 AM
Contract Manager Approval	cphenix	05/06/2010 09:08:57 AM
Budget Analyst Approval	sbrown	05/10/2010 08:58:26 AM
Team Lead Approval	cwatson	05/13/2010 13:18:54 PM
BOE Agenda Approval	cwatson	05/13/2010 13:18:58 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11044**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3706-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Renown Regional Medical Center**Contractor Name: **Renown Regional Medical Center**Address: **1155 Mill St. Z7**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Kirk Gillis 775-982-6056**

Vendor No.:

NV Business ID: **T41975000**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **EKG Machines**

5. Purpose of contract:

This is a new contract to provide EKG machines, installation, in-service training, starter supply kits, maintenance and will interpret EKG readings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$129,360.00**

Other basis for payment: Upon submission of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Medical division needs to have diagnostic equipment such as EKG machines to meet the health needs of inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC does not have the equipment to perform these services, and does not have the specialized cardiologists on staff to do over reads on abnormal readings.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on the pre-determined evaluation criteria and weights.

d. Last bid date: 04/08/2010 Anticipated re-bid date: 04/08/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Renown Regional Medical Center currently provides services to multiple departments for the State of Nevada as well as counties and or political subdivisions. - Verified satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	05/03/2010 09:10:29 AM
Division Approval	bfarris	05/03/2010 09:10:37 AM
Department Approval	dreed	05/04/2010 13:19:03 PM
Contract Manager Approval	cphenix	05/11/2010 16:30:02 PM
Budget Analyst Approval	sbrown	05/12/2010 13:10:30 PM
Team Lead Approval	cwatson	05/14/2010 09:52:33 AM
BOE Agenda Approval	cwatson	05/14/2010 09:52:38 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5770**Amendment Number: **1**Legal Entity Name: **Arrow Vending**Agency Name: **DEPARTMENT OF CORRECTIONS**Contractor Name: **Arrow Vending**Agency Code: **440**Address: **4950 Aberfeldy Road**Appropriation Unit: **3708-00**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89519**If "No" please explain: **Not Applicable**Contact/Phone: **null7757501660**Vendor No.: **R000000**NV Business ID: **NV19981267382**To what State Fiscal Year(s) will the contract be charged? **2008-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue

Agency Reference #: **7123**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **4 years and 21 days**4. Type of contract: **Revenue Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides vending machine services to correctional facilities located in Northern Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum revenue anticipated from \$125,000 to \$233,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$125,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$108,000.00
4. New maximum contract amount:	\$233,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract that provides funding for the Offender's Store Fund.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have the staff available and/or equipment necessary to provide vending machine services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Arrow Vending had the highest scores based on pre-determined evaluation criteria and weights.

d. Last bid date: 03/24/2008 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY09 - current; Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	04/20/2010 09:42:15 AM
Division Approval	bfarris	04/21/2010 08:08:04 AM
Department Approval	dreed	04/21/2010 13:13:49 PM
Contract Manager Approval	cphenix	05/05/2010 12:27:01 PM
Budget Analyst Approval	sbrown	05/13/2010 13:56:06 PM
Team Lead Approval	cwatson	05/14/2010 08:21:51 AM
BOE Agenda Approval	cwatson	05/14/2010 08:21:55 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11051**

Agency Name:	DEPARTMENT OF CORRECTIONS	Legal Entity Name:	Brandway, Inc. dba Horizon Canteen of So. Nevada
Agency Code:	440	Contractor Name:	Brandway, Inc. dba Horizon Canteen of So. Nevada
Appropriation Unit:	3708-00	Address:	4285 Wagon Trail
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89118
If "No" please explain:	Not Applicable	Contact/Phone:	Justin Katz 702-597-9999
		Vendor No.:	
		NV Business ID:	NV19971123367

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % N/A Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **Vending Machine Svc.**

5. Purpose of contract:

This is a new contract to provide vending machine services for the following correctional facilities located in Southern Nevada: Casa Grande Traditional Housing, Florence McClure Womens Correctional Center, High Desert State Prison, Three Lakes Valley Conservation Camp, Jean Conservation Camp, Pioche Conservation Camp, Southern Desert Correctional Center, Ely Conservation Camp, and Ely State Prison. This contract is expected to bring in an estimated revenue of \$148,000, per fiscal year, for a total of \$296,000.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$296,000.00**

Other basis for payment: Commission to be paid: 35% paid on snacks, beverages, and hot beverages. 20% paid on refrigerated / fresh food items . 30% paid on Frozen foods / Ice cream

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide revenue for the offenders store fund through vending machines.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC does not have the personnel and/or equipment to provide vending machine services. There is no other State agency that provides this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on the pre-determined criteria and weights.

d. Last bid date: 03/10/2010 Anticipated re-bid date: 03/12/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY08 - current; Nevada Department of Corrections. Services are currently satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	05/04/2010 13:00:29 PM
Division Approval	bfarris	05/04/2010 15:31:29 PM
Department Approval	dreed	05/05/2010 11:58:40 AM
Contract Manager Approval	cphenix	05/06/2010 08:37:09 AM
Budget Analyst Approval	sbrown	05/11/2010 09:02:19 AM
Team Lead Approval	cwatson	05/12/2010 09:27:16 AM
BOE Agenda Approval	cwatson	05/12/2010 09:27:21 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5834**Amendment Number: **1**Agency Name: **DEPARTMENT OF CORRECTIONS**Legal Entity Name: **Western Exterminator Company**Agency Code: **440**Contractor Name: **Western Exterminator Company**Appropriation Unit: **3751-09**Address: **2943 E. Alexander**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89030**If "No" please explain: **Not Applicable**Contact/Phone: **null702-643-0559**Vendor No.: **PUR0000491**NV Business ID: **PUR0000491**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **7144**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/16/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **3 years and 258 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides regularly scheduled pest control services to Ely Conservation Camp (ECC) and Ely State Prison(ESP). This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount of the contract from \$5,075 to \$10,018.75.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,075.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$4,943.75
4. New maximum contract amount:	\$10,018.75
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOC does not have the staff or expertise and or equipment necessary to provide pest control services. No other state agency offers these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They were the lowest most responsible bidder.

d. Last bid date: 07/23/2008 Anticipated re-bid date: 07/23/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY09-Current , NDOC . Verified Satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssergent	05/03/2010 16:32:02 PM
Division Approval	bfarris	05/03/2010 16:58:21 PM
Department Approval	dreed	05/04/2010 12:58:36 PM
Contract Manager Approval	cphenix	05/06/2010 08:51:25 AM
Budget Analyst Approval	sbrown	05/10/2010 10:10:37 AM
Team Lead Approval	cwatson	05/14/2010 09:22:38 AM
BOE Agenda Approval	cwatson	05/14/2010 09:22:45 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11041**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: A1 National Fire Company Co.
Agency Code: 440	Contractor Name: A1 National Fire Company Co.
Appropriation Unit: 3761-09	Address: All American Fire
Is budget authority available?: Yes	4830 W. University Ave.
If "No" please explain: Not Applicable	City/State/Zip: Las Vegas, NV 89103
	Contact/Phone: Mervyn Loughmiller 702-320-3473
	Vendor No.:
	NV Business ID: PUR0004609

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Backflow Testing**

5. Purpose of contract:

This is a new contract to provide annual backflow testing and certification at Casa Grande Traditional Housing (CGTH), Florence McClure Women's Correctional Center (FMWCC), High Desert State Prison (HDSP), Jean Conservation Camp (JCC), and Southern Nevada Correctional Center (SNCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,050.00**

Other basis for payment: Upon completion and submission of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Backflow testing and certification is a requirement that we must follow.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have the qualifications to do the testing and we do not have the required licenses from the American Water Works Association (AWWA).9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest most responsible bidder.

d. Last bid date: 03/13/2010 Anticipated re-bid date: 03/04/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbretche	04/29/2010 15:56:13 PM
Division Approval	bfarris	05/04/2010 09:05:46 AM
Department Approval	dreed	05/04/2010 12:39:52 PM
Contract Manager Approval	cphenix	05/06/2010 09:35:42 AM
Budget Analyst Approval	sbrown	05/10/2010 09:14:13 AM
Team Lead Approval	cwatson	05/14/2010 08:26:56 AM
BOE Agenda Approval	cwatson	05/14/2010 08:27:00 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5691**Amendment Number: **1**Agency Name: **DEPARTMENT OF CORRECTIONS**Legal Entity Name: **WW Williams Southwest, Inc.**Agency Code: **440**Contractor Name: **WW Williams Southwest, Inc.**Appropriation Unit: **3762-09**Address: **2602 South 19th Avenue**Is budget authority available?: **Yes**City/State/Zip: **Phoenix, AZ 85009**If "No" please explain: **Not Applicable**Contact/Phone: **Tim Langston 602.257.0561**Vendor No.: **T81104554**NV Business ID: **NV19931048340**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **7133**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/31/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **3 years and 335 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract which provides preventative maintenance to the generators at High Desert State Prison (HDSP). This amendment increases the maximum amount of the contract from \$21,740 to \$41,598 and extends the termination date from June 30, 2010 to June 30, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$21,740.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$19,858.00
4. New maximum contract amount:	\$41,598.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have qualified personnel and/or the equipment necessary. No other State agency offers these services.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The were the lowest respondent to Solicitation 200708.

d. Last bid date: 11/14/2007 Anticipated re-bid date: 11/14/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY03 to current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	katkinso	05/03/2010 15:56:33 PM
Division Approval	bfarris	05/03/2010 16:06:06 PM
Department Approval	dreed	05/04/2010 13:05:15 PM
Contract Manager Approval	cphenix	05/06/2010 09:19:53 AM
Budget Analyst Approval	sbrown	05/10/2010 11:41:08 AM
Team Lead Approval	cwatson	05/14/2010 09:16:54 AM
BOE Agenda Approval	cwatson	05/14/2010 09:16:58 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11013**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3763-55**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BURNS FUNERAL HOME, INC.**Contractor Name: **BURNS FUNERAL HOME, INC.**Address: **PO BOX 689**City/State/Zip: **ELKO, NV 89803-0689**Contact/Phone: **Scott Burns 775/738-5111**Vendor No.: **T81002373**NV Business ID: **NV19591000023**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Inmate Welfare Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Inmate Cremation Svc**

5. Purpose of contract:

This is a new contract to provide inmate cremation services for correctional facilities located in the eastern region of the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,168.03**

Other basis for payment: Upon submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Public health and Nevada Statutes require proper disposition of deceased individuals.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the qualified personnel and/or equipment necessary. No other State agency offers these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Burns Funeral Home was the only respondent to Solicitation 201002; however, they have provided satisfactory service to the Department for the last 8 years.

d. Last bid date: 03/08/2010 Anticipated re-bid date: 03/08/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY02 - current; Nevada Department of Corrections. Service has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	05/05/2010 14:58:58 PM
Division Approval	bfarris	05/05/2010 15:18:39 PM
Department Approval	dreed	05/05/2010 16:26:20 PM
Contract Manager Approval	cphenix	05/06/2010 07:20:42 AM
Budget Analyst Approval	sbrown	05/10/2010 11:02:49 AM
Team Lead Approval	cwatson	05/14/2010 09:20:08 AM
BOE Agenda Approval	cwatson	05/14/2010 09:20:12 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11126**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Friendship Cable of Texas, Inc. dba Correctional Cable
Agency Code: 440	Contractor Name: Friendship Cable of Texas, Inc. dba Correctional Cable
Appropriation Unit: 3763-58	Address: 6151 Paluxy Drive
Is budget authority available?: Yes	City/State/Zip: Tyler , TX 75703
If "No" please explain: Not Applicable	Contact/Phone: Dianne Huffstickler 800-477-5219
	Vendor No.:
	NV Business ID: NV20031258309

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Inmate Welfare Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Satellite TV Svc**

5. Purpose of contract:

This is a new contract to provide incarcerated offenders throughout the Nevada Department of Corrections with satellite television services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,009,316.10**

Other basis for payment: Monthly, by the 10th day of the current month.

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary to provide adequate television service availability for offenders within the Department of Corrections for both entertainment and educational viewing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the staff, technical expertise and/or equipment necessary. No other State agency offers these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on pre-determined weights and criteria.

d. Last bid date: 02/05/2010 Anticipated re-bid date: 02/05/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	05/11/2010 10:54:31 AM
Division Approval	dreed	05/11/2010 11:32:52 AM
Department Approval	dreed	05/11/2010 11:32:58 AM
Contract Manager Approval	drosenbe	05/11/2010 12:59:29 PM
Budget Analyst Approval	sbrown	05/12/2010 11:53:22 AM
Team Lead Approval	cwatson	05/14/2010 09:57:02 AM
BOE Agenda Approval	cwatson	05/14/2010 09:57:06 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11138**Amendment
Number: **2**Agency Name: **COMMISSION ON MINERAL
RESOURCE**Legal Entity
Name: **Environmental Protection Services**Agency Code: **500**Contractor Name: **Environmental Protection Services**Appropriation Unit: **4219-39**Address: **PO Box 21025**Is budget authority
available?: **Yes**City/State/Zip **Carson City, NV 89721**If "No" please explain: **Not Applicable**Contact/Phone: **null775-220-6687**Vendor No.: **T27022506**NV Business ID: **NV20101332284**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Application Fees, Dangerous Mine Fees, ALM Securing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **500**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **11/10/2010**Contract term: **1 year and 7 days**4. Type of contract: **Contract**Contract description: **revisit abandoned mi**

5. Purpose of contract:

This is an amendment to the original contract, which provides visitation to previously fenced abandoned mines, assess fence condition and repair if necessary. This amendment changes the termination date from November 10, 2010 to June 8, 2011 and increases the maximum amount from \$60,000 to \$110,000 due to more sites identified.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$30,000.00
2. Total amount of any previous contract amendments:	\$30,000.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$110,000.00
and/or the termination date of the original contract has changed to:	06/08/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 513 requires the discovery and securing of dangerous conditions resulting from practises which took place at mines that are no longer operating. This work will insure the mines remain secure.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOM employees do not have the time. Employees of other state agencies do not have the knowledge.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? No
 a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor submitted the only bid, which was acceptable.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

- b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

- c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

- d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Division of Minerals beginning in May 2009 to present. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddriesne	05/11/2010 09:49:54 AM
Division Approval	ddriesne	05/11/2010 09:49:57 AM
Department Approval	ddriesne	05/11/2010 09:50:00 AM
Contract Manager Approval	ddriesne	05/11/2010 09:50:04 AM
Budget Analyst Approval	kkolbe	05/11/2010 14:20:52 PM
Team Lead Approval	jmurph1	05/13/2010 08:44:12 AM
BOE Agenda Approval	jmurph1	05/13/2010 08:44:38 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10146**Amendment Number: **3**Agency Name: **COMMISSION ON MINERAL RESOURCE**Legal Entity Name: **GEOTEMPS, INC.**Agency Code: **500**Contractor Name: **GEOTEMPS, INC.**Appropriation Unit: **4219-39**Address: **970 Caughlin Crossing, #102**Is budget authority available?: **Yes****PO BOX 11532**City/State/Zip: **RENO, NV 89510-1532**

If "No" please explain: Not Applicable

Contact/Phone: **null775/746-7146**Vendor No.: **T81107798**NV Business ID: **NV19861016214**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **05/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **1 year and 60 days**4. Type of contract: **Contract**Contract description: **Geotemps**

5. Purpose of contract:

This is an amendment to the original contract, which provides courthouse research, discovery and securing of abandoned mines. This amendment increases the maximum amount from \$75,000 to \$125,000 in an attempt to discover and secure additional abandoned mines.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$65,001.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$125,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 513 requires the discovery, and securing and determination of ownership of dangerous conditions resulting from mining practices which took place at mines that are no longer operating.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NDOM employees do not have the time. Other state employees do not have the expertise.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Geotemps is only vendor that submitted a proposal.

d. Last bid date: 10/29/2009 Anticipated re-bid date: 05/02/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has provided work for the Division of Minerals at various times and has been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddriesne	05/07/2010 08:15:15 AM
Division Approval	ddriesne	05/07/2010 08:15:20 AM
Department Approval	ddriesne	05/07/2010 08:15:24 AM
Contract Manager Approval	ddriesne	05/07/2010 08:15:28 AM
Budget Analyst Approval	kkolbe	05/07/2010 09:13:43 AM
Team Lead Approval	jmurph1	05/13/2010 08:48:44 AM
BOE Agenda Approval	jmurph1	05/13/2010 08:48:50 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11101**

Agency Name: PUBLIC UTILITIES COMMISSION	Legal Entity Name: RADIGAN, FRANK W DBA
Agency Code: 580	Contractor Name: RADIGAN, FRANK W DBA
Appropriation Unit: 3920-09	Address: HUDSON RIVER ENERGY GROUP
Is budget authority available?: Yes	237 SCHOOLHOUSE RD
If "No" please explain: Not Applicable	City/State/Zip: ALBANY, NY 12203-5957
	Contact/Phone: null518/452-2585
	Vendor No.: T27007301
	NV Business ID: In Process

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Fund 224, Regulatory Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/09/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2010**Contract term: **205 days**4. Type of contract: **Contract**Contract description: **Depreciation Expert**

5. Purpose of contract:

This is a new contract to perform a complete review and analysis of Sierra Pacific Power Company's ("SPPC") depreciation study for both electric and gas operations, which are scheduled to be filed on or about June 1, 2010. The work to be performed includes determining the reasonableness of (a) remaining life, both physical and economic, (b) net salvage value, and (c) depreciation rates. The Contractor will provide written recommendations regarding the acceptability of SPPC's proposals, and will also prepare and deliver testimony as an expert witness in Carson City. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,000.00**

Payment for services will be made at the rate of \$175.00 per hour

Other basis for payment: Travel expenses at State approved GSA rates are reimbursable as well as other expenses incurred such as copying, telecopying, long distance telephone, express mailing, postage, etc., as billed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Sierra Pacific Power Company ("SPPC") is expected to file its electric and gas depreciation case on or about June 1, 2010. The Commission's Regulatory Operations Staff ("Staff") is responsible for conducting analyses of depreciation studies submitted by jurisdictional utilities, presenting the results of these analyses to the Commission, and offering the Commission detailed recommendations. The Commission usually requires testimony to be filed 3 to 4 months after a case has been filed; therefore it is important to begin work by June 9, 2010.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Depreciation studies and their use in establishing depreciation rates tend to be influenced by a relatively abstruse system of rules and practices. The expertise required to provide the Commission with clear and useful information regarding depreciation rates is relatively focused. Although the Staff is currently working towards developing individuals with these skills, Staff does not currently have the experience/expertise needed to fully evaluate a major electric utility depreciation study.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NAC 333.150(2)(b)

Hudson River Energy Group was selected based on their depreciation experience and historical knowledge of SPPC's previously filed depreciation cases, price, and the timeliness in which they could begin working on this Docket.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Public Utilities Commission of Nevada: In 2003/2004, 2005/2006 and 2006/2007; the quality of service provided has been verified as satisfactory.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other unknown

Application Pending - Contractor has initiated an application with the Secretary of State's Office for a Nevada State Business License; and is anticipated to be in good standing.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldunn	05/06/2010 11:18:33 AM
Division Approval	ldunn	05/06/2010 11:18:37 AM
Department Approval	dskau	05/06/2010 11:27:06 AM
Contract Manager Approval	ldunn	05/06/2010 11:36:14 AM
Budget Analyst Approval	rhage1	05/07/2010 14:21:43 PM
Team Lead Approval	jteska	05/23/2010 13:23:43 PM
BOE Agenda Approval	jteska	05/23/2010 13:23:47 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11122**Agency Name: **GAMING CONTROL BOARD**Agency Code: **610**Appropriation Unit: **4063-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: International Risk

Contractor Name: **International Risk**Address: **1009-18 Shui On Centre****6-8 Harbour Road**City/State/Zip: **Hong Kong, CH 1009-18**

Contact/Phone: null+85225015233

Vendor No.:

NV Business ID: **PENDING**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % GCB Investigative Fund (applicant paid)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Speciality services**

5. Purpose of contract:

This is a new contract to assist the Gaming Control Board with the investigative process in foreign countries. Assistance will be in the form of public records access and reviews; native language newspaper and magazine reviews of articles relating to investigative subjects; translation of documents into English, interpreting; and related assignments.

THE STATE BUSINESS LICENSE REQUIREMENT FOR THIS VENDOR IS PENDING LEGAL GUIDANCE FROM THE SECRETARY OF STATE.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Project specific fixed fee, or \$80-\$300 per hour, depending on level of service.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board must conduct thorough investigations of foreign-based applicants. Difficulty in performing research in large, foreign records facilities characterized by poor indices mandates use of outside contractors to perform some of this work.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

On-site appearances at records locations or contractual relationships with data providers are required. In many cases, it is not economically feasible for gaming agents alone to physically search all available databases.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor provides a unique combination of investigative support services and products.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has provided services to the Nevada State Gaming Control Board since March 22, 2006. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

As the vendor is a Hong Kong, China entity, it is not currently registered with the Secretary of State.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingla	05/06/2010 16:34:43 PM
Division Approval	jkingla	05/06/2010 16:34:46 PM
Department Approval	jkingla	05/06/2010 16:34:49 PM
Contract Manager Approval	jkingla	05/06/2010 16:34:53 PM
Budget Analyst Approval	knielsen	05/13/2010 13:40:56 PM
Team Lead Approval	cwatson	05/14/2010 09:39:30 AM
BOE Agenda Approval	cwatson	05/14/2010 09:39:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV3470**Amendment Number: **1**Legal Entity Name: **CLARK COUNTY - IT DEPARTMENT**Agency Name: **DEPARTMENT OF PUBLIC SAFETY**Contractor Name: **CLARK COUNTY - IT DEPARTMENT**Agency Code: **650**Address: **500 S GRAND CENTRAL PKWY**Appropriation Unit: **3740-26****FOURTH FLOOR, STE 4016**Is budget authority available?: **Yes**City/State/Zip: **LAS VEGAS, NV 89155-1220**

If "No" please explain: Not Applicable

Contact/Phone: **Al Conant - Information Technology
702/455-0030**Vendor No.: **T81026920X**NV Business ID: **Exempt**To what State Fiscal Year(s) will the contract be charged? **2007-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/13/2006**Anticipated BOE meeting date **07/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **7 years and 230 days**4. Type of contract: **Interlocal Agreement**Contract description: **Communications and Media Related Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides the Department of Public Safety, Division of Parole and Probation access to the Las Vegas Metropolitan Police Department Shared Computer Operations for Protection and Enforcement (SCOPE). This amendment is to extend the termination date until June 30, 2014 and increase the maximum amount of the contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$20,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$20,000.00
4.	New maximum contract amount:	\$40,000.00
	and/or the termination date of the original contract has changed to:	06/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

In the course of their public safety duties the Division of Parole and Probation accesses criminal history information contained in the Las Vegas Metropolitan Police Department SCOPE (criminal history database) system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Clark County data is managed through employees of Clark County, not the State of Nevada.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This interlocal contract is for the purpose of accessing Clark County criminal history information and is not of a competitive nature. Clark County is a governmental agency.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Clark County is a county government within the State of Nevada.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Clark County has been the provider of this service to the Division of Parole and Probation for many years. The service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rgimlin	02/23/2010 14:47:02 PM
Division Approval	jdibasil	05/24/2010 09:31:09 AM
Department Approval	mteska	05/24/2010 10:11:02 AM
Contract Manager Approval	kdaly	05/24/2010 10:14:03 AM
Budget Analyst Approval	jstrandb	05/28/2010 10:57:05 AM
Team Lead Approval	jmurph1	06/01/2010 10:10:30 AM
BOE Agenda Approval	jmurph1	06/01/2010 10:10:41 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11066**Agency Name: **DEPARTMENT OF PUBLIC SAFETY**Agency Code: **650**Appropriation Unit: **4703-31**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **AWAXX Systems, Inc.**Contractor Name: **AWAXX Systems, Inc.**Address: **1105 Terminal Way, Suite 202**City/State/Zip: **Reno, NV 89502**Contact/Phone: **null775-322-5390**Vendor No.: **PUR0003585**NV Business ID: **NV20011244433**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Forfeitures

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2010**Contract term: **91 days**4. Type of contract: **Contract**Contract description: **Security Access**

5. Purpose of contract:

This is a new contract to upgrade the existing access control system to include the installation of five additional readers within the interior of the Department of Public Safety, Headquarters, 555 Wright Way, Carson City, NV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,650.00**Other basis for payment: **Payment in full upon receipt of invoice.****II. JUSTIFICATION**

7. What conditions require that this work be done?

A review of the key card system for the Department of Public Safety (DPS) Headquarters facility in Carson City was initiated by the DPS Director's Office and resulted in security concerns.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This expertise is not found within other state agencies.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)****Approval #: 100405****Approval Date: 04/06/2010**

c. Why was this contractor chosen in preference to other?

All existing security readers in the building were installed by this vendor and operate on this vendor's software applications.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contracts with the Governor's Mansion and Building and Grounds. Previously contracted by DMV in 2004 for installation of the existing security system for which we are pursuing updating with the contract herein. The quality of service in each instance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sbruegge	05/04/2010 10:33:08 AM
Division Approval	sbruegge	05/04/2010 10:33:13 AM
Department Approval	mteska	05/04/2010 11:43:42 AM
Contract Manager Approval	kdaly	05/04/2010 11:50:33 AM
Budget Analyst Approval	jstrandb	05/05/2010 17:33:31 PM
Team Lead Approval	jmurph1	05/14/2010 10:00:08 AM
BOE Agenda Approval	jmurph1	05/14/2010 10:00:14 AM
BOE Final Approval	Pending	

ATTACHMENT DD
SOLICITATION WAIVER REQUEST



JIM GIBBONS
Gov. elect

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100405

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Department of Public Safety, Vicki Nowling, Contracts Manager. 775-684-4519, vnowling@dps.state.nv.us**
b. Vendor contact information: **Awaxx Systems, Inc., Rick Colier, 775-322-5390.**
c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
The proposed vendor will provide installation of five additional security card reader upgrades to the existing access control system.
3. Describe the unique qualification required for the service or good to be purchased:
All existing card readers in the building were installed by this vendor and operate on that vendor's software applications. Another company will be interested in installing their own equipment, which may not be compatible with the existing system/software, thereby, resulting in an unnecessary cost to the State. The existing security access system is shared with DMV. A recent request for services to the same system to service a malfunctioning door card reader by another vendor resulted in the destruction of two control boards and 15 lbs. of unnecessary wiring. The doors locked when they should have unlocked and visa-versa. Employees were locked in during a fire drill. The additional cost to DMV was \$3,000 per control board to repair the work performed by another vendor.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
It would be cost prohibitive to the State to change to another vendor. Since the current equipment was installed by AWAXX there could be compatibility issues with new or additional equipment installed by another vendor. A change in vendors could require installation of new or additional equipment, resulting in a large expense to the State.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
There would be a financial burden placed against the agency with the potential of prohibiting procurement.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
Because the current system was installed by AWAXX, other security companies were not consulted. Modifications or replacement of current equipment and software to the existing system could potentially cause a great financial burden on the State.

#105

ATTACHMENT DD
SOLITATION WAIVER REQUEST

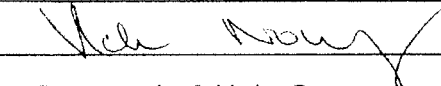
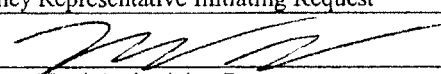
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
The price is fair and reasonable because the current equipment was installed by AWAXX. Therefore there would be no need to install all new equipment, resulting in a cost savings to the State.
8. What is the estimated value and length of the contract, amendment or request?
The estimated value of the contract is \$13,650.00. The contract will run 3 months. Installation could be completed within one week, but consideration in the length of the contract is given due to unforeseen consequences, i.e. date of BOE approval, availability of the vendor, etc.
- a. New contract Y ☒ N ☐
- b. Amendment Y ☐ N ☒ Amendment No. _____
{provide copy of previous waiver(s)}

_____ hereby requests approval for _____
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		4/1/10
	Agency Representative Initiating Request	Date
X		4/1/10
	Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	N/A	
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information

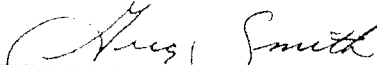
#105

ATTACHMENT DD
SOLITATION WAIVER REQUEST

fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	4-6-10
Administrator, Purchasing Division	Date

#105

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5784**Amendment Number: **3**Legal Entity Name: **DONN YARNALL**Agency Name: **DEPARTMENT OF PUBLIC SAFETY**Contractor Name: **DONN YARNALL**Agency Code: **650**Address: **840 SOUTH RANCHO DRIVE #309**Appropriation Unit: **4705-10**Is budget authority available?: **No**City/State/Zip: **LAS VEGAS, NV 89106**

If "No" please explain: Contingent upon IFC approval of work program C17726 (June IFC).

Contact/Phone: **null7024912732**Vendor No.: **T27020600**NV Business ID: **NV20101299448**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Forfeiture funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **2 years and 114 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which continues the implementation of a canine program for the Department of Public Safety, including the training of officers and assistance in the procurement of canines. This amendment extends the termination date from June 30, 2010 to December 31, 2010 and increases the maximum amount from \$251,532 to \$308,212.00.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$149,940.00
2. Total amount of any previous contract amendments:	\$101,592.00
3. Amount of current contract amendment:	\$56,680.00
4. New maximum contract amount:	\$308,212.00
and/or the termination date of the original contract has changed to:	12/31/2010

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Public Safety has a need for canine resources to help in various investigations throughout the State.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Public Safety does not have staff with the expertise or resources to provide this service.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Solicitations to submit proposals were sent to Donn Yarnall, Texacoma K-9 Training Center, Enforcement Canine, Inc., and AKAL Security. Donn Yarnall was the only vendor to submit a proposal, and he is qualified to perform this service.

d. Last bid date: 07/01/2008 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is an amendment to an existing contract with the Department of Public Safety and Mr. Yarnall currently is the contract holder for this service. His work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mteska	05/04/2010 16:07:06 PM
Division Approval	mteska	05/04/2010 16:11:08 PM
Department Approval	mteska	05/04/2010 16:11:11 PM
Contract Manager Approval	mteska	05/04/2010 16:14:19 PM
Budget Analyst Approval	jstrandb	05/07/2010 12:25:27 PM
Team Lead Approval	jmurph1	05/14/2010 10:20:35 AM
BOE Agenda Approval	jmurph1	05/14/2010 10:20:40 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV3568**Amendment Number: **1**Legal Entity Name: **Western Identification Network**Agency Name: **DEPARTMENT OF PUBLIC SAFETY**Agency Code: **650**Contractor Name: **Western Identification Network, Inc.**Appropriation Unit: **4709-14**Address: **9845 Horn Road, Suite 200
Sacramento, CA 95827**Is budget authority available?: **Yes**City/State/Zip: **Sacramento, CA 95827**If "No" please explain: **Not Applicable**Contact/Phone: **null9163693946**Vendor No.: **T80960806**NV Business ID: **NV19881016683**To what State Fiscal Year(s) will the contract be charged? **2007-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Fingerprint fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/18/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **7 years and 164 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides database maintenance services and will continue Nevada's participation in the WIN - AFIS (Western Identification Network-Automated Fingerprint Identification System). This amendment extends the termination date from June 30, 2010 to June 30, 2014 and increases the maximum amount from \$2,665,370 to \$5,709,530 due to the additional months of service.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,665,370.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$3,044,160.00
4. New maximum contract amount:	\$5,709,530.00
and/or the termination date of the original contract has changed to:	06/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

The DPS Records & Technology Division is charged with maintaining the fingerprint database for the State of Nevada. This amendment will continue that database maintenance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work is performed by an 8 state proprietary system which the State of Nevada does not have the expertise to complete on its own.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100308A

Approval Date: 03/05/2010

c. Why was this contractor chosen in preference to other?

This is the only vendor providing this service to all members of the group.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Since 2007 - The Records & Technology Division finds the service satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	lyoun7	04/01/2010 08:10:59 AM
Division Approval	mteska	05/05/2010 11:26:47 AM
Department Approval	mteska	05/05/2010 11:26:52 AM
Contract Manager Approval	kdaly	05/05/2010 12:38:43 PM
Budget Analyst Approval	jstrandb	05/06/2010 17:12:28 PM
Team Lead Approval	jmurph1	05/14/2010 10:33:17 AM
BOE Agenda Approval	jmurph1	05/14/2010 10:33:26 AM



JIM GIBBONS
Gov ernor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:

#100308 A

Amendment 1

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Public Safety, Records and Technology Division, Records Bureau
333 W. Nye Lane
Carson City, NV 89706

Contact: Richard Gilbert, Mgmt. Analyst, 775-684-6259

- b. Vendor contact information:

Gary B. Good, Operations & Fiscal Manager
Western Identification Network, Inc. (W.I.N.)
11070 White Rock Rd., Suite 170
Rancho Cordova, CA 95670-6004
(916) 369-3946
(916) 369-3944

- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

WIN is a non-profit corporation chartered in Nevada and comprised of 8 western states that have joined together to realize cost savings and economies of scale in the purchase and maintenance of a regionalized Automated Fingerprint Identification System (AFIS). AFIS is a high-speed computer system which digitizes, stores, and compares fingerprint data and images from criminal arrests and civil applicant background checks for employment and licensing purposes. Fingerprints entered into AFIS are searched against millions of prints on file and identified by experts from resulting candidate lists. This contract extension would continue Nevada's participation in the WIN-AFIS.

3. Describe the unique qualification required for the service or good to be purchased:

WIN was formed in 1988 to facilitate the purchase of a multi-state AFIS with the cooperation of western states' governors, attorneys general, and legislatures. Member states include Alaska, Montana, Oregon, Washington, Idaho, Nevada, Utah, and Wyoming. The WIN-AFIS is a proprietary system which is currently in place. The DPS Records Bureau leases the necessary fingerprinting equipment through WIN in order to continue our participation in the multi-state AFIS. Booking terminals in law enforcement agencies statewide are tied to WIN through the DPS Records Bureau. It would be cost-prohibitive for Nevada to pull out of WIN and acquire its own AFIS, particularly in this budget climate.

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4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Nevada's continued membership in WIN allows us to take advantage of the combined purchasing power of the 8 member states. We pay far less in AFIS services for WIN's proprietary system than we would pay to acquire a stand-alone system, not to mention the significant expense of replacing existing equipment at the state and local law enforcement levels and the hundreds of IT hours required to make any changes at a time when the State and local governments are strapped for funding and technical staff.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If Nevada were to pull out of WIN by going to competitive bidding for a stand-alone AFIS, it would cause a significant disruption in Nevada's ability to identify criminals based upon fingerprint submissions and would disrupt the submission of those fingerprints to the Federal Bureau of Investigation for use by other states and federal law enforcement agencies. Disruption of civil applicant background checks also would occur which would hamper our citizens' abilities to get jobs that require fingerprint-based background checks (e.g., teachers, nurses, child care workers, etc.). The WIN-AFIS contains millions of fingerprint images from all the member states. By creating a stand-alone system all we could match to would be fingerprints obtained in Nevada, which is a significantly smaller database than the millions of prints housed by the WIN-AFIS. In doing so, Nevada would run the risk of not identifying individuals with a criminal history record in another state. This impacts officer safety in the field and public safety in terms of potentially placing people with dangerous criminal records in positions of trust such as teachers, therapists, child care workers, etc.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

Due to our current membership in W.I.N., no efforts were made to identify any other potential vendors due to network connectivity issues.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
This contract is with the current vendor and the only vendor surveyed for this service.

8. What is the estimated value and length of the contract, amendment or request?

The value of this contract is increased to \$3,044,160.00

This contract would be for an additional 4 years, through 6/30/2014.

a. New contract Y ☐ N ☒

b. Amendment Y ☒ N ☐ Amendment No. 1
{provide copy of previous waiver(s)}

#107

**Department of Public Safety, Records
and Technology Division, Records
Bureau**

hereby requests approval for

**Western Identification Network
(W.I.N.)**

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Shirley Butler, Records Bureau Chief</i>	3/3/2010
Agency Representative Initiating Request	Date
X <i>Pat J. Conmy</i>	3-4-10
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>N/A</i>	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Aug Smith</i>	3-5-10
Administrator, Purchasing Division	Date

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11188**

Agency Name:	DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name:	Las Vegas Metropolitan Police - Forensic Department
Agency Code:	650	Contractor Name:	Las Vegas Metropolitan Police - Forensic Department
Appropriation Unit:	4713-08	Address:	5605 W. Badura, Suite 120 B
Is budget authority available?:	Yes	City/State/Zip	Las Vegas, NV 89118
If "No" please explain:	Not Applicable	Contact/Phone:	Linda Krueger Lab Director 702-828-3932
		Vendor No.:	T81056920
		NV Business ID:	Exempt
To what State Fiscal Year(s) will the contract be charged?	2010-2013		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %
Agency Reference #:	650		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **3 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **Laboratory Testing**

5. Purpose of contract:

This is a new interlocal agreement with the Las Vegas Metropolitan Police Department - Forensic Laboratory to provide toxicology testing services to the Nevada Department of Public Safety, Highway Patrol Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$725,052.00**

Other basis for payment: Annual billings over three years, total not to exceed amount of \$725,052.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 484C.250 Persons suspected of driving while under the influence of alcohol or drugs must have blood evidence samples tested.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state employees have the qualifications or equipment to conduct these tests.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal, only entity capable of providing service.

d. Last bid date: 01/01/2010

Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Department of Public Safety, ongoing agreements. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgortar1	05/20/2010 15:55:46 PM
Division Approval	dgortar1	05/20/2010 15:55:50 PM
Department Approval	mteska	05/20/2010 16:15:04 PM
Contract Manager Approval	mteska	05/20/2010 16:15:08 PM
Budget Analyst Approval	jstrandb	05/21/2010 08:08:04 AM
Team Lead Approval	jmurph1	05/21/2010 08:36:37 AM
BOE Agenda Approval	jmurph1	05/21/2010 08:36:42 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10710**

Agency Name: DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name: Board of Regents-UNR
Agency Code: 650	Contractor Name: Board of Regents-UNR
Appropriation Unit: 4721-58	Address: Office of Sponsored Projects
Is budget authority available?: Yes	1664 North Virginia St, MS 325
If "No" please explain: Not Applicable	City/State/Zip: Reno, NV 89557
	Contact/Phone: null775-784-4040
	Vendor No.: D35000816
	NV Business ID:
To what State Fiscal Year(s) will the contract be charged?	2010-2011

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2010**Contract term: **121 days**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Service**

5. Purpose of contract:

This is a new interlocal agreement to provide professional evaluation services on the effectiveness of the Nevada Department of Public Safety - Highway Patrol Division's Targeting Aggressive Cars and Trucks (TACT) program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,287.00**

Other basis for payment: \$29,643.50 within 30 days upon execution of the contract. \$29,643.50 within 30 days of acceptance of the project report by NHP.

II. JUSTIFICATION

7. What conditions require that this work be done?

The TACT program requires an evaluation to measure its effectiveness.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no qualified employees with the expertise to do this work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

N/A

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pbowers	05/04/2010 11:39:16 AM
Division Approval	pbowers	05/04/2010 11:39:22 AM
Department Approval	mteska	05/04/2010 12:59:42 PM
Contract Manager Approval	kdaly	05/04/2010 13:06:22 PM
Budget Analyst Approval	jstrandb	05/05/2010 17:20:36 PM
Team Lead Approval	jmurph1	06/01/2010 10:03:37 AM
BOE Agenda Approval	jmurph1	06/01/2010 10:03:44 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11078**Agency Name: **CONSERVATION & NATURAL RESOURCES**Agency Code: **700**Appropriation Unit: **4203-13**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WESTERGARD ENGINEERING, INC.**Contractor Name: **WESTERGARD ENGINEERING, INC.**Address: **207 CARVILLE CIR**City/State/Zip: **CARSON CITY, NV 89703**Contact/Phone: **null775/882-3506**Vendor No.: **T80946630**NV Business ID: **NV19911016806**To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2013**Contract term: **2 years and 243 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to advise the Director of the Department of Conservation & Natural Resources in assuring the state's interests are protected and all environmental consequences are addressed in issues related to the Truckee River Operating Agreement.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$112,500.00**

Payment for services will be made at the rate of \$200.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The critical nature of the state of Nevada's participation and involvement in work to be accomplished require that this work be done.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Because of time constraints, staff constraints and experience constraints, State employees are unable to do this work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor has the expertise in the duties to be performed and familiarity with the Truckee River Operating Agreement.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been engaged under contract since 2004 with the Department of Conservation & Natural Resources and the quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	abrook1	05/04/2010 16:01:00 PM
Division Approval	abrook1	05/04/2010 16:01:05 PM
Department Approval	abrook1	05/04/2010 16:01:10 PM
Contract Manager Approval	cjackson	05/05/2010 08:08:48 AM
Budget Analyst Approval	jrodrig9	05/06/2010 11:21:02 AM
Team Lead Approval	cwatson	05/14/2010 13:16:47 PM
BOE Agenda Approval	cwatson	05/14/2010 13:16:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11017**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4452-57**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR Office of Sponsored Projects**Contractor Name: **BOARD OF REGENTS-UNR Office of Sponsored Projects**Address: **UNR CONTROLLERS OFFICE
MAIL STOP 325**City/State/Zip: **RENO, NV 89557-0240**Contact/Phone: **null775/784-4040**Vendor No.: **D35000816**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **10-62**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **WAP Implementation**

5. Purpose of contract:

This is a new interlocal agreement to to gather information for measuring responses of sagebrush habitat to manage actions outlined in the State's Wildlife Action Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,029.00**

Other basis for payment: Quarterly on receipt of valid invoice and approval of project manager.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada's Wildlife Action Plan supports management activities that will sustain and recover the state's desired wildlife and the ecosystems on which they depend. Each of the plan's goals for the sagebrush ecosystem is supported by dozens of actions (from landscape rehabilitation to wildfire control and invasive species treatments) that are intended to protect and manage sagebrush. A team of expert ecologists (Sagebrush Technical Advisory Team) was convened by NDOW to identify the key performance measures that need to be monitored to determine if management action in sagebrush habitat is producing the desired effect towards maintenance or improvement of wildlife habitat. The proposed work will initiate the collection of data to inform this performance evaluation process.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

UNR has the expertise to carry out the work.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

UNR provides some members of the Technical Advisory Team. They have been instrumental in identifying the same performance measures that will be monitored under this contract.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOW has collaborated with UNR before. Quality of service is exemplary.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	04/23/2010 14:49:33 PM
Division Approval	mkrumena	04/23/2010 14:49:36 PM
Department Approval	mkrumena	04/23/2010 14:49:38 PM
Contract Manager Approval	mkrumena	04/23/2010 14:49:41 PM
Budget Analyst Approval	kkolbe	05/04/2010 09:09:04 AM
Team Lead Approval	jmurph1	05/13/2010 08:25:01 AM
BOE Agenda Approval	jmurph1	05/13/2010 08:25:05 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5000**Amendment Number: **2**Agency Name: **WILDLIFE DIVISION**Legal Entity Name: **University of Nevada, Reno - Cooperative Extension**Agency Code: **702**Contractor Name: **University of Nevada, Reno - Cooperative Extension**Appropriation Unit: **4452-76**Address: **Mail Stop 325**Is budget authority available?: **Yes**City/State/Zip **Reno, NV 89557**If "No" please explain: **Not Applicable**Contact/Phone: **null7757844040**Vendor No.: **D35000816**NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2008-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	75.00 %	X Bonds	25.00 % Question 1 Bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **08-40**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **12/31/2010**

Termination Date:

Contract term: **5 years and 324 days**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original interlocal agreement to remove pinyon and juniper trees that are encroaching on sage-grouse habitat. This amendment extends the termination date from December 31, 2010 to December 31, 2013 and increases the maximum amount from \$80,715.84 to \$127,566.84 for the removal of trees in a new project area.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$46,851.84
2. Total amount of any previous contract amendments:	\$33,864.00
3. Amount of current contract amendment:	\$46,851.00
4. New maximum contract amount:	\$127,566.84
and/or the termination date of the original contract has changed to:	12/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Sage-grouse is a federal candidate species for listing under the Endangered Species Act. This project will help enhance greater sage-grouse habitat in central Nevada. The project addresses one of the major threats to sage-grouse habitat identified in the South Central Local Area Conservation Plan for Sage-grouse. The Bald Mountain Wildlife Habitat Enhancement Environmental Assessment (#NV062-EA08-083) is complete and covers the project area.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Wildlife does not have the staff or the equipment to complete projects of this scope and scale.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The University of Nevada, Reno Cooperative Extension is a government agency. The Bootstraps program that is in place in Battle Mountain has demonstrated the ability to conduct this type of work in the past, and crews are located within a reasonable distance of the project sites. Crews are also able to camp out at the project site, reducing mileage costs that would otherwise be encumbered by the state for this type of project. The Bootstraps work crews have proven to be cost effective and beneficial to rural young adults.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

The University of Nevada, Reno - Cooperative Extension is a State government agency.

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Nevada Department of Wildlife and other state agencies have contracted with the University of Nevada, Reno Cooperative Extension (a State agency). The quality of service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	04/26/2010 14:18:52 PM
Division Approval	mkrumena	04/26/2010 14:18:54 PM
Department Approval	mkrumena	04/26/2010 14:18:58 PM
Contract Manager Approval	mkrumena	04/26/2010 14:19:01 PM
Budget Analyst Approval	kkolbe	05/04/2010 09:12:36 AM
Team Lead Approval	jmurph1	05/13/2010 08:21:09 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6916**Amendment Number: **2**Agency Name: **WILDLIFE DIVISION**Legal Entity Name: **Hydro Resources West, Inc.**Agency Code: **702**Contractor Name: **Hydro Resources West, Inc.**Appropriation Unit: **4454-44**Address: **4975 W Winnemucca Blvd**Is budget authority available?: **Yes**City/State/Zip: **Winnemucca, NV 89445**If "No" please explain: **Not Applicable**Contact/Phone: **null7756235259**Vendor No.: **T80518360**NV Business ID: **NV20031461834**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Trout stamps

Agency Reference #: **10-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/17/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **2 years and 13 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides for refurbishing wells in Nevada. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$59,999 to \$84,999 due to the need for more refurbishing of wells at the Mason Valley fish hatchery.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$9,999.00
3. Amount of current contract amendment:	\$25,000.00
4. New maximum contract amount:	\$84,999.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

Periodic well maintenance is necessary to preserve required water flow and well integrity at Mason Valley Fish Hatchery. Last work was done in 2004.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It requires specialized equipment and training. Nobody in State agencies has the required combination.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 090425B

Approval Date: 05/17/2010

c. Why was this contractor chosen in preference to other?

Vendor has been doing this job under the original contract. It is the only vendor NDOW has found that understands the system.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NV Department of Wildlife. Excellent service and workmanship.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	05/17/2010 15:43:12 PM
Division Approval	mkrumena	05/17/2010 15:43:16 PM
Department Approval	mkrumena	05/17/2010 15:43:18 PM
Contract Manager Approval	mkrumena	05/17/2010 15:43:22 PM
Budget Analyst Approval	kkolbe	05/17/2010 15:52:01 PM
Team Lead Approval	jmurph1	05/18/2010 08:07:21 AM
BOE Agenda Approval	jmurph1	05/18/2010 08:07:26 AM

From:NDOW

7756881577

05/17/2010 07:54

#837 P.002/007

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

JIM GIBBONS
Governor

Purchasing Use Only:
090425B

Amendment 2

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

* Amendment *

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Department of Wildlife, Fisheries
Caroline Cherry
Wildlife Staff Specialist
775-688-1536
ccherry@ndow.org
b. Vendor contact information:
Hydro Resources
4675 W. Winnemucca, Nevada 89445
c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
Mason Valley Hatchery has five production wells to provide water for fish propagation. This is a continuation of the project started in FY2009 with Sole Source Waiver #090425. Under this waiver and contract 2 of the 5 wells were cleaned and analysis of well casing conditioned performed. This waiver and amendment #2 for the contract is to clean and analyze the well casing on the 3 remaining wells. The work involved consists of removing the impeller drive shafts and spiders, lowering a video camera, removing the build up of scale and lime, pumping out the debris, taking another camera shot and reinstalling the impellers and spiders. The process also includes servicing or rebuilding of the pump bowels as needed.
3. Describe the unique qualification required for the service or good to be purchased:
A working knowledge of the layout and operation of the water supply system at Mason Valley Hatchery, Yerington Nevada. Performed the work in FY2009/2010 satisfactorily.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
As per our original waiver #090425, Hydro Resources is familiar with the sensitive nature of our water supply, They have performed all the well work at this facility since start up in 1990. If the water supply was to be interrupted or contaminated, we would lose up to 1.0 million fish. This would greatly affect the number of fish stocked and hence could impact license sales.

The plan is to do this work in July/August/September when the number of fish is low and weather conditions are ideal. Creating a new contract would delay the start of work until July, 2011 - far beyond the time involved in the bidding process itself - because until the summer there would be too many fish on site and not enough manpower to supervise the work. This would materially increase the risk of fish mortality.

#113

service or good is competitively bid:

If the water supply was to be interrupted or contaminated, we would lose up to 1.0 million fish. This would greatly affect the number of fish stocked and hence could impact license sales.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
Continuation of work already started which was performed satisfactorily and within the costs budgeted.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Going rate for well repairs.
8. What is the estimated value and length of the contract, amendment or request.
We are asking for the contract to be amended for an additional 1 year and an additional \$25,000.
 - a. New contract Y N X
 - b. Amendment Y X N Amendment No. 2
{provide copy of previous waiver(s)}

See previous waiver attached. 090425

Nevada Dept of Wildlife, Fisheries
Requesting agency

hereby requests approval for

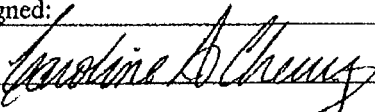
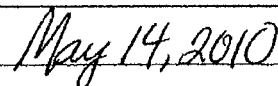
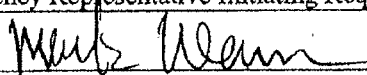
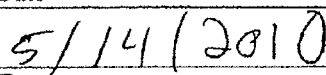
Hydro Resources

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	
Agency Representative Initiating Request	Date
X 	
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

From:NDOW

7756881577

05/17/2010 07:55

#837 P.004/007

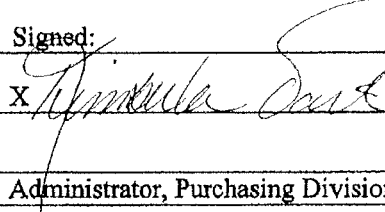
Signed:

X	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X 	
	5/17/10
Administrator, Purchasing Division	Date

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11038**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4456-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LAS VEGAS BOAT HARBOR, INC.**Contractor Name: **LAS VEGAS BOAT HARBOR, INC.**Address: **LAS VEGAS BAY MARINA
PO BOX 91150**City/State/Zip: **HENDERSON, NV 89009**Contact/Phone: **null702-293-1191**Vendor No.: **T80913763**NV Business ID: **NV19661000073**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **10-61**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Contract**Contract description: **BIG fuel dispense**

5. Purpose of contract:

This is a new contract for a new gas dock and updated pumps in the Lake Mead National Recreation Area.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Upon completion and receipt of an itemized statement and invoice and approval by NDOW's project manager.

II. JUSTIFICATION

7. What conditions require that this work be done?

Lake Mead National Recreation Area encompasses over 550 miles of shoreline, with four marinas having approximately 2700 slips, about 75% of which are filled with non-trailerable boats. Lake Mead is limited to four fuel facilities on the entire lake, most of which are open only certain hours and not many carry diesel. Las Vegas Boat Harbor is the only fueling facility near the Hoover Dam (the next nearest is 10 miles away). To reduce congestion at the fuel docks, the contractor will install two more gas pumps on a separate, longer dock to better accommodate larger vessels, and will update the current fueling facility with a newer and more efficient fueling system.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State is only acting as a conduit to transfer federal grant monies between the U.S. Fish and Wildlife Service (USFWS) and the grant recipient. The contractor proposed the project to USFWS, which awarded the Boating Infrastructure Grant (BIG) to NDOW as pass-through of funds only to this contractor for this project.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Per Greg Smith (Purchasing Division): Application for sole source waiver is unnecessary and none should be submitted because this is merely a pass-through of a federal grant. The Nevada Department of Wildlife (NDOW) is merely acting as a conduit to transfer federal grant monies between the USFWS and the grant recipient. The federal grant recipient is chosen by the USFWS. The contractor proposed the project to USFWS, which awarded the Boating Infrastructure Grant (BIG) to NDOW as pass-through of funds to this contractor alone for this project. The grant funds must be used for this project and this contractor only.

Grant application process: BIG funding is available to both public and private sector entities that own and/or operate boating facilities open to the general public who will build transient tie-up opportunities for non-trailerable recreational boats. Federal register notices are posted online and any marina that meets the criteria is eligible to apply through the USFWS, who makes the award. Other marinas have been advised about the availability of BIGs but only one marina has applied. The private marina matches the funds from the federal grant at no cost to the state.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Under previous Federal Grants since 1998, vendor has participated in both Boating Infrastructure Grant (BIG) and Clean Vessel Act (CVA) projects with Nevada Department of Wildlife. Las Vegas Boat Harbor is an exceptional contractor who always exceeds all standards, expectations and performance standards and always provides a consistent product.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

mkrumena

04/28/2010 15:38:53 PM

Division Approval	mkrumena	04/28/2010 15:38:56 PM
Department Approval	mkrumena	04/28/2010 15:38:59 PM
Contract Manager Approval	mkrumena	04/28/2010 15:39:01 PM
Budget Analyst Approval	kkolbe	05/04/2010 09:22:45 AM
Team Lead Approval	jmurph1	05/13/2010 08:39:18 AM
BOE Agenda Approval	jmurph1	05/13/2010 08:39:28 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11074**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Char-Pit Sand Harbor, Inc.

Contractor Name: **Char-Pit Sand Harbor, Inc.**Address: **PO Box 694**City/State/Zip: **Crystal Bay, NV 89402**

Contact/Phone: Robert Starbard 530-414-4197

Vendor No.:

NV Business ID: E0203402010-9

To what State Fiscal Year(s) will the contract be charged? **2010-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/08/2015**Contract term: **5 years and 8 days**4. Type of contract: **Revenue Contract**Contract description: **Snack bar & grill**

5. Purpose of contract:

This is a new revenue contract to provide a snack bar and grill within the Sand Harbor unit of the Lake Tahoe Nevada State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$140,000.00**

Other basis for payment: 9% of gross receipts per year

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a need for a snack bar and grill in the park - per results of State Parks visitor surveys.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The operation of this concession is beyond the scope and capability of the State Park system.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was chosen by the Evaluation Committee as the most qualified provider both financially and professionally of the two submitted RFP's.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imulkey	05/10/2010 09:06:51 AM
Division Approval	Imulkey	05/10/2010 09:06:54 AM
Department Approval	Imulkey	05/10/2010 09:06:57 AM
Contract Manager Approval	Imulkey	05/10/2010 09:07:00 AM
Budget Analyst Approval	jrodrig9	05/11/2010 13:27:06 PM
Team Lead Approval	cwatson	05/14/2010 09:43:39 AM
BOE Agenda Approval	cwatson	05/14/2010 09:43:42 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11083**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4168-72**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Carson Water Subconservancy District**Contractor Name: **Carson Water Subconservancy District**Address: **777 E William Street
Suite 110A**City/State/Zip: **Carson City, NV 89701**Contact/Phone: **null775-887-7450**

Vendor No.:

NV Business ID: **MIS1221.5-1959**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % Question 1 Bonds
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 30 days**4. Type of contract: **Interlocal Agreement**Contract description: **Habitat Conservation**

5. Purpose of contract:

This is a new interlocal agreement to develop a Habitat Conservation Plan for the Middle Carson River.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Other basis for payment: Payment will be made after approval of progress reports as they are submitted.

II. JUSTIFICATION

7. What conditions require that this work be done?

Resource Management Plans need to be completed per Policy 35.1

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Insufficient general fund availability9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Another public agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imulkey	05/04/2010 15:17:09 PM
Division Approval	Imulkey	05/04/2010 15:17:12 PM
Department Approval	Imulkey	05/04/2010 15:17:16 PM
Contract Manager Approval	Imulkey	05/04/2010 15:17:19 PM
Budget Analyst Approval	jrodrig9	05/05/2010 18:31:52 PM
Team Lead Approval	cwatson	05/14/2010 13:09:57 PM
BOE Agenda Approval	cwatson	05/14/2010 13:10:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11033**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4168-70**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Great Basin Institute

Contractor Name: **Great Basin Institute**Address: **16750 Mt Rose Hwy**City/State/Zip: **Reno, NV 89511**

Contact/Phone: null775-674-5475

Vendor No.: T81072865

NV Business ID: C15461-1999

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lake Tahoe License Plate Grant

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/11/2011**Contract term: **1 year and 193 days**4. Type of contract: **Contract**Contract description: **Fence construction**

5. Purpose of contract:

This is a new contract to block off and revegetate areas in Diver's Cove at Sand Harbor by Great Basin Institute (GBI). GBI crews will also remove temporary fencing below the Sand Point Walkway and install permanent snow fencing, remove dilapidated fencing and construct a post and wire fence along the Stream Environment Zone (SEZ) near Boater's Beach. Materials for these project elements will be provided by the Nevada Division of State Parks.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,500.00**

Other basis for payment: Payments will be made as State Parks is billed for services completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The projects associated with the contract are part of the Lake Tahoe Environmental Improvement Program, which includes specific programs to improve recreation opportunities and protect natural resources in Lake Tahoe.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of State Parks does not have the staff or time to complete this type of work.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100310

Approval Date: 03/10/2010

c. Why was this contractor chosen in preference to other?

Great Basin Institute - Nevada Conservation Corps - is the only non-profit organization available within Nevada to perform these services.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

GBI has contracted with State Parks in 2009 and currently is a Good of the State Fuels Reduction contractor. Their work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Domestic Non-Profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Imulkey	04/28/2010 09:06:26 AM
Division Approval	Imulkey	04/28/2010 09:06:29 AM
Department Approval	Imulkey	04/28/2010 09:06:33 AM
Contract Manager Approval	Imulkey	04/28/2010 09:06:37 AM
Budget Analyst Approval	jrodrig9	05/14/2010 11:22:32 AM
Team Lead Approval	cwatson	05/14/2010 13:53:53 PM
BOE Agenda Approval	cwatson	05/14/2010 13:53:57 PM
BOE Final Approval	Pending	

Purchasing Use Only:

100310



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Conservation - Nevada Division of State Parks
Peter Maholland - Conservation Staff Specialist, Nevada Tahoe Resource Team
901 South Stewart Street, Suite 5005
Carson City, NV 89701
775-684-2740 (phone)
775-684-2777 (fax)

- b. Vendor contact information:

Jerry Keir - Executive Director
Great Basin Institute (GBI)
16750 Mt. Rose Hwy
Reno, NV 89511
775-674-5475 (phone)
775-674-5499 (fax)

- c. Type of waiver requested: ☒ Sole or single source ☐ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Areas currently being used for access in Diver's Cove at Sand Harbor will be blocked off and revegetated using native plants (mountain mahogany and oak) and granite boulders to be provided through a separate contract. During vegetation establishment, GBI crews will install temporary snow fencing as directed by the contract field manager. GBI crews will also remove temporary fencing below the Sand Point Walkway and install permanent snow fencing, matching existing snow fencing that was installed to protect native vegetation in a previous EIP project (Sand Point Restoration). To protect the SEZ between comfort stations two and three, dilapidated fencing will be removed and a post and wire fence will be constructed to match wire fence installed on islands in the main beach parking area and along the SEZ near Boater's Beach. Materials, such as fence posts and plants, for these project elements will be provided by the Nevada Division of State Parks.

3. Describe the unique qualification required for the service or good to be purchased:

The GBI Nevada Conservation Corps is the only non-profit conservation service crew providing the requested services. The NCC is affiliated with AmeriCorps and the University of Nevada system. Its operation is dependant on federal grants and grant matches from outside sources. This program offers services at a substantially reduced rate. This environmental service crew is made up of students seeking conservation projects and is trained in construction and maintenance techniques. No other university-based conservation crews were investigated, since GBI is geographically located within Nevada.

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4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The Nevada Tahoe Resource Team is working to improve recreation opportunities for the public and protect natural resources within Lake Tahoe Nevada State Park as part of the Environmental Improvement Program. Several areas within the park require planting and protection from overuse through the implementation of specific fencing. The Great Basin Institute is the only non-profit organization available within Nevada to perform these services.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Great Basin Institute is the only non-profit organization available within Nevada to perform these trail services. Failure to acquire the request will result in further resource damage occurring at Sand Harbor in Lake Tahoe Nevada State Park and failure to implement a portion of the EIP.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

No other vendors have this unique combination of experience and student labor with the state of Nevada.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? This agency has contracted for these types of services many times in the past with the GBI and has compared previous costs to other organizations, such as California State Parks and the USDA Forest Service.

8. What is the estimated value and length of the contract, amendment or request.

The contract term is from June 08, 2010 to December 31, 2011.

Estimated value of the contract is \$13,500

a. New contract Y ☒ N ☐

b. Amendment Y ☐ N ☐ Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Division of State Parks
Requesting agency

hereby requests approval for

Great Basin Institute
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Peter Mahalland</i>	3-9-10
Agency Representative Initiating Request	Date
X <i>Chris K. Mann</i>	3/11/10
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X	 N/A	
Reviewing Agency/Entity Signature		Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X		
		3-11-10
Administrator, Purchasing Division		Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11039**

Agency Name:	DIVISION OF WATER RESOURCES	Legal Entity Name:	MACTEC Engineering and Consulting, Inc.
Agency Code:	705	Contractor Name:	MACTEC Engineering and Consulting, Inc.
Appropriation Unit:	4171-16	Address:	961 Matley Lane, Suite 110
Is budget authority available?:	Yes	City/State/Zip	Reno, NV 89502
If "No" please explain:	Not Applicable	Contact/Phone:	Donald L. Damotte 7753296123
		Vendor No.:	
		NV Business ID:	NV19891007483

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/15/2010**Contract term: **106 days**4. Type of contract: **Contract**Contract description: **EAP Review of Dams**

5. Purpose of contract:

This is a new contract for the review of Emergency Action Plans for Nevada dams.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Payment for services will be made at the rate of \$115.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a public safety issue and is a requirement for dam owners to have an Emergency Action Plan (EAP) is under NAC 535 for a significant or high hazard potential dam.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Due to the number of EAP's (130) recently submitted per regulation and having only 2 employees in the State Dam Safety Program does not allow for timely review.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Their breadth of Emergency Action Plan (EAP) development as well as experience and also the fact that they could review an EAP in 14 hours.

d. Last bid date: 03/26/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	04/28/2010 15:14:46 PM
Division Approval	bkordono	04/28/2010 15:14:50 PM
Department Approval	bkordono	04/28/2010 15:14:57 PM
Contract Manager Approval	bkordono	05/03/2010 09:28:35 AM
Budget Analyst Approval	jrodrig9	05/06/2010 11:26:33 AM
Team Lead Approval	cwatson	05/14/2010 13:15:33 PM
BOE Agenda Approval	cwatson	05/14/2010 13:15:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11058**Agency Name: **STATE LANDS**Agency Code: **707**Appropriation Unit: **4206-36**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**
Address: **UNR CONTROLLERS OFFICE**
MAIL STOP 0124City/State/Zip: **RENO, NV 89557-0025**Contact/Phone: **null775/784-4062**Vendor No.: **D35000816**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % State Bonds
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2012**Contract term: **2 years and 214 days**4. Type of contract: **Interlocal Agreement**Contract description: **Investigation**

5. Purpose of contract:

This is a new interlocal agreement to utilize the services of the University of Nevada Reno to meet some of the goals and objectives of the state's Environmental Improvement Program. The contract will provide services and resources to conduct a limnological assessment of Marlette Lake; provide a basic understanding of the current and future environmental impacts stemming from the various invasive species; analyze the relationship of these invasive species and climate changes; provide needed baseline data in the Marlette system; and create a short monitoring plan for detecting invasive species currently in the region as well as summarize information that will inform the Nevada Department of Wildlife on the creation of a Fisheries Management Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,933.66**

Other basis for payment: Payment will be based on work completed on a monthly basis with total billing history not to exceed contract funding maximum of \$75,933.66. Hourly rates, sample rates and description of work being billed will accompany all invoices in order for payment to be processed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The ever increasing threats of invasive species entering the Lake Tahoe Basin, Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Conservation and Natural Resources and its Nevada Tahoe Resource Team currently do not have the resources, time or labor force required for this type of extensive field work and data analysis.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NRS 277.180

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	abrook1	05/03/2010 12:48:25 PM
Division Approval	abrook1	05/03/2010 12:48:50 PM
Department Approval	abrook1	05/03/2010 12:48:54 PM
Contract Manager Approval	cmoriart	05/04/2010 15:54:41 PM
Budget Analyst Approval	jrodrig9	05/06/2010 10:50:24 AM
Team Lead Approval	cwatson	05/14/2010 13:18:42 PM
BOE Agenda Approval	cwatson	05/14/2010 13:18:46 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV3859**Amendment Number: **4**Legal Entity Name: **Board of Regents**Agency Name: **ENVIRONMENTAL PROTECTION**Contractor Name: **Board of Regents**Agency Code: **709**Address: **1664 N Virginia Ave MS 325**Appropriation Unit: **3185-04**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89557**If "No" please explain: **Not Applicable**Contact/Phone: **null7757844040**Vendor No.: **D35000818**NV Business ID: **Governmental Entity**To what State Fiscal Year(s) will the contract be charged? **2007-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Mining Violations
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **DEP 07-034**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **08/30/2010**

Termination Date:

Contract term: **5 years and 32 days**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original interlocal agreement, which provides research and analysis service to analyze mercury air emissions from Nevada gold mines. This amendment extends the termination date of the contract from August 31, 2010 to May 31, 2012 and increases the maximum amount from \$339,957 to \$488,543 to allow the contractor to provide additional emission predictions, develop data regarding emission deposits, develop more detailed data on the emission components and the effects of aging on mercury (Hg) releases.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$250,000.00
2. Total amount of any previous contract amendments:	\$89,957.00
3. Amount of current contract amendment:	\$148,586.00
4. New maximum contract amount:	\$488,543.00
and/or the termination date of the original contract has changed to:	05/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Current Nevada mercury regulations control mercury emissions from point sourced during ore processing. This amendment will allow for a few additional experiments to evaluate the magnitude of mercury emissions from uncontrolled area sources at mining facilities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State does not have the resources or personnel to do this type of work.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 07/05/2007 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sneudaue	05/06/2010 11:42:18 AM
Division Approval	sneudaue	05/06/2010 11:42:22 AM
Department Approval	sneudaue	05/11/2010 10:21:37 AM
Contract Manager Approval	sneudaue	05/11/2010 10:21:40 AM
Budget Analyst Approval	jrodrig9	05/12/2010 12:11:39 PM
Team Lead Approval	cwatson	05/18/2010 10:43:17 AM
BOE Agenda Approval	cwatson	05/18/2010 10:43:22 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10667**Amendment Number: **1**Agency Name: **ENVIRONMENTAL PROTECTION**Legal Entity Name: **BEC Environmental, Inc.**Agency Code: **709**Contractor Name: **BEC Environmental, Inc.**
Address: **9061 W. Sahara Ave. #103**Appropriation Unit: **3186-12**Is budget authority available?: **Yes**City/State/Zip: **Las Vegas, NV 89117**If "No" please explain: **Not Applicable**Contact/Phone: **Eileen Christensen 702-304-9803**Vendor No.: **T32000808**NV Business ID: **NV20021197371**To what State Fiscal Year(s) will the contract be charged? **2009-2010**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP 09-007**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/08/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **1 year and 357 days**4. Type of contract: **Contract**
Contract description: **Wellhead**

5. Purpose of contract:

This is an amendment to the original contract, which provides technical assistance to Nevada Department Environmental Protection (NDEP), Communities and small water systems in the development and implementation of wellhead protection programs and plans. The option to extend contract for an additional 2 years was provided in the original contract. This amendment exercises that option and extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$540,000 to \$810,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$540,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$270,000.00
4. New maximum contract amount:	\$810,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal government has dictated that cities/communities have a Wellhead Protection Program (WHPP) and has allocated funds to the State of r this purpose.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Communities are the lead agencies and need community involvement. The State only monitors the projects(s) and does not mandate.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

It was determined by the RFP review committee that this contractor was best suited to carry out the requirements of the contract based upon prior related work experience, technical expertise, and vision for the future.

d. Last bid date: 04/01/2008 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sneudaue	04/22/2010 11:47:22 AM
Division Approval	sneudaue	04/22/2010 11:47:26 AM
Department Approval	sneudaue	04/22/2010 11:47:29 AM
Contract Manager Approval	sneudaue	05/05/2010 09:35:38 AM
Budget Analyst Approval	jrodrig9	05/11/2010 18:19:57 PM
Team Lead Approval	cwatson	05/14/2010 09:55:52 AM
BOE Agenda Approval	cwatson	05/14/2010 09:55:57 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV4186**Amendment Number: **3**Agency Name: **INDUSTRIAL RELATIONS DIV**Legal Entity Name: **Sierra Nevada Administrators, Inc.**Agency Code: **742**Contractor Name: **Sierra Nevada Administrators, Inc.**Appropriation Unit: **6025-04**Address: **Inc**Is budget authority available?: **Yes**City/State/Zip: **2716 N Tenaya Way
Las Vegas, NV 89128**

If "No" please explain: Not Applicable

Contact/Phone: **Barbara Chakos 7028388282**Vendor No.: **T81071694**NV Business ID: **NV19901024930**To what State Fiscal Year(s) will the contract be charged? **2008-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	☒ Other funding	100.00 % Workers' Compensation & Safety Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Insurance Services**

5. Purpose of contract:

This is an amendment to the original contract to provide workers compensation claims administration services for the State of Nevada Uninsured Employer's Claims Account. This amendment extends the termination date from June 30, 2010 to June 30, 2011 and increases the maximum amount from \$100,000 to \$127,558 due to an increase in the administrative fee.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$100,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$27,558.00
4. New maximum contract amount:	\$127,558.00
and/or the termination date of the original contract has changed to:	06/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

The DIR oversees the Uninsured Employers Claims Account but does not have the staffing or resources to manage claims

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NRS 616C.220(1) requires the DIR to designate, via competitive bidding, a contractor to manage these claims.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

A proposal evaluation committee scored proposals based on pre-set criteria (Including cost). Sierra Nevada Administrators, Inc. was selected and approved by the DIR Administrator.

d. Last bid date: 02/01/2007 Anticipated re-bid date: 02/01/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State of Nevada, Risk Management Division, Jan. 2006 - Jan. 2010. Satisfactory service verified.
Division of Industrial Relations, July 2007 - present. Satisfactory service verified.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mbrook6	05/05/2010 11:32:03 AM
Division Approval	djayn1	05/05/2010 12:33:25 PM
Department Approval	shoh1	05/19/2010 08:21:19 AM
Contract Manager Approval	mbrook6	05/19/2010 14:09:45 PM
Budget Analyst Approval	kkolbe	05/19/2010 14:18:03 PM
Team Lead Approval	jmurph1	05/20/2010 06:41:14 AM
BOE Agenda Approval	jmurph1	05/20/2010 06:41:21 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11155**Agency Name: **DEPT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4715-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LAS VEGAS TOWNSHIP CONSTABLE**Contractor Name: **LAS VEGAS TOWNSHIP CONSTABLE**Address: **302 E CARSON AVE****PO BOX 552110**City/State/Zip: **LAS VEGAS, NV 89155-2110**Contact/Phone: **Mike Beckett 702/455-4099**Vendor No.: **T80987224**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

Federal Funds 0.00 % Bonds 0.00 %

X Highway Funds **100.00 %** Other funding 0.00 %Agency Reference #: **IA0188**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **implement web system**

5. Purpose of contract:

This is a new interlocal agreement to provide reimbursement to the DMV for the one-time cost of implementing a web-based system to report Nevada residents with out-of-state vehicle registrations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,400.00**

Other basis for payment: The DMV will invoice for programming costs on a monthly or quarterly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 258.070 (2), constables are authorized to issue citations and charge and collect a fee to residents failing to register vehicles that are required to be registered in this state. DMV will implement a web-based system to report Nevada residents with out-of-state vehicle registrations.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This contract is between state and local government.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes

If "Yes", please explain

Clark County, Las Vegas Township Constables Office is a government entity.

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	05/12/2010 14:29:57 PM
Division Approval	cmunoz	05/12/2010 14:30:01 PM
Department Approval	dcook	05/12/2010 14:53:06 PM
Contract Manager Approval	hazevedo	05/12/2010 14:56:38 PM
Budget Analyst Approval	cwatson	05/17/2010 11:08:15 AM
Team Lead Approval	cwatson	05/17/2010 11:08:19 AM
BOE Agenda Approval	cwatson	05/17/2010 11:08:23 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV7158**Amendment Number: **1**Agency Name: **DEPT OF MOTOR VEHICLES**Legal Entity Name: **FAAD Janitorial**Agency Code: **810**Contractor Name: **FAAD Janitorial**Appropriation Unit: **4735-04**Address: **52 Glen Carran Circle**Is budget authority available?: **Yes**City/State/Zip: **Sparks, NV 89431**If "No" please explain: **Not Applicable**Contact/Phone: **Donna Hubble 7753512405**Vendor No.: **T27017486**NV Business ID: **NV20041538232**To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

Fees 0.00 %

Federal Funds 0.00 %

Bonds 0.00 %

X Highway Funds **100.00 %**

Other funding 0.00 %

Agency Reference #: **ZA0429**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/18/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Per the Governor's letter regarding cutting 15% from current contracts FAAD Janitorial has graciously lowered the pricing for the janitorial service they provide at the DMV-CDL facility located in Sparks. The lower pricing takes effect June 1, 2010, but due to not receiving the amendment back from the vendor before the May BOE deadline, it will need to be placed on the BOE Agenda for the meeting scheduled for June 8th.

3. Previously Approved **09/30/2010**

Termination Date:

Contract term: **3 years and 13 days**4. Type of contract: **Contract**Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract which provided janitorial service for the DMV-CDL facility located at 810 Greg Steet Sparks. This amendment extends the termination date from September 30, 2010 to September 30, 2012 and increases the maximum amount from \$9,310 to \$26,674. This due to the vendor reducing the monthly cost by 15% as requested by the Governor, so an additional 2 years has been added to the contract term at the decreased rate.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract: **\$9,310.00**2. Total amount of any previous contract amendments: **\$0.00**3. Amount of current contract amendment: **\$17,364.00**4. New maximum contract amount: **\$26,674.00**and/or the termination date of the original contract has changed to: **09/30/2012****II. JUSTIFICATION**

7. What conditions require that this work be done?

State offices must be kept clean.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available in the area to provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 08/01/2009 Anticipated re-bid date: 07/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

They are currently contracted with the Department and there work has be satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	04/22/2010 08:29:33 AM
Division Approval	cmunoz	04/22/2010 08:29:36 AM
Department Approval	dcook	04/22/2010 10:50:29 AM
Contract Manager Approval	hazevedo	04/23/2010 13:38:53 PM
Budget Analyst Approval	cwatson	05/12/2010 09:10:12 AM
Team Lead Approval	cwatson	05/12/2010 09:10:18 AM
BOE Agenda Approval	cwatson	05/12/2010 09:10:24 AM



**Motor Vehicles
Administrative Services**

M E M O R A N D U M

from

Heidi Azevedo

Program Officer I

Phone (775) 684-4504

Fax (775) 684-4518

hazevedo@dmv.nv.gov

May 12, 2010

To: Carla Watson, Budget Analyst V
Department of Administration, Budget Division

Subject: FAAD Janitorial, Inc. Retroactive Contract Amendment

Per the Governor's letter regarding cutting 15% from current contracts FAAD Janitorial has graciously lowered the pricing for the janitorial service they provide at the DMV-CDL facility located in Sparks. The lower pricing takes effect June 1, 2010, but due to not receiving the amendment back from the vendor before the May BOE deadline, it will need to be placed on the BOE Agenda for the meeting scheduled for June 8th. The cost will be eight days retro-active if approved by the Board of Examiner's.

Please approve this retro-active contract amendment.

If you have any questions please contact me at 684-4504 or hazevedo@dmv.nv.gov.

Thank you

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11088**Agency Name: **DEPT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4735-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOLUTIONS THRU SOFTWARE, INC.**Contractor Name: **SOLUTIONS THRU SOFTWARE, INC.**
Address: **631 N STEPHANIE ST STE 527**City/State/Zip: **HENDERSON, NV 89014**Contact/Phone: **null403/526-6882**Vendor No.: **T32000200**NV Business ID: **NV20031304598**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

Fees 0.00 %

Federal Funds 0.00 %

Bonds 0.00 %

X Highway Funds **100.00 %**

Other funding 0.00 %

Agency Reference #: **ZA0453**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Auto. D.L. Test Sys**

5. Purpose of contract:

This is a new contract to provide testing, retrieving, and transmitting statistical information for the Automated Driver's License Testing System.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,081,679.04**

Payment for services will be made at the rate of \$22,534.98 per Month

Other basis for payment: Payable within 30-45 days of invoice upon approval by agency not to exceed \$228,900.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Provides improved and efficient customer service related to drivers license testing, improve testing quality, and integrity, as well as reduce per test staff time.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees available in the area to provide this service.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division?

Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department is currently contracted with Solution's Thru Software-service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	05/05/2010 08:09:38 AM
Division Approval	cmunoz	05/05/2010 08:09:42 AM
Department Approval	dcook	05/05/2010 08:26:52 AM
Contract Manager Approval	hazevedo	05/05/2010 15:49:41 PM
Budget Analyst Approval	cwatson	05/17/2010 11:05:41 AM
Team Lead Approval	cwatson	05/17/2010 11:05:45 AM
BOE Agenda Approval	cwatson	05/17/2010 11:05:50 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5374**Amendment Number: **1**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **GFY Enterprises, Inc. JJ's**Contractor Name: **GFY Enterprises, Inc. JJ's**Address: **Snack Shack
2207 Heavenly View Drive**City/State/Zip: **Henderson, NV 89014**Contact/Phone: **Jim Sundstrom 702-242-9219**Vendor No.: **REV000000**NV Business ID: **NV19931040730**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

Agency Reference #: **1221-10-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**Anticipated BOE meeting date **05/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **4 years**4. Type of contract: **Revenue Contract**Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:

This is an amendment to the original contract, which provides snack bar concession services at the Black Mountain Aquatic Complex and Whitney Ranch Activity Pool on a daily basis when the facilities are in operation during the summer season from approximately May through December. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$10,000 to \$20,000 due to anticipated revenue during the extended contract period.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$10,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$20,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 426.670, the Bureau may enter into contracts with vendors for the establishment and operation of vending stands. These contracts must include provisions for the payment of commissions to the Bureau based on revenues from the vending stands.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Agency staff or other state employees cannot legally provide concession services on a commission basis.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is a revenue contract. The contractor has provided snack bar concession services for the BEN program since July 2006 and BEN wishes to continue this arrangement.
The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor currently provides satisfactory services for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually impaired/Business Enterprises of Nevada and has been since July 2006.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	03/25/2010 15:13:38 PM
Division Approval	dbrau1	04/22/2010 14:30:23 PM
Department Approval	tnash	04/30/2010 10:55:53 AM
Contract Manager Approval	tnash	04/30/2010 10:55:56 AM

Budget Analyst Approval	knielsen	05/11/2010 08:12:37 AM
Team Lead Approval	cwatson	05/14/2010 09:15:28 AM
BOE Agenda Approval	cwatson	05/14/2010 09:15:33 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5372**Amendment Number: **2**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **I FIX, INC. dba AC VANS MAINTENA**Contractor Name: **I FIX, INC. dba AC VANS MAINTENA**Address: **NCE & REPAIRS****1573 GATEWAY AVENUE**City/State/Zip: **LAS VEGAS, NV 89104**Contact/Phone: **CHARLES VANDERHEYDEN
7023124349**Vendor No.: **T27019083**NV Business ID: **NV20041704048**To what State Fiscal Year(s) will the contract be charged? **2008-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprise Set Aside

Agency Reference #: **1211-10-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **4 years and 21 days**4. Type of contract: **Contract**Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:

This is an amendment to the original contract which provides carpentry, reconditioning, project oversight, interior repair, drywall repair, touch-up painting, carpet and tile repair, and removal, transport, delivery and installation of BEN equipment and items as needed. This amendment extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$31,500 to \$41,000 due to anticipated services needed through the extension of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$22,000.00
2. Total amount of any previous contract amendments:	\$9,500.00
3. Amount of current contract amendment:	\$9,500.00
4. New maximum contract amount:	\$41,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program sites have on-going needs for handyman services in order to maintain the sites without interruptions of services to the public and building staff.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the time or resources, expertise or licensing required to provide handyman services.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is an amendment to an existing contract and one in a pool of vendors.
The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 11/01/2007 Anticipated re-bid date: 01/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

- b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

- c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

- d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently providing satisfactory service for the Rehabilitation Division/Business Enterprises of Nevada and has been since 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	03/25/2010 15:11:49 PM
Division Approval	dbrau1	04/20/2010 15:32:30 PM
Department Approval	tnash	04/30/2010 10:56:41 AM
Contract Manager Approval	tnash	04/30/2010 10:56:44 AM
Budget Analyst Approval	knielsen	05/13/2010 12:04:37 PM
Team Lead Approval	cwatson	05/14/2010 09:28:42 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6545**Amendment
Number: **1**Legal Entity
Name: **Royal Refrigeration, Inc.**Agency Name: **REHABILITATION DIVISION**Contractor Name: **Royal Refrigeration, Inc.**Agency Code: **901**Address: **5150 S Arville St.**Appropriation Unit: **3253-10**Is budget authority
available?: **Yes**City/State/Zip **Las Vegas, NV 89118**If "No" please explain: **Not Applicable**Contact/Phone: **Michael McAdams 702-658-3445**Vendor No.: **T81105132**NV Business ID: **nv19981376704**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprises Set Aside

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **07/15/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **1 year and 350 days**4. Type of contract: **Contract**Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract which provides services for maintenance and repair of heating, ventilating, and air conditioning (HVAC) units, commercial refrigerators and refrigeration units, freezers, ice makers, reach-ins and display units on a time and material basis. This amendment increases the maximum amount from \$20,000 to \$40,000 due to an increased volume of repairs.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$40,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The BEN program has a substantial inventory of equipment at various locations that need on-going maintenance.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This work requires specialization in HVAC, commercial refrigeration units.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing
Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor is one in a pool of vendors chosen for these services.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 03/01/2009 Anticipated re-bid date: 03/01/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service to the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since 2003.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	03/25/2010 15:12:32 PM
Division Approval	btucke1	04/20/2010 09:42:26 AM
Department Approval	tnash	04/30/2010 10:59:12 AM
Contract Manager Approval	tnash	04/30/2010 10:59:15 AM
Budget Analyst Approval	knielsen	05/13/2010 08:22:49 AM
Team Lead Approval	cwatson	05/14/2010 09:26:11 AM
BOE Agenda Approval	cwatson	05/14/2010 09:26:16 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10968**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: ABILITY CENTER, INC.
Agency Code: 901	Contractor Name: ABILITY CENTER, INC.
Appropriation Unit: 3254-09	Address: 6001 S DECATUR BLVD STE N
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: null702/434-3030
	Vendor No.: PUR0002796A
	NV Business ID: NV20021498215

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	21.30 %	Fees	0.00 %
X Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 1520-12-BVR/BSBVI RFQ #1857

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Vehicle Modification**

5. Purpose of contract:

This is a new contract to provide for modification and conversion of new and used vehicles for vocational rehabilitation clients as follows: structural vehicle modifications; installation of mobility equipment and devices including customized and advanced adaptive driving equipment and controls; installation of high tech driving systems; provide adjustments to fit required equipment to specific needs; and provide equipment repair services as needed.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$225,000.00**

Other basis for payment: Due to the nature and extent of work varying for each vehicle, contractor will be requested to submit cost quotes prior to each vehicle modification.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Rehabilitation Act of 1973 as amended (section 7(30) and 29 U.S.C. 705 (30)), 34 CFR Part 361, The Americans With Disabilities Act as amended, The Workforce Investment Act of 1998 as amended (Section 188), 29 CFR Part 37, Title VI and VII of the Civil Rights Act of 1964 as amended.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No state agencies or employees have the equipment or the experience to provide these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 05/23/2006 Anticipated re-bid date: 01/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, this contractor is currently under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division and has been performing satisfactory service since June 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	04/12/2010 08:28:01 AM
Division Approval	dbrau1	04/20/2010 15:35:44 PM
Department Approval	tnash	04/30/2010 10:44:53 AM
Contract Manager Approval	tnash	04/30/2010 10:44:58 AM
Budget Analyst Approval	knielsen	05/11/2010 16:58:17 PM
Team Lead Approval	cwatson	05/14/2010 13:47:45 PM
BOE Agenda Approval	cwatson	05/14/2010 13:47:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5651**Amendment Number: **1**Agency Name: **REHABILITATION DIVISION**Legal Entity Name: **SOUTHERN CALIFORNIA COLLEGE**Agency Code: **901**Contractor Name: **SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY**Appropriation Unit: **3254-08**Address: **2575 YORBA LINDA BLVD**Is budget authority available?: **Yes**City/State/Zip: **FULLERTON, CA 92831**If "No" please explain: **Not Applicable**Contact/Phone: **Dr. Nashimoto 714/870-7226**Vendor No.: **T81032817**NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	21.30 %	Fees	0.00 %
X	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1125-09-BVR/BSBVI**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2008**Anticipated BOE meeting date **05/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2010**Contract term: **2 years and 141 days**4. Type of contract: **Contract**Contract description: **Health Related Services**

5. Purpose of contract:

This is an amendment to the original contract which provides low vision services that enable people with low vision problems that cannot be corrected through surgery, therapy, conventional eyewear or contact lenses and provide low vision aides or special training so clients may use their remaining vision. This amendment extends the termination date from June 30, 2010 to December 31, 2010 and increases the maximum amount from \$88,000 to \$114,400 due to time required for an RFP.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$88,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$26,400.00
4.	New maximum contract amount:	\$114,400.00
	and/or the termination date of the original contract has changed to:	12/31/2010

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 426.550, NRS 426.600

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the time or the experience to provide this service, nor the proper licensing and certification in Optometry with special training in low vision.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

- a. If yes, list the names of vendors that submitted proposals:

Not Applicable

- b. Solicitation Waiver: **Not Applicable**

- c. Why was this contractor chosen in preference to other?

This contractor is providing satisfactory service for the Department of Employment, Training and Rehabilitation Division, Rehabilitation Division and without this amendment, client services would be jeopardized during the interim of an RFP.

d. Last bid date: Anticipated re-bid date: 04/01/2010

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

- b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

- c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

- d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Southern California College of Optometry has been providing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired since August 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Pending - This is a private college. They have submitted their SBL application, but as of May 13 2010, it has not been posted.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval	rolso1	03/10/2010 13:37:14 PM
Division Approval	dbrau1	04/27/2010 09:41:10 AM
Department Approval	tnash	04/30/2010 10:58:25 AM
Contract Manager Approval	tnash	04/30/2010 10:58:29 AM
Budget Analyst Approval	knielsen	05/13/2010 12:08:36 PM
Team Lead Approval	cwatson	05/14/2010 09:34:55 AM
BOE Agenda Approval	cwatson	05/14/2010 09:34:59 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5731**Amendment
Number: **1**Legal Entity
Name: **ASAP SERVICES**Agency Name: **REHABILITATION DIVISION**Contractor Name: **ASAP SERVICES**Agency Code: **901**Address: **3175 E WARM SPRINGS ROAD, ST 1**Appropriation Unit: **3265-09**Is budget authority
available?: **Yes**City/State/Zip **LAS VEGAS, NV 89120**

If "No" please explain: Not Applicable

Contact/Phone: **JULIA MURDOCK 7022104468**Vendor No.: **T81091328**NV Business ID: **NV20001318071**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	21.30 %	Fees	0.00 %
X	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1303-10-REHAB**

2. Contract start date:

a. Effective upon Board of
Examiner's approval? **No** or b. other effective date **09/08/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved
Termination Date: **09/30/2010**Contract term: **2 years and 22 days**4. Type of contract: **Contract**Contract description: **Educational Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides for assistance to school district staff in identifying and referring student/clients eligible for Vocational Rehabilitation services. This amendment extends the termination date from September 30, 2010 to September 30, 2011 and increases the maximum amount from \$1,165,000 to \$1,747,500 due to extended term of the contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$1,165,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$582,500.00
4.	New maximum contract amount:	\$1,747,500.00
	and/or the termination date of the original contract has changed to:	09/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to coordinate services between Vocational Rehabilitation and School Districts as required by Rehabilitation Services Administration, US Department of Education.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division doesn't have the staff to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

ASAP has performed similar services in the past, provided an excellent project plan and submitted the best overall proposal.

d. Last bid date: 06/01/2008 Anticipated re-bid date: 06/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the The Department of Employment, Training and Rehabilitation, Rehabilitation Division since September 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/26/2010 09:16:25 AM
Division Approval	dbrau1	05/04/2010 08:33:41 AM
Department Approval	tnash	05/04/2010 10:08:24 AM
Contract Manager Approval	tnash	05/04/2010 10:08:29 AM
Budget Analyst Approval	knielsen	05/11/2010 10:43:19 AM
Team Lead Approval	cwatson	05/14/2010 13:49:47 PM
BOE Agenda Approval	cwatson	05/14/2010 13:49:51 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5732**Amendment Number: **1**Legal Entity Name: **EASTER SEALS SIERRA NEVADA**Agency Name: **REHABILITATION DIVISION**Contractor Name: **EASTER SEALS SIERRA NEVADA**Agency Code: **901**Address: **6100 NEIL ROAD, # 201**Appropriation Unit: **3265-09**Is budget authority available?: **Yes**City/State/Zip: **RENO, NV 89511**

If "No" please explain: Not Applicable

Contact/Phone: **DON STROMQUIST 7753226555**Vendor No.: **T80991075**NV Business ID: **NV19501000183**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X	General Funds	21.30 %	Fees	0.00 %
X	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1304-10-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2010**Contract term: **3 years and 22 days**4. Type of contract: **Contract**Contract description: **Educational Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides assistance to the school district staff in identifying and referring student/clients eligible for Vocational Rehabilitation services. This amendment extends the termination date from September 30, 2010 to September 30, 2011 and increases the maximum amount from \$615,000 to \$922,500 due to the extended term of the contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$615,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$307,500.00
4.	New maximum contract amount:	\$922,500.00
	and/or the termination date of the original contract has changed to:	09/30/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to coordinate services between Vocational Rehabilitation and School Districts as required by Rehabilitation Services Administration, US Department of Education.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division doesn't have the staff to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Easter Seals Sierra Nevada has performed similar services in the past, provided an excellent project plan, and submitted the best overall proposal.

d. Last bid date: 06/01/2008 Anticipated re-bid date: 06/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been performing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division since September 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/26/2010 09:29:42 AM
Division Approval	tnash	05/03/2010 16:26:46 PM
Department Approval	tnash	05/03/2010 16:26:51 PM
Contract Manager Approval	tnash	05/03/2010 16:26:54 PM
Budget Analyst Approval	knielsen	05/11/2010 10:15:57 AM
Team Lead Approval	cwatson	05/14/2010 13:51:51 PM
BOE Agenda Approval	cwatson	05/14/2010 13:51:55 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10820**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4767-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DEPARTMENT OF CORRECTIONS**Contractor Name: **DEPARTMENT OF CORRECTIONS**Address: **ATTN BABB, PAM ADMINISTRATION
PO BOX 7011**City/State/Zip: **CARSON CITY, NV 89702-7011**Contact/Phone: **null775-8873219**Vendor No.: **D44000026**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **1504-11-WSU**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry**

5. Purpose of contract:

This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) program which will provide pre-release and post-release assistance to inmates and felons through a holistic program that incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services.

The Nevada Department of Corrections (NDOC) will oversee all aspects of the project and coordinate with service provider(s) to ensure a seamless transition for offenders from pre-release through post-release activities with re-entry into Nevada communities. NDOC shall refer a sufficient number of post-released individuals to selected/identified service providers to meet the conditions of program participation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$361,200.00**

Other basis for payment: The Nevada Department of Corrections (NDOC) agrees to provide the services set forth in paragraph (6) at a cost not to exceed \$361,200 for the term of the contract. DETR will process payment when an approved request for funds is received from NDOC, normally once each month for the duration of the contract. The total amount for this contract is not to exceed \$361,200.

II. JUSTIFICATION

7. What conditions require that this work be done?

Recidivism program to provide inmates and felons with proper rehabilitation in accordance with the Workforce Investment Act and Wagner- Pyser of 2009.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governors Workforce Investment Board designated the local workforce investment boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal agreement

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	04/21/2010 15:12:44 PM
Division Approval	tnash	04/30/2010 10:48:30 AM
Department Approval	tnash	04/30/2010 10:48:34 AM
Contract Manager Approval	tnash	04/30/2010 10:48:37 AM
Budget Analyst Approval	knielsen	05/18/2010 11:27:14 AM
Team Lead Approval	cwatson	05/19/2010 08:43:04 AM
BOE Agenda Approval	cwatson	05/19/2010 08:43:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10575**Agency Name: **EMPLOYMENT SECURITY DIVISION**Legal Entity Name: **FISHER PEN COMPANY DBA FISHER SPACE PEN CO.**Contractor Name: **FISHER PEN COMPANY DBA FISHER SPACE PEN CO.**Agency Code: **902**Address: **711 YUCCA ST**Appropriation Unit: **4767-12**Is budget authority available?: **Yes**City/State/Zip: **BOULDER CITY, NV 89005**

If "No" please explain: Not Applicable

Contact/Phone: **null702/293-3011**Vendor No.: **T27019979**NV Business ID: **NV19661249544**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % State Career Enhancement Program

Agency Reference #: **FY10-CEP-FISHER**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **01/31/2012**Contract term: **1 year and 244 days**4. Type of contract: **Contract**Contract description: **Incumbent Training**

5. Purpose of contract:

This is a new contract to train incumbent workers in the LEAN (creating more values for customers with less resources) office method and LEAN Manufacturing and Production Techniques to improve efficiency and productivity. Training is expected to create new positions within the company as current employees advance once training is complete. In addition, successful completion is anticipated to identify new products and new markets for increased distribution and market share.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$51,150.00**

Other basis for payment: Training will be provided to a minimum of 54 trainees with a maximum contract amount not to exceed \$51,150.00 for the term of the contract. State will process payment when approved request for funds form is received and approved by the Department, normally once a month for the duration of the contract and not to exceed \$51,150.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 612.607 has been revised in that the Career Enhancement Program funds be used to benefit all Nevada workers, employed or unemployed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The division does not employ staff whose responsibility is to provide training, only to connect workers to training opportunities.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Quality of proposal (1 of 5 awarded) The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 08/10/2009 Anticipated re-bid date: 02/09/2010

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/26/2010 10:10:22 AM
Division Approval	tnash	04/30/2010 10:50:40 AM
Department Approval	tnash	04/30/2010 10:50:43 AM
Contract Manager Approval	tnash	04/30/2010 10:50:46 AM
Budget Analyst Approval	knielsen	05/10/2010 17:04:35 PM
Team Lead Approval	cwatson	05/14/2010 09:13:51 AM
BOE Agenda Approval	cwatson	05/14/2010 09:13:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10991**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4767-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Parole and Probation

Contractor Name: **Parole and Probation**Address: **DEPARTMENT OF PUBLIC SAFETY
1445 Old Hot Springs Rd #104**City/State/Zip: **CARSON CITY, NV 89706**

Contact/Phone: Chapman, Julie (775)6842647

Vendor No.:

NV Business ID: exempt

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 1519-11-WSU

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-entry**

5. Purpose of contract:

This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) program which will provide pre-release and post-release assistance to inmates and felons through a holistic program that incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services.**Parole and Probation will be responsible for monitoring Nevada inmates and/or parolees, housed at Casa Grande Transitional Center, which will include hiring two employees who will be assigned to this project. Parole and Probation will also coordinate with the Parole Board to make placement into the PRIDE Program a condition of an inmates parole. NDPS Parole and Probation will be responsible for discussing the rules, regulations, and the expectations of parole and the PRIDE Program to participants.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,808.00**

Other basis for payment: The Nevada Department of Public Safety (NDPS) agrees to provide the services set forth in paragraph (6) at a cost not to exceed \$160,808 for the term of the contract. The total amount for this contract is not to exceed \$160,808.

II. JUSTIFICATION

7. What conditions require that this work be done?

This Contract shall be construed and interpreted according to the regulations and laws of the State of Nevada

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have the equipment to do this type of work.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No
 a. If yes, list the names of vendors that submitted proposals:
 Not Applicable
 b. Solicitation Waiver: **Not Applicable**
 c. Why was this contractor chosen in preference to other?
 Interlocal agreement
 d. Last bid date: Anticipated re-bid date:
 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")
 No
 b. Is the contractor a current employee of the State of Nevada?
 No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
 Not Applicable
 c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?
 No If "Yes", please provide employment termination date.
 d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
 No If "Yes", please explain
 Not Applicable
 12. Has the contractor ever been engaged under contract by any State agency?
 No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
 Not Applicable
 13. Is the contractor currently involved in litigation with the State of Nevada?
 No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
 Not Applicable
 14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity
 15. Not Applicable
 16. Not Applicable
 17. Not Applicable
 18. Agency Field Contract Monitor:
 19. Contract Status:
 Contract Approvals:
- | Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 04/21/2010 15:14:48 PM |
| Division Approval | tnash | 05/13/2010 12:42:16 PM |
| Department Approval | tnash | 05/13/2010 12:42:19 PM |
| Contract Manager Approval | tnash | 05/13/2010 12:42:22 PM |
| Budget Analyst Approval | knielsen | 05/18/2010 11:26:21 AM |
| Team Lead Approval | cwatson | 05/19/2010 08:45:36 AM |
| BOE Agenda Approval | cwatson | 05/19/2010 08:45:41 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10948**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Agency Code:	902	Contractor Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Appropriation Unit:	4767-12	Address:	7251 W LAKE MEAD BLVD STE 200
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89128
If "No" please explain:	Not Applicable	Contact/Phone:	702/638-8750
		Vendor No.:	T81079028
		NV Business ID:	exempt

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 1506-11-WSU

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Re-Entry**

5. Purpose of contract:

This is a new interlocal agreement to provide pre-release and post-release assistance through a holistic program, Creating Hope and Modeling Personal Success (CHAMPS), that incorporates intensive case management; transitional housing; employment training and placement; life skills training; mental health services; substance and drug abuse counseling; mentoring; and other comprehensive transitional services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$443,800.00**

Other basis for payment: State will reimburse actual salary and benefit costs on a monthly basis when a request for reimbursement and backup documentation are submitted to and approved by DETR(s) Workforce Investment Support Services (WISS) section. State will only reimburse travel related costs at state rates when the travel has been pre-approved by DETR and the request for reimbursement and back up documentation are submitted and approved by WISS section. Request for reimbursements will not exceed the contract maximum of \$443,800 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

SNWIB shall serve as lead staff to ensure coordination and strategic problem solving among service and training providers to best meet participant long/short term employment and training needs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governors Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal agreement

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SNWIB has been under contract with the Department of Employment, Training and Rehabilitation since 1996 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	04/21/2010 15:13:50 PM
Division Approval	tnash	05/06/2010 12:28:15 PM
Department Approval	tnash	05/06/2010 12:28:17 PM
Contract Manager Approval	tnash	05/06/2010 12:28:20 PM
Budget Analyst Approval	knielsen	05/17/2010 15:12:13 PM
Team Lead Approval	cwatson	05/18/2010 10:18:15 AM
BOE Agenda Approval	cwatson	05/18/2010 10:18:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11069**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADAWORKS**Contractor Name: **NEVADAWORKS**Address: **BLDG A
6490 S MCCARRAN BLVD STE 1
RENO, NV 89509-6119**City/State/Zip: **RENO, NV 89509-6119**Contact/Phone: **null775/284-1338**Vendor No.: **T27003177**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **PY10-DW-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Speciality Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to dislocated workers in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,035,689.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$3,035,689.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:00:52 AM
Division Approval	rolso1	05/05/2010 10:30:06 AM
Department Approval	rolso1	05/05/2010 10:30:09 AM
Contract Manager Approval	tnash	05/05/2010 10:59:38 AM
Budget Analyst Approval	knielsen	05/14/2010 11:02:06 AM
Team Lead Approval	cwatson	05/14/2010 13:40:44 PM
BOE Agenda Approval	cwatson	05/14/2010 13:40:48 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11070**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADAWORKS**Contractor Name: **NEVADAWORKS**Address: **BLDG A
6490 S MCCARRAN BLVD STE 1
RENO, NV 89509-6119**City/State/Zip: **RENO, NV 89509-6119**Contact/Phone: **null775/284-1338**Vendor No.: **T27003177**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

Fees 0.00 %

X Federal Funds **100.00 %**

Bonds 0.00 %

Highway Funds 0.00 %

Other funding 0.00 %

Agency Reference #: **PY10-A-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to adults in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,880,702.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,880,702.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division?

No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:01:23 AM
Division Approval	rolso1	05/05/2010 10:31:07 AM
Department Approval	rolso1	05/05/2010 10:31:14 AM
Contract Manager Approval	tnash	05/05/2010 10:58:45 AM
Budget Analyst Approval	knielsen	05/14/2010 11:00:42 AM
Team Lead Approval	cwatson	05/14/2010 13:42:25 PM
BOE Agenda Approval	cwatson	05/14/2010 13:42:29 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11076**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADAWORKS**Contractor Name: **NEVADAWORKS**Address: **BLDG A
6490 S MCCARRAN BLVD STE 1**City/State/Zip: **RENO, NV 89509-6119**Contact/Phone: **null775/284-1338**Vendor No.: **T27003177**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY10-Y-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

DETR is requesting retroactive approval to April 1, 2010. All Workforce Investment Act Youth Funds become effective April 1, however, the allotment information was not received from the U.S. Department of labor until March 30, 2010. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Boards and preparing contracts.

3. Termination Date: **06/30/2012**Contract term: **2 years and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Youth Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to youth in northern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,818,819.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$1,818,819.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1998. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:02:33 AM
Division Approval	rolso1	05/05/2010 10:31:53 AM
Department Approval	rolso1	05/05/2010 10:31:58 AM
Contract Manager Approval	tnash	05/05/2010 12:00:19 PM
Budget Analyst Approval	knielsen	05/12/2010 11:12:50 AM
Team Lead Approval	cwatson	05/14/2010 13:45:57 PM
BOE Agenda Approval	cwatson	05/14/2010 13:46:01 PM
BOE Final Approval	Pending	

MEMORANDUM

DATE: May 5, 2010

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cindy Jones, Deputy Director, DETR/Administrator, ESD



SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2010 WIA Youth Allotments - Nevadaworks

The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to April 1, 2010. All WIA Youth funds become effective in April, however, the allotment information was not received from the U. S. Department of Labor until March 30, 2010. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2010.

Thank you for your consideration of this request.

AG:ern

Attachments: Contract
Contract Summary

#139

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11097**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOUTHERN NEVADA WORKFORCE**Contractor Name: **SOUTHERN NEVADA WORKFORCE**Address: **INVESTMENT BOARD
7251 W LAKE MEAD BLVD STE 200**City/State/Zip: **LAS VEGAS, NV 89128**Contact/Phone: **David Jefferson 702/638-8750**Vendor No.: **T81079028**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY10-Y-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

All WIA Youth funds became effective in April; however, the allotment information was not received from the U.S. Department of Labor until March 30, 2010. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

3. Termination Date: **06/30/2012**Contract term: **2 years and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Speciality Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to youth in southern Nevada as required by the Workforce Investment Act of 1998: CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,687,843.00**

Other basis for payment: State will process payment when approved request for funds is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$4,687,843.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal Contract

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Southern Nevada Workforce Investment Board has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	05/05/2010 16:13:32 PM
Division Approval	tnash	05/05/2010 16:13:53 PM
Department Approval	tnash	05/05/2010 16:13:56 PM
Contract Manager Approval	tnash	05/05/2010 16:13:58 PM
Budget Analyst Approval	knielsen	05/17/2010 13:37:53 PM
Team Lead Approval	cwatson	05/18/2010 10:14:33 AM
BOE Agenda Approval	cwatson	05/18/2010 10:14:37 AM
BOE Final Approval	Pending	

MEMORANDUM

DATE: May 5, 2010

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cindy Jones, Deputy Director, DETR/Administrator, ESD

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2010 WIA Youth Allotments Southern Nevada Workforce Investment Board

The Department of Employment, Training and Rehabilitation respectfully requests approval of the attached contract with Southern Nevada Workforce Investment Board (SNWIB) retroactive to April 1, 2010. All WIA Youth funds become effective in April, however, the allotment information was not received from the U. S. Department of Labor until March 30, 2010. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by SNWIB under this contract provide an important function that ensures employment and training services to southern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2010.

Thank you for your consideration of this request.

CAJ:ern

Attachments: Contract
Contract Summary

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11065**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Agency Code:	902	Contractor Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Appropriation Unit:	4770-11	Address:	7251 W LAKE MEAD BLVD STE 200
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89128
If "No" please explain:	Not Applicable	Contact/Phone:	David Jefferson 702/638-8750
		Vendor No.:	T81079028
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY10-GR(09)-JASN-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Youth Employment**

5. Purpose of contract:

This is a new interlocal agreement to provide job shadowing opportunities to 500 youth in the Las Vegas area. The students will be selected from targeted high risk schools.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,000.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$48,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act of 1998.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal - Nevada Revised Statute 277.180
Governor's Designated Agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Southern Nevada Workforce Investment Board has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:17:35 AM
Division Approval	tnash	05/05/2010 11:53:36 AM
Department Approval	tnash	05/05/2010 11:53:39 AM
Contract Manager Approval	tnash	05/05/2010 11:53:41 AM
Budget Analyst Approval	knielsen	05/17/2010 10:04:27 AM
Team Lead Approval	cwatson	05/18/2010 10:04:48 AM
BOE Agenda Approval	cwatson	05/18/2010 10:04:53 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11072**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Agency Code: 902	Contractor Name: SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Appropriation Unit: 4770-11	Address: 7251 W LAKE MEAD BLVD STE 200
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: null702/638-8750
	Vendor No.: T81079028
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY10-A-02**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to adults in southern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,959,366.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$6,959,366.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Southern Nevada Workforce Investment Board (SNWIB) has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:18:05 AM
Division Approval	tnash	05/05/2010 15:55:25 PM
Department Approval	tnash	05/05/2010 15:55:27 PM
Contract Manager Approval	tnash	05/05/2010 17:22:53 PM
Budget Analyst Approval	knielsen	05/13/2010 16:20:43 PM
Team Lead Approval	cwatson	05/14/2010 09:40:52 AM
BOE Agenda Approval	cwatson	05/14/2010 09:41:02 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11068**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Agency Code:	902	Contractor Name:	SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD
Appropriation Unit:	4770-11	Address:	7251 W LAKE MEAD BLVD STE 200
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89128
If "No" please explain:	Not Applicable	Contact/Phone:	null702/638-8750
		Vendor No.:	T81079028
		NV Business ID:	Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY10-DW-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Speciality Services**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to dislocated workers in southern Nevada as required by the Workforce Investment Act (WIA): CFR Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,102,209.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$5,102,209.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Southern Nevada Workforce Investment Board (SNWIB) has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:18:24 AM
Division Approval	tnash	05/05/2010 15:54:37 PM
Department Approval	tnash	05/05/2010 15:54:39 PM
Contract Manager Approval	tnash	05/05/2010 17:23:22 PM
Budget Analyst Approval	knielsen	05/14/2010 10:08:57 AM
Team Lead Approval	cwatson	05/14/2010 13:22:41 PM
BOE Agenda Approval	cwatson	05/14/2010 13:22:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11061**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	Southern Nevada Workforce Investment Board
Agency Code:	902	Contractor Name:	Southern Nevada Workforce Investment Board
Appropriation Unit:	4770-11	Address:	SNWIB
Is budget authority available?:	Yes		7251 W. Lake Mead Blvd.
If "No" please explain:	Not Applicable	City/State/Zip	Las Vegas, NV 89128
		Contact/Phone:	David Jefferson 702-638-8750
		Vendor No.:	T81079028
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY10-GR(09)-Project 5000-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Youth Employment**

5. Purpose of contract:

This is a new contract to provide youth employment services to 1500 students who will be graduating from high school to provide them with workplace experiences necessary to learn, grow, and become excellent employees, entrepreneurs, and leaders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$1,000,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required the employment and training services in compliance with the Workforce Investment Act.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal - Nevada Revised Statute 277.180
Governor's Designated Agency

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SNWIB has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and is performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:16:34 AM
Division Approval	rolso1	05/05/2010 11:32:55 AM
Department Approval	rolso1	05/05/2010 11:33:00 AM
Contract Manager Approval	tnash	05/05/2010 11:50:38 AM
Budget Analyst Approval	knielsen	05/14/2010 09:32:42 AM
Team Lead Approval	cwatson	05/14/2010 13:21:18 PM
BOE Agenda Approval	cwatson	05/14/2010 13:21:21 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11062**

Agency Name:	EMPLOYMENT SECURITY DIVISION	Legal Entity Name:	Southern Nevada Workforce Investment Board
Agency Code:	902	Contractor Name:	Southern Nevada Workforce Investment Board
Appropriation Unit:	4770-11	Address:	SNWIB
Is budget authority available?:	Yes		7251 W. Lake Mead Blvd. #200
If "No" please explain:	Not Applicable	City/State/Zip	Las Vegas , NV 89128
		Contact/Phone:	David Jefferson 702-638-8750
		Vendor No.:	T81079028
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY10-GR(09)-Youth Build - 02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Youth Employment**

5. Purpose of contract:

This is a new interlocal agreement to provide a comprehensive youth and community development program to assist youth in low-income communities in southern Nevada with several core issues such as education, housing, jobs, and leadership development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$94,000.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$94,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act of 1998.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal - Nevada Revised Statute 277.180
Governor's Designated Agency

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SNWIB has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:17:02 AM
Division Approval	tnash	05/05/2010 11:51:53 AM
Department Approval	tnash	05/05/2010 11:51:56 AM
Contract Manager Approval	tnash	05/05/2010 11:51:59 AM
Budget Analyst Approval	knielsen	05/17/2010 10:12:16 AM
Team Lead Approval	cwatson	05/18/2010 10:07:38 AM
BOE Agenda Approval	cwatson	05/18/2010 10:07:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11064**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Southern Nevada Workforce Investment Board

Contractor Name: **Southern Nevada Workforce Investment Board**Address: **SNWIB****7251 W. Lake Mead Blvd., #200**City/State/Zip: **Las Vegas , NV 89128**

Contact/Phone: David Jefferson 702-638-8750

Vendor No.: T81079028

NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY10-GR(09)-CCSBI-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2010**Contract term: **121 days**4. Type of contract: **Interlocal Agreement**Contract description: **Youth Employment**

5. Purpose of contract:

This is a new interlocal agreement to provide employment services to high school juniors and seniors and college freshman who are matched to an eight week internship and is based on the student's area of interest.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$380,000.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$380,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act of 1998.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal - Nevada Revised Statute 277.180
Governor's Designated Agency

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Southern Nevada Workforce Investment Board has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:17:16 AM
Division Approval	tnash	05/05/2010 11:52:41 AM
Department Approval	tnash	05/05/2010 11:52:44 AM
Contract Manager Approval	tnash	05/17/2010 14:39:00 PM
Budget Analyst Approval	knielsen	05/17/2010 14:51:06 PM
Team Lead Approval	cwatson	05/18/2010 10:16:10 AM
BOE Agenda Approval	cwatson	05/18/2010 10:16:14 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11031**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BP NEVADA, INC. DBA BATTERIES PLUS #350**Contractor Name: **BP NEVADA, INC. DBA BATTERIES PLUS #350**Address: **1400 S CARSON ST**City/State/Zip: **CARSON CITY, NV 89701**Contact/Phone: **JEFF FINCH 775/884-0566**Vendor No.: **PUR0003620**NV Business ID: **NV20011323550**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ALL DETR Budget Accounts

Agency Reference #: **1533-11-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 29 days**4. Type of contract: **Contract**Contract description: **Batteries**

5. Purpose of contract:

This is a new contract to provide and install 80 batteries for the uninterrupted power supply (UPS) unit in the computer room at the Department of Employment, Training and Rehabilitation located at 500 East Third Street in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,760.00**

Other basis for payment: Batteries \$13,240.00 (80 x 165.50) and delivery with installation \$520.00 with one year warranty on the invoice with the total contract not to exceed \$13,760.00

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide install 80 batteries for the UPS unit in Computer room at DETR 500 E. Third St.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not possess the time or resources or expertise required to provide install batteries.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest bid.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Batteries Plus was providing satisfactory service to Nevada Department of Information and Technology and Nevada Homeland Security.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/30/2010 15:17:48 PM
Division Approval	rolso1	05/05/2010 09:46:23 AM
Department Approval	rolso1	05/05/2010 09:46:28 AM
Contract Manager Approval	tnash	05/05/2010 10:14:28 AM
Budget Analyst Approval	knielsen	05/13/2010 12:21:35 PM
Team Lead Approval	cwatson	05/18/2010 10:13:15 AM
BOE Agenda Approval	cwatson	05/18/2010 10:13:21 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5379**Amendment Number: **1**Agency Name: **EMPLOYMENT SECURITY DIVISION**Legal Entity Name: **CASHMAN EQUIPMENT COMPANY**Agency Code: **902**Contractor Name: **CASHMAN EQUIPMENT COMPANY**Appropriation Unit: **All Appropriations**Address: **600 GLENDALE AVE**Is budget authority available?: **Yes**City/State/Zip: **SPARKS, NV 89431**

If "No" please explain: Not Applicable

Contact/Phone: **JERRY OLP 775/358-5111**Vendor No.: **PUR0000249A**NV Business ID: **nv19601000406**To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR Budget Accounts

Agency Reference #: **1240-10-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2010**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides preventive maintenance on the State Administrative Office generator which is the emergency power supply to the agency's computer facility during electrical outages. This amendment exercises the option to renew for an additional two years which extends the termination date from June 30, 2010 to June 30, 2012 and increases the maximum amount from \$50,000 to \$100,000 due to the extended term of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$100,000.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Preventive maintenance on the generator which is the emergency power supply for the agency computer facility.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have the equipment or expertise.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Original contract had the option to renew for an additional two years.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Cashman Equipment has been providing satisfactory service to the Department of Employment, Training and Rehabilitation since 2004.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	04/05/2010 08:37:57 AM
Division Approval	tnash	04/30/2010 10:57:29 AM
Department Approval	tnash	04/30/2010 10:57:31 AM
Contract Manager Approval	tnash	05/14/2010 11:47:37 AM
Budget Analyst Approval	knielsen	05/17/2010 10:46:24 AM
Team Lead Approval	cwatson	05/18/2010 10:11:08 AM
BOE Agenda Approval	cwatson	05/18/2010 10:11:12 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV6334**Amendment Number: **1**Agency Name: **EMPLOYMENT SECURITY DIVISION**Legal Entity Name: **Canyon Electric Company, inc.**Agency Code: **902**Contractor Name: **Canyon Electric Company, inc.**Appropriation Unit: **All Budget Accounts - Category 04**Address: **PO Box 363369**Is budget authority available?: **Yes**City/State/Zip: **North Las Vegas, NV 89036**If "No" please explain: **Not Applicable**Contact/Phone: **Bill Peot 702384474710**Vendor No.: **T27003566**NV Business ID: **NV19881005351**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ALL DETR Budget Accounts

Agency Reference #: **1353-11-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **2 years and 60 days**4. Type of contract: **Contract**Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides regular and emergency electrical / lighting installations, repairs, and maintenance services for all needed projects for DETR facilities. This amendment increases the maximum amount from \$8,500 to \$17,000 due to increased volume of service.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$8,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$8,500.00
4. New maximum contract amount:	\$17,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to maintain electrical/lighting systems, etc for staff and computer systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have the equipment or expertise to do this type of work.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in vendor pool

d. Last bid date: 03/02/2009 Anticipated re-bid date: 03/01/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Canyon Electric Company, Inc. is a current vendor for the Department of Employment, Training and Rehabilitation. Providing satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	rolso1	03/26/2010 10:41:00 AM
Division Approval	tnash	04/30/2010 10:52:35 AM
Department Approval	tnash	04/30/2010 10:52:39 AM
Contract Manager Approval	tnash	04/30/2010 10:52:42 AM
Budget Analyst Approval	knielsen	05/13/2010 09:19:41 AM
Team Lead Approval	cwatson	05/14/2010 09:25:00 AM
BOE Agenda Approval	cwatson	05/14/2010 09:25:05 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10876**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LAS VEGAS INTERPRETERS**Contractor Name: **LAS VEGAS INTERPRETERS**Address: **CONNECTION LLC
4616 W SAHARA AVE STE 407**City/State/Zip: **LAS VEGAS, NV 89102**Contact/Phone: **Miriam Jimenez 702/868-5842**Vendor No.: **T27005869**NV Business ID: **NV20031202421**To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ALL DETR Budget Accounts

Agency Reference #: **1509-12-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **05/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years and 61 days**4. Type of contract: **Contract**Contract description: **Interpreter**

5. Purpose of contract:

This is a new contract to provide interpretation services at Unemployment Insurance hearings and other meetings. These require interpreters to be fluent in both languages and the interpretation must be on a word-for-word basis for clients.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: \$74.00 (per case up to 1 hour), \$118.00 (per case from 1 hour to 2 1/2 hours) then \$74.00 for each additional hour, A 24 hour cancellation notice is required otherwise a minimum of 1 hour payment of \$74.00 will be due, with the total Contract not to exceed \$20,000.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Department of Labor requirement for interpreters at Unemployment Insurance Hearing.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Need to accomplish this work insufficient staff.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in a vendor pool.

d. Last bid date: 03/03/2008 Anticipated re-bid date: 03/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Las Vegas Interpreter Connection, LLC is currently providing satisfactory services to the Department of Employment, Training and Rehabilitation.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/30/2010 09:24:07 AM
Division Approval	tnash	05/05/2010 17:21:58 PM
Department Approval	tnash	05/05/2010 17:22:01 PM
Contract Manager Approval	tnash	05/05/2010 17:22:03 PM
Budget Analyst Approval	knielsen	05/11/2010 09:29:45 AM
Team Lead Approval	cwatson	05/14/2010 09:27:22 AM
BOE Agenda Approval	cwatson	05/14/2010 09:27:25 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV3938**Amendment Number: **3**Agency Name: **EMPLOYMENT SECURITY DIVISION**Legal Entity Name: **McNeil's Cleaning Service**Agency Code: **902**Contractor Name: **McNeil's Cleaning Service**Appropriation Unit: **All Appropriations**Address: **PO Box 40916**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89504**

If "No" please explain: Not Applicable

Contact/Phone: **Charles McNeil 7753594422**Vendor No.: **T81015272**NV Business ID: **1006540431**To what State Fiscal Year(s) will the contract be charged? **2008-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All Detr Budget Accounts

Agency Reference #: **1134-11-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2007**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract, which provides janitorial services on an as needed basis at DETR's Fallon facility. This amendment increases the maximum amount from \$26,516 to \$35,516 due to a greater than anticipated utilization of services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$17,016.00
3. Amount of current contract amendment:	\$9,000.00
4. New maximum contract amount:	\$35,516.00

II. JUSTIFICATION

7. What conditions require that this work be done?

To maintain premises in as clean and sanitary a manner as possible for staff and public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff is not available and does not have the correct cleaning equipment.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

d. Last bid date: 01/01/2007 Anticipated re-bid date: 01/03/2011

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

McNeil's Cleaning Service is currently and had been providing satisfactory service to the Departmentt of Employment, Training and Rehabilitation since 2000.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:03:15 AM
Division Approval	tnash	05/05/2010 15:03:33 PM
Department Approval	tnash	05/05/2010 15:03:37 PM
Contract Manager Approval	tnash	05/18/2010 15:35:06 PM
Budget Analyst Approval	knielsen	05/18/2010 15:36:27 PM
Team Lead Approval	cwatson	05/19/2010 08:56:42 AM
BOE Agenda Approval	cwatson	05/19/2010 08:56:47 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11093**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Contractor Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Address: **5475 LOUIE LN STE A**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Dave Giles 775/852-3555**Vendor No.: **PUR0002572A**NV Business ID: **NV20021334287**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	☒ Other funding	100.00 % All DETR Budget Accounts.

Agency Reference #: **1538-10-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2010**Contract term: **182 days**4. Type of contract: **Contract**Contract description: **Building Security**

5. Purpose of contract:

This is a new contract to install an Access Card System at two Department of Employment, Training and Rehabilitation locations in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,978.00**

Other basis for payment: Contract or installments payable: The two locations will be paid within 30 days upon receipt and approval of a fully completed project deliverable invoice. The total contract shall not exceed \$47,978.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

The keys systems at the two sites are obsolete and all necessary replacement parts are no longer available. Also, both sites now require increased security due to frustrated unemployment insurance claimants and employers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State does not have the specific knowledge to install this time of system.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was the only vendor that responded to the bid.

d. Last bid date: 03/24/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/13/2010 13:19:50 PM
Division Approval	tnash	05/13/2010 13:23:10 PM
Department Approval	tnash	05/13/2010 13:23:12 PM
Contract Manager Approval	tnash	05/13/2010 13:23:15 PM
Budget Analyst Approval	knielsen	05/14/2010 11:07:57 AM
Team Lead Approval	cwatson	05/14/2010 13:43:33 PM
BOE Agenda Approval	cwatson	05/14/2010 13:43:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11089**Agency Name: **DETR ADMINISTRATIVE SERVICES**
Agency Code: **908**Legal Entity Name: **ACCRA DBA THE COUNCIL FOR**
Contractor Name: **ACCRA DBA THE COUNCIL FOR**
Address: **COMMUNITY & ECONOMIC
RESEARCH
PO BOX 100127
ARLINGTON, VA 22210**Appropriation Unit: **3273-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

City/State/Zip: **ARLINGTON, VA 22210**
Contact/Phone: **null703/522-4980**
Vendor No.: **T81005463**
NV Business ID: **NV476034376**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1517-11-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17530), providing the authority to expend Grant proceeds, was approved on March 3, 2010. We request retro-active status with a start date of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Contract**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new contract to provide a venue for the Labor Market Information Training Institute to direct its part of the work program and to integrate its activities with other project tasks, ensuring that the training re-design is implemented in close collaboration with plans to re-write the projections suite software, develop appropriate documentation, and integrate an understanding of green employment opportunities. Furthermore, this task provides an opportunity for institute staff to review the existing training in action as a way to ensure that the new e-learning environment captures the most critical elements of current activities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$322,825.00**

Payment for services will be made at the rate of \$26,902.08 per Month

Other basis for payment: Payment is to be made upon Board of Examiners approval in equal monthly installments with the submission of an approved invoice. The total Contract amount is not to exceed \$322,825 for the entire contract

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the Consortiums fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100505

Approval Date: 05/06/2010

c. Why was this contractor chosen in preference to other?

As directed by the Grant Consortium.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:14:26 AM
Division Approval	tnash	05/14/2010 11:48:44 AM
Department Approval	tnash	05/14/2010 11:48:48 AM
Contract Manager Approval	tnash	05/14/2010 11:48:51 AM
Budget Analyst Approval	knielsen	05/18/2010 14:18:34 PM
Team Lead Approval	cwatson	05/19/2010 08:51:55 AM
BOE Agenda Approval	cwatson	05/19/2010 08:51:58 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



DETR

Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

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Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", with a stylized flourish at the end.

Larry J. Mosley
Director

tln

#153



JIM
GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

Purchasing Use Only
#100505

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: William Anderson, Chief Economist
Nevada Department of Employment, Training and Rehabilitation, Research and Analysis Bureau, 500 E. Third St., Carson City, NV 89713, (775) 684-0387,
WDANDERSON@nvdetr.org

Vendor contact information: Sean McNamara, The Labor Market Information Training Institute, COO and Executive Vice President, PO Box 100127, Arlington, VA 22210, (703) 522-4980, ext. 1010, sam@c2er.org
b. Type of waiver requested: ☐ Sole or single source ☒ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased: Vendor is to support the development of eight training courses from the ~~Projections~~ ~~Management Partnership~~ for face-to-face delivery and the conversion of those curricula to e-learning delivery formats. Support activities include arranging for subject matter experts, facilitating development, scheduling of beta testing and other activities necessary for e-learning development. Final product will be the curriculum created by the vendor.
3. Describe the unique qualification required for the service or good to be purchased: Vendor has extensive experience working with labor market information and the state departments that are part of this ~~competition~~. Expertise in project management and services coordination will also be important to meeting required deadlines.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: ~~The timeline for delivery of final products is short~~ (18 months), given the size of the product. Previous experience with this vendor demonstrated a strong methodology for reaching the stated goal and flexibility working with subject matter experts.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: Inability to complete project.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. Vendors contracted for this project are identified and hired by the ~~Project Management Partnership~~ based on their history and expertise.

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7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? These decisions were made by the Projections Managing Partnership based on their unique knowledge in the subject matter areas.
8. What is the estimated value and length of the contract, amendment or request.
Estimated value of the contract is **\$322,868** over 18 months.
- a. New contract Y ☒ N ☐
- b. Amendment Y ☐ N ☒ Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Department of Employment,
Training and Rehabilitation, Research
and Analysis Bureau

Requesting agency

hereby requests approval for

The Labor Market Information
Training Institute

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>RD K L</u>	5-4-10
Agency Representative Initiating Request	Date
X <u>Rebecca Allen for Larry Mostey</u>	5.5.10
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

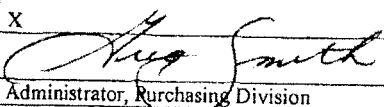
X <u>N/A</u>	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

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If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X	
	5-6-10
Administrator, Purchasing Division	Date

* See attached email containing additional information *

#

Cindy L. Stoeffler

From: Tami Nash
Sent: Wednesday, May 05, 2010 5:19 PM
To: Cindy L. Stoeffler; Greg Smith
Cc: James Lewandowski; William Anderson
Subject: Solicitation Waiver Requests
Attachments: Sean McNamara .doc; Paul LaForge .doc; Brenda Ann Miller .doc; Matt Lee .doc; lawrence_Less.doc

Historically, ~~DEPR's~~ Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners, with Nevada as the lead state and fiscal agent, successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative. The PMP's grant activities will involve the work of consortium states as well as private-sector vendors identified by the consortium.

In the case of these Grant-related contracts, Nevada is functioning solely as a fiscal agent for the consortium. ~~The contracted services are being provided to the State of Nevada. Nevada is only responsible for developing contracts based on statements of work from the states and independent contractors identified by the PMP and honoring invoices against those contracts.~~ The work involved revolves around significant re-writes of the existing employment/occupational projections software that is utilized by all states in the development of forecasts. ~~This projections system is not a Nevada system. It is maintained and hosted by the PMP. Therefore, DOIT is not involved with the system in any fashion whatsoever.~~

We have submitted solicitation waivers for the five private-sector vendor contractors. These contractors have a historical relationship working with the PMP. They have specific expertise with the projections system that has been developed over the years. Each vendor will be dealing with different aspects of the system.

If these contracts are not heard at the June 8th BOE meeting, my concern is that Nevada will be removed as fiscal agent and the consortium will be unable to satisfy the requirements of the grant.

Thank you.

Tami

*Tamara L. Nash
Assistant to the Director
Department of Employment, Training and Rehabilitation
500 E. Third Street
Carson City, Nevada 89713*

775-684-3891 (work)

775-684-3908 (fax)

775-721-5318 (cell)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11100**Agency Name: **DETR ADMINISTRATIVE SERVICES**Agency Code: **908**Appropriation Unit: **3273-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ENVISIONTEL**Contractor Name: **ENVISIONTEL**Address: **2292 Bristol Street**City/State/Zip: **SUPERIOR, CO 80227**Contact/Phone: **null303-440-8141**

Vendor No.:

NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

X Federal Funds **100.00 %**

Highway Funds 0.00 %

Fees 0.00 %

Bonds 0.00 %

Other funding 0.00 %

Agency Reference #: **1511-11-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17530), providing the authority to expend Grant proceeds, was approved on March 3, 2010. We request retro-active status with a start date of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Contract**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new contract to provide the Projection Management Program (PMP) eight (8) e-learning courses based on content leveraged from existing PMP training courses. Envisiontel will provide consulting services, design, content creation and development of curriculum and e-learning strategies using industry standard authoring tools and tracking guidelines. A customized deployment of the open source Learning Management System "Moodle" will be utilized to provide an effective means to deploy and manage course / curriculum structure and track participant progress.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$611,990.00**

Payment for services will be made at the rate of \$50,999.16 per Month

Other basis for payment: Payment is to be made upon Board of Examiners approval in equal monthly installments with the submission of an approved invoice. The total Contract amount is not to exceed \$611,990 for the entire contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grants Consortium. Nevada serves as the Consortium's fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100506

Approval Date: 05/06/2010

c. Why was this contractor chosen in preference to other?

As directed by the Grant Consortium.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

Pending

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

Budget Account Approval

jmacnab

05/06/2010 11:36:57 AM

Division Approval

tnash

05/18/2010 10:55:36 AM

Department Approval	tnash	05/18/2010 10:55:38 AM
Contract Manager Approval	tnash	05/18/2010 10:55:43 AM
Budget Analyst Approval	knielsen	05/21/2010 15:40:22 PM
Team Lead Approval	cwatson	05/24/2010 09:55:55 AM
BOE Agenda Approval	cwatson	05/24/2010 09:56:00 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



DETR

Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-7923 • Fax (702) 486-6426
500 E. Third Street • Carson City, Nevada 89713 • (775) 684-3911 • Fax (775) 684-3908

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Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", with a long, sweeping horizontal stroke extending to the right.

Larry J. Mosley
Director

tln

#154



JIM
GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0168

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

Purchasing Unit Only
100506

SOLICITATION WAIVER REQUEST FORM

1.
 - a. Identify State agency and the contact person's name, title, telephone number and email address for this request: William Anderson, Chief Economist Nevada Department of Employment, Training and Rehabilitation, Research and Analysis Bureau, 500 E. Third St., Carson City, NV 89713, (775) 684-0387, WDANDERSON@nvdetr.org
 - b. Vendor contact information: Matt Lee, President, Envisiontel, 2292 Bristol Street, Superior, CO 80027, (866) 441-9123, mlee@envisiontel.com
 - c. Type of waiver requested: ☐ Sole or single source ☒ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased: Vendor is to take eight ~~learning courses to develop a new~~ ~~Managing Partnership for face-to-face delivery~~ and convert those curricula to e-learning delivery formats. Delivery may include a facilitator. Final product will be the curriculum created by the vendor.
3. Describe the unique qualification required for the service or good to be purchased: Vendor has experience working with labor market information and an extensive background developing e-training using the Adobe Connect software already available through the state of Colorado.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: ~~The timeline for delivery of final products is less than 18 months~~, given the size of the product. Previous experience with this vendor demonstrated a strong methodology for reaching the stated goal and flexibility working with subject matter experts.
5. What are the potential consequences to the State of Nevada if the waiver request is ~~denied~~ and the service or good is competitively bid: Inability to complete project.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide ~~documentation~~. ~~Vendors considered for this project are identified and hired by the Projections Managing Partnership based on their history and expertise.~~

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7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? These decisions were made by the Projections Managing Partnership based on their unique knowledge in the subject matter areas.
8. What is the estimated value and length of the contract, amendment or request.
Estimated value of the contract is ~~\$50,000~~ over 18 months.
- a. New contract Y ☒ N ☐
- b. Amendment Y ☐ N ☒ Amendment No. _____
(provide copy of previous waiver(s))

Nevada Department of Employment,
Training and Rehabilitation, Research
and Analysis Bureau

Requesting agency

hereby requests approval for Brenda Ann Miller

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>[Signature]</u>	
Agency Representative Initiating Request	Date <u>5-4-10</u>
X <u>Renee J. Olson for Larry Mosley</u>	Date <u>5-5-10</u>
Agency Head/Division Chief/Authorized Designee	

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <u>N/A</u>	
Reviewing Agency/Entity Signature	Date

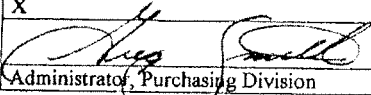
Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in

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become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X	
	5-6-10
Administrator, Purchasing Division	Date

* Please see attached email containing additional information *

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Cindy L. Stoëffler

From: Tami Nash
Sent: Wednesday, May 05, 2010 5:19 PM
To: Cindy L. Stoëffler; Greg Smith
Cc: James Lewandowski; William Anderson
Subject: Solicitation Waiver Requests
Attachments: Sean McNamara .doc; Paul LaForge .doc; Brenda Ann Miller .doc; Matt Lee .doc; lawrence_Less.doc

Historically, DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners, with Nevada as the lead-state and fiscal agent, successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative. The PMP's grant activities will involve the work of consortium states as well as private-sector vendors identified by the consortium.

In the case of these Grant-related contracts, Nevada is functioning solely as a fiscal agent for the consortium. No contracted services are being provided to the State of Nevada. Nevada is only responsible for developing contracts based on statements of work from the states and independent contractors identified by the PMP and honoring invoices against those contracts. The work involved revolves around significant re-writes of the existing employment/occupational projections software that is utilized by all states in the development of forecasts. This projections system is not a Nevada system. It is maintained and hosted by the PMP. Therefore, DOIT is not involved with the system in any fashion whatsoever.

We have submitted solicitation waivers for the five private-sector vendor contractors. These contractors have a historical relationship working with the PMP. They have specific expertise with the projections system that has been developed over the years. Each vendor will be dealing with different aspects of the system.

If these contracts are not heard at the June 8th BOE meeting, my concern is that Nevada will be removed as fiscal agent and the consortium will be unable to satisfy the requirements of the grant.

Thank you.

Tami

*Tamara L. Nash
Assistant to the Director
Department of Employment, Training and Rehabilitation
500 E. Third Street
Carson City, Nevada 89713*

775-684-3891 (work)
775-684-3908 (fax)
775-721-5318 (cell)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11034**Agency Name: **DETR ADMINISTRATIVE SERVICES**Agency Code: **908**Appropriation Unit: **3273-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ILLINOIS DEPT OF EMPLOYMENT**Contractor Name: **ILLINOIS DEPT OF EMPLOYMENT**Address: **SECURITY****33 S STATE ST**City/State/Zip: **CHICAGO, IL 60603**Contact/Phone: **null312/793-2316**Vendor No.: **T81033975**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1532-11-DETR-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17350), providing the authority to expend Grant proceeds was approved on March 3, 2010. We are requesting Retro-active status with start dates of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new interlocal agreement to identify state technical leads for each project area in the Projections Suite rewrite; monitor projections software development and implementation; and liaison between software development staff and the Projections Managing Partnership. In addition, the Illinois Department of Employment Security (IDES) will be the technical lead for the software rewrite for the short-term industry projections; skills based employment projections; and occupational descriptor. As technical lead, IDES will prioritize software feature and enhancement development; implement software acceptance testing among states; and assist in the development of software help documentation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$187,000.00**

Other basis for payment: \$62,333 will be paid upon Board of Examiners Approval and the submission of an approved invoice. \$62,333 will be paid on June 30, 2010 with the submission of an approved invoice. \$62,334 will be paid upon approval of deliverables with the submission of an approved invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the consortium's fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement - Public Agency

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Historically this vendor has provided services to the Projections Consortium.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	04/30/2010 10:51:26 AM
Division Approval	tnash	05/13/2010 12:40:35 PM
Department Approval	tnash	05/13/2010 12:40:38 PM
Contract Manager Approval	tnash	05/18/2010 14:38:18 PM
Budget Analyst Approval	cwatson	05/19/2010 08:54:06 AM
Team Lead Approval	cwatson	05/19/2010 08:54:10 AM
BOE Agenda Approval	cwatson	05/19/2010 08:54:15 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



DETNR
Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETNR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETNR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

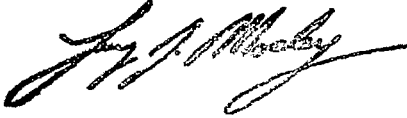
Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", with a stylized, flowing script.

Larry J. Mosley
Director

tlh

#155

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11106**Agency Name: **DETR ADMINISTRATIVE SERVICES**Agency Code: **908**Appropriation Unit: **3273-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LESS, LAWRENCE J**Contractor Name: **LESS, LAWRENCE J**Address: **2937 W CASE RD**City/State/Zip: **DUBLIN, OH 43017-1537**Contact/Phone: **null614/766-9089**Vendor No.: **T27024366**NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

X Federal Funds **100.00 %**

Highway Funds 0.00 %

Fees 0.00 %

Bonds 0.00 %

Other funding 0.00 %

Agency Reference #: **1536-11-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17350), providing the authority to expend Grant proceeds, was approved on March 3, 2010. We request retro-active status with a start date of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Contract**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new contract to provide research analysis for the subcommittee on the long-term industry projections software rewrite and devise recommendations on data processing flow, screen design, and technical specifications as well as prioritize software feature development; conduct software acceptance testing (including acceptance testing for the occupational descriptor software rewrite); provide oversight to research projects; lead the development of software help documentation; and contribute subject matter expertise for training redevelopment. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,000.00**

Other basis for payment: \$17,000; Five thousand six hundred (\$5,600) will be paid upon contract execution of the contract, a second installment of five thousand six hundred (\$5,600) will be paid on January 4, 2011, and a final installment of five thousand eight hundred (\$5,800) will be paid upon approval of deliverables. Payment is to be made upon Board of Examiners approval and the submission of an approved invoice. The total Contract amount is not to exceed \$17,000 for the entire contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the Consortiums fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100510

Approval Date: 05/06/2010

c. Why was this contractor chosen in preference to other?

As directed by the Grant Consortium.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been under contract with the Department of Employment, Training and Rehabilitation since 2009 and his performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/06/2010 14:57:49 PM
Division Approval	tnash	05/13/2010 15:09:38 PM
Department Approval	tnash	05/13/2010 15:09:41 PM
Contract Manager Approval	tnash	05/14/2010 10:55:38 AM

Budget Analyst Approval	knielsen	05/18/2010 12:14:49 PM
Team Lead Approval	cwatson	05/19/2010 08:47:25 AM
BOE Agenda Approval	cwatson	05/19/2010 08:47:29 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



DETNR

Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

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2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-7923 • Fax (702) 486-6426
500 E. Third Street • Carson City, Nevada 89713 • (775) 684-3911 • Fax (775) 684-3908

www.nvdetr.org

#1560

Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", written in a cursive style.

Larry J. Mosley
Director

tln

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STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only
100510

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: William Anderson, Chief Economist
Nevada Department of Employment, Training and Rehabilitation, Research and Analysis Bureau, 500 E. Third St., Carson City, NV 89713, (775) 684-0387,
WDANDERSON@nvdetr.org

Vendor contact information: Lawrence J. Less, 2973 W. Case Rd., Dublin, Ohio 43017, (614)766-9089, ljless@att.net

b. Type of waiver requested:

☐ Sole or single source ☒ Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:
Vendor will provide research support for the Projections Managing Partnership subcommittee on the long-term industry projections software rewrite; devise recommendations on data processing flow, screen design, and technical specifications; prioritize software feature development; conduct software acceptance testing; provide oversight to research projects; lead the development of software help documentation; and, contribute subject matter expertise for training redevelopment. In addition, the services to be provided include acceptance testing for the occupational descriptor software rewrite.
3. Describe the unique qualification required for the service or good to be purchased:
Vendor is a subject-matter expert as it pertains to long-term employment/occupational projections with extensive experience working with the states in the Projections Managing Partnership consortium.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: The timeline for delivery of final products is short (18 months), given the size of the product. Previous experience with this vendor demonstrated a clear understanding of project purpose and goals.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: Inability to complete project.

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6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. Vendors contracted for this project are identified and hired by the Projections Managing Partnership based on their history and expertise.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? These decisions were made by the Projections Managing Partnership based on their unique knowledge in the subject matter areas.
8. What is the estimated value and length of the contract, amendment or request.
Estimated value of the contract is \$17,000 over 18 months.
a. New contract Y ☒ N ☐
b. Amendment Y ☐ N ☒ Amendment No. _____
(provide copy of previous waiver(s))

Nevada Department of Employment,
Training and Rehabilitation, Research
and Analysis Bureau

hereby requests approval for Lawrence J. Less

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>William D. Ambrose</i>	5/5/10
Agency Representative Initiating Request	Date
X <i>Renee H. Owen for Larry Mosley</i>	5.5.10
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>_____ N/A _____</i>	_____

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Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed: <i>[Signature]</i>	
<i>do</i>	<i>5/6/10</i>
Administrator, Purchasing Division	Date

* Please see attached email containing additional information *

#1560

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11086**Agency Name: **DETR ADMINISTRATIVE SERVICES**Agency Code: **908**Appropriation Unit: **3273-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Labor Market Solutions

Contractor Name: **Labor Market Solutions**Address: **Labor Market Solutions
2274 S. 1300 East, G15-301**City/State/Zip: **Salt Lake City, UT 84106**

Contact/Phone: null801-209-3894

Vendor No.: T29024039

NV Business ID: Pending

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 %

X Federal Funds **100.00 %**

Highway Funds 0.00 %

Fees 0.00 %

Bonds 0.00 %

Other funding 0.00 %

Agency Reference #: 1512-11-R&A

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**

Anticipated BOE meeting date 06/2010

Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17350), providing the authority to expend Grant proceeds, was approved on March 3, 2010. We request retro-active status with a start date of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Contract**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new contract to provide project and product management to the Project Management Consortium and for the development of a web-based system for occupational descriptors, skills-based projections, and a report manager for the consortium partners.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$184,400.00**

Other basis for payment: \$61,400 will be paid upon Board of Examiners Approval and the submission of an approved invoice. \$61,400 will be paid on June 30, 2010 with the submission of an approved invoice. \$61,600 will be paid upon approval of deliverables with the submission of an approved invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the Consortiums fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100508

Approval Date: 05/06/2010

c. Why was this contractor chosen in preference to other?

This vendor was chosen by the Grants Consortium.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Pending - Non-Profit - 501(c)3

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

Pending - Non-Profit - 501(c)3

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:15:42 AM
Division Approval	tnash	05/13/2010 12:38:51 PM
Department Approval	tnash	05/13/2010 12:38:54 PM
Contract Manager Approval	tnash	05/13/2010 12:54:53 PM
Budget Analyst Approval	knielsen	05/18/2010 12:50:51 PM

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

cwatson
cwatson
Pending

05/19/2010 08:48:39 AM
05/19/2010 08:48:43 AM

JIM GIBBONS
Governor



DETR

Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

2800 E. St. Louis Avenue • Las Vegas, Nevada 89104 • (702) 486-7923 • Fax (702) 486-6426
500 E. Third Street • Carson City, Nevada 89713 • (775) 684-3911 • Fax (775) 684-3908

www.nvdetr.org

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Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", with a stylized, flowing script.

Larry J. Mosley
Director

tlm

#.157



JIM
GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

Purchasing Request # **100908**

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: William Anderson, Chief Economist
Nevada Department of Employment, Training and Rehabilitation, Research and Analysis Bureau, 500 E. Third St., Carson City, NV 89713, (775) 684-0387,
WDANDERSON@nvdetr.org

Vendor contact information: Paul LaForge, Partner, Labor Market Solutions,
2274 South 1300 East, G15 - 301, Salt Lake City, Utah 84106, (801)209-3894,
paul_laforge@live.com

b. Type of waiver requested: ☐ Sole or single source ☒ Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased: Vendor is project and product manager in support of the development of ~~software, testing, and documentation~~ for labor market projections. In addition, vendor will be responsible for design and development of a web-based delivery system
3. Describe the unique qualification required for the service or good to be purchased: Vendor has extensive experience working with state labor market information offices that are part of this consortium and projections software. Expertise in project management and services coordination will also be important to meeting required deadlines.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: ~~The timeline for delivery of final products is short~~ (18 months), given the size of the product. Previous experience with this vendor demonstrated a strong methodology for reaching the stated goal and a clear understanding of project purpose.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: Inability to complete project.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation. ~~Vendors considered for this project are identified and listed by the Projections Managing Partnership based on their history and expertise.~~

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competitive solicitation? These decisions were made by the Projections Managing Partnership based on their unique knowledge in the subject matter areas.

8. What is the estimated value and length of the contract, amendment or request.

Estimated value of the contract is \$322,868 over 18 months.

a. New contract Y ☒ N ☐

b. Amendment Y ☐ N ☒ Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Department of Employment,
Training and Rehabilitation, Research
and Analysis Bureau

Requesting agency

hereby requests approval for Labor Market Solutions

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>KD Kaut</i>	5-4-10
Agency Representative Initiating Request	Date
X <i>Renée K. Olson for Larry Mosley</i>	5.5.10
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>N/A</i>	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

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Signed:

X

<i>Tracy Smith</i>	<i>5-6-10</i>
Administrator, Purchasing Division	Date

* Please see attached email containing additional information *

#157

Cindy L. Stoeffler

From: Tami Nash
Sent: Wednesday, May 05, 2010 5:19 PM
To: Cindy L. Stoeffler; Greg Smith
Cc: James Lewandowski; William Anderson
Subject: Solicitation Waiver Requests
Attachments: Sean McNamara .doc; Paul LaForge .doc; Brenda Ann Miller .doc; Matt Lee .doc; lawrence_Less.doc

Historically, DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners, with Nevada as the lead-state and fiscal agent, successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative. The PMP's grant activities will involve the work of consortium states as well as private-sector vendors identified by the consortium.

In the case of these Grant-related contracts, Nevada is functioning solely as a fiscal agent for the consortium. No contracted services are being provided to the State of Nevada. Nevada is only responsible for developing contracts based on statements of work from the states and independent contractors identified by the PMP and honoring invoices against those contracts. The work involved revolves around significant re-writes of the existing employment/occupational projections software that is utilized by all states in the development of forecasts. This projections system is not a Nevada system. It is maintained and hosted by the PMP. Therefore, DOIT is not involved with the system in any fashion whatsoever.

We have submitted solicitation waivers for the five private-sector vendor contractors. These contractors have a historical relationship working with the PMP. They have specific expertise with the projections system that has been developed over the years. Each vendor will be dealing with different aspects of the system.

If these contracts are not heard at the June 8th BOE meeting, my concern is that Nevada will be removed as fiscal agent and the consortium will be unable to satisfy the requirements of the grant.

Thank you.

Tami

*Tamara L. Nash
Assistant to the Director
Department of Employment, Training and Rehabilitation
500 E. Third Street
Carson City, Nevada 89713*

775-684-3891 (work)

775-684-3908 (fax)

775-721-5318 (cell)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11036**Agency Name: **DETR ADMINISTRATIVE SERVICES**
Agency Code: **908**Legal Entity Name: **NORTH CAROLINA, STATE OF**Contractor Name: **NORTH CAROLINA, STATE OF**
Address: **EMPLOYMENT SECURITY COMMISSION**Appropriation Unit: **3273-19****700 WADE AVE**Is budget authority available?: **Yes**City/State/Zip: **RALEIGH, NC 27605-1154**

If "No" please explain: Not Applicable

Contact/Phone: **null919/733-5207**Vendor No.: **T81103573**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1530-11-DETR-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17350), providing the authority to expend Grant proceeds, was approved on March 3, 2010. Request Retro-active date to start December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Interlocal Agreement**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new interlocal agreement for the Employment Security Commission of North Carolina (ESC), Labor Market Information Division (LMID) who will participate in the Projections Infrastructure Modernization project by providing staff time and expertise to assist with the system rewrite. LMID will provide staff to serve on the projections suite rewrite/green demand occupational software subcommittee. Staff will participate in the software system design; prioritization of system enhancements and acceptance testing for the occupational projections; skills-based projections; and occupational descriptor system components.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$71,500.00**

Other basis for payment: \$23,833 will be paid upon Board of Examiners Approval and the submission of an approved invoice. \$23,833 will be paid on June 30, 2010 with the submission of an approved invoice. \$23,834 will be paid upon approval of deliverables with the submission of an approved invoice. The total amount of this contract not to exceed \$71,500 for the term of the contract

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the Consortium's fiscal agent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement - Government Entity

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided services to the Projections Consortium since 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/05/2010 10:10:32 AM
Division Approval	tnash	05/13/2010 12:43:46 PM
Department Approval	tnash	05/13/2010 12:43:48 PM
Contract Manager Approval	tnash	05/13/2010 13:57:31 PM
Budget Analyst Approval	knielsen	05/18/2010 13:56:58 PM
Team Lead Approval	cwatson	05/19/2010 08:50:43 AM
BOE Agenda Approval	cwatson	05/19/2010 08:50:47 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



DETR

Nevada Department of Employment,
Training and Rehabilitation

LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", written in a cursive style.

Larry J. Mosley
Director

tln

#158

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11105**

Agency Name: **DETR ADMINISTRATIVE SERVICES**
 Agency Code: **908**
 Appropriation Unit: **3273-19**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **UTAH, STATE OF**
 Contractor Name: **UTAH, STATE OF**
 Address: **DEPT OF WORKFORCE SERVICES
PO BOX 45249**
 City/State/Zip: **SALT LAKE CITY, UT 84145-0249**
 Contact/Phone: **null801-526-9987**
 Vendor No.: **T27000866G**
 NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **Yes**

If "Yes", please explain

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. Work Program (C17350), providing the authority to expend Grant proceeds, was approved on March 3, 2010. We request retro-active status with a start date of December 1, 2009.

3. Termination Date: **05/31/2011**Contract term: **1 year and 180 days**4. Type of contract: **Interlocal Agreement**Contract description: **Projections Mod.**

5. Purpose of contract:

This is a new interlocal contract to recreate the current systems to move from Fox Pro (an obsolete and unsupported platform) into a new technology. The existing screen design and system flow will be maintained unless a change is required because of the new code or database environment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,879,100.00**

Other basis for payment: Payment will be made upon final approval by the Nevada Board of Examiners and submission of an approved invoice. The total amount of this contract not to exceed \$1,879,100 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

As directed by the Grant Consortium. Nevada serves as the Consortium's fiscal agent

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement - Government Entity

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The State of Utah has been under contract as part of Projections Managing Partnership since 2009.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	05/06/2010 14:57:27 PM
Division Approval	tnash	05/13/2010 13:57:11 PM
Department Approval	tnash	05/13/2010 13:57:13 PM
Contract Manager Approval	tnash	05/13/2010 13:57:15 PM
Budget Analyst Approval	knielsen	05/13/2010 15:25:52 PM
Team Lead Approval	cwatson	05/17/2010 11:09:31 AM
BOE Agenda Approval	cwatson	05/17/2010 11:09:34 AM
BOE Final Approval	Pending	

JIM GIBBONS
Governor



LARRY J. MOSLEY
Director

OFFICE OF THE DIRECTOR

April 30, 2010

Mr. Andrew Clinger, Director
Department of Administration
Blasdel Building, Room 200
209 E. Musser Street, Room 200
Carson City, Nevada 89701

Dear Director Clinger:

RE: Request for Retroactive Approval of Interlocal Contracts

Historically, the DETR's Research and Analysis Bureau has served as the fiscal agent for the Projections Managing Partnership (PMP). The Partnership is a consortium of state and federal partners charged with overseeing a variety of employment and occupational projections programs and activities across all states. The PMP's budget consists of resources provided by the U.S. Department of Labor, Employment and Training Administration. In its role as fiscal agent, the Research and Analysis Bureau receives 2.5% of the total budget to fund administrative activities. At the direction of the PMP, resources are passed through to participating entities via Nevada's contracting process to fund the work of the Partnership.

In late-2009, an eight-State consortium of PMP partners successfully applied for a \$3,753,000 State Labor Market Information Improvement Grant awarded by the Employment and Training Administration. Projects funded by the Grant Program were designed to collect, analyze, and disseminate labor market information and to enhance the labor exchange infrastructure for careers within the energy efficiency and renewable energy industries. In total, \$48.8 million in grants were awarded as part of this initiative.

Grant awards were announced on November 18, 2009, for an 18-month Grant period beginning on December 1, 2009. DETR did not receive a copy of the Grant award until January 6, 2010. The Work Program for the authority to expend Grant proceeds was approved on March 3, 2010 and presented to the Interim Finance Committee as an "Informational Only" item on April 29, 2010.

Given the relatively short Grant period (12/1/09 – 5/31/11), work on the part of consortium members and associated vendors had to begin immediately in order to successfully meet the requirements of the Grant Award. The consortium simply could not have completed the required work had they delayed the start of grant activities, even though the Employment and Training Administration did not provide official notice of the award and access to grant proceeds until well after the beginning of the performance period.

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Director Andrew Clinger
April 30, 2010
Page 2 of 2

As a result, DETR is respectfully asking that the Board of Examiners approve retroactive interlocal agreements and contracts funded by Labor Market Information Improvement Grant proceeds with start dates of December 1, 2009. Doing so will allow Nevada and its consortium partners to meet all required deadlines and deliverables.

Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry J. Mosley", with a stylized, flowing script.

Larry J. Mosley
Director

tlh

#759

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11029**Agency Name: **LICENSING BOARDS & COMMISSIONS**Agency Code: **BDC**Appropriation Unit: **B019 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Pat Swanson**Contractor Name: **Pat Swanson**Address: **4270 Wild Eagle Terrace**City/State/Zip: **Reno, NV 89511**Contact/Phone: **null775-852-8085**

Vendor No.:

NV Business ID: **none**To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Application and renewal fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **1 year and 22 days**4. Type of contract: **Contract**Contract description: **Admin. Assistance**

5. Purpose of contract:

This is a new contract to provide administrative services to board members; prepare official records; process all applications and yearly renewals; prepare agendas and minutes of meetings; prepare optical examinations; process complaints; and, work with the Attorney General's Office on behalf of the Board.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$25.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The work provides administrative services for optical board members, all of whom have full time jobs as opticians. Without contractor's services, secretarial duties such as preparation of meeting agendas and minutes, processing of yearly optical renewals and applications would not be completed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The vendor has been working with the Board on a part time basis since November, 1991. During these past 19 years the vendor has become knowledgeable about NRS chapter 637 and NAC chapter 637 governing Nevada licensed opticians. The extensive experience with the workings of the Board and knowledge of the regulations that govern its licensees are valuable assets to the Board's smooth operation.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendor has worked well with Board members during the past 19 years.

d. Last bid date:

Anticipated re-bid date: 06/30/2011

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No

b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pswanson	05/04/2010 14:59:22 PM
Division Approval	pswanson	05/04/2010 14:59:29 PM
Department Approval	pswanson	05/04/2010 14:59:34 PM
Contract Manager Approval	pswanson	05/04/2010 14:59:38 PM
Budget Analyst Approval	kkolbe	05/12/2010 08:16:24 AM
Team Lead Approval	jmurph1	05/13/2010 08:03:50 AM
BOE Agenda Approval	jmurph1	05/13/2010 08:03:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10983**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ANALYSTS INTERNATIONAL CORP.**Contractor Name: **ANALYSTS INTERNATIONAL CORP.**Address: **3601 W 76TH ST**City/State/Zip: **MINNEAPOLIS, MN 55435**Contact/Phone: **Jennifer White 902-990-9020**Vendor No.: **T81073126**NV Business ID: **NV19971175202**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY08, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; (2) FY03-FY06, DoIT 07-07 and 02-01 MSA Contracts; and (3) FY00-FY02, DoIT MSA Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:26:39 PM
Division Approval	Ideloach	04/12/2010 13:26:42 PM
Department Approval	ktarter	04/14/2010 16:22:32 PM
Contract Manager Approval	Ideloach	04/22/2010 09:31:54 AM
Budget Analyst Approval	csawaya	05/14/2010 07:35:44 AM
Team Lead Approval	jmurph1	05/17/2010 12:51:35 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:51:39 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10974**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ASK Staffing, Inc.**Contractor Name: **ASK Staffing, Inc.**Address: **3805 Crestwood Parkway,
Suite 260**City/State/Zip: **Duluth, GA 30096**Contact/Phone: **Manish Karani 770/813-8947**Vendor No.: **T32001060**NV Business ID: **NV20101262901**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:10:53 PM
Division Approval	Ideloach	04/12/2010 13:10:57 PM
Department Approval	ktarter	04/14/2010 16:23:00 PM
Contract Manager Approval	Ideloach	04/22/2010 09:37:31 AM
Budget Analyst Approval	csawaya	05/14/2010 07:18:02 AM
Team Lead Approval	jmurph1	05/17/2010 12:36:34 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:36:39 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10992**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CIBER, INC.**Contractor Name: **CIBER, INC.**Address: **650 California Street, 5th Flr**City/State/Zip: **San Francisco, CA 94108**Contact/Phone: **Margaret Goetze 415-875-1801**Vendor No.: **T81099339**NV Business ID: **NV19991278894**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; (2) FY03-FY06, DoIT 01-07 and 02-01 MSA Contracts; (3) FY00-FY02, DoIT MSA Contract; (4) FY97-FY99, DoIT MSA Contract; and (5) FY95-FY96, DoIT MSA Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/15/2010 12:10:44 PM
Division Approval	Ideloach	04/15/2010 12:10:48 PM
Department Approval	sberry	04/19/2010 14:30:43 PM
Contract Manager Approval	Ideloach	04/22/2010 09:40:04 AM
Budget Analyst Approval	csawaya	05/14/2010 06:45:55 AM
Team Lead Approval	jmurph1	05/17/2010 12:47:34 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:47:41 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10975**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **CRI Advantage, LLC**Contractor Name: **CRI Advantage, LLC**Address: **12754 West LaSalle Street**City/State/Zip: **Boise, ID 83713**Contact/Phone: **Matt Rissell 208/287-4116**Vendor No.: **T32001061**NV Business ID: **NV20101283867**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:12:40 PM
Division Approval	Ideloach	04/12/2010 13:12:44 PM
Department Approval	ktarter	04/14/2010 16:23:32 PM
Contract Manager Approval	Ideloach	04/22/2010 09:44:02 AM
Budget Analyst Approval	csawaya	05/14/2010 07:34:35 AM
Team Lead Approval	jmurph1	05/17/2010 12:41:30 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:41:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV7023**Amendment Number: **1**Agency Name: **MASTER SERVICE AGREEMENTS**Legal Entity Name: **Gilbert, Romick & Assoc dba ARC Health & Wellness, LLC**Agency Code: **MSA**Contractor Name: **Gilbert, Romick & Assoc dba ARC Health & Wellness, LLC**Appropriation Unit: **9999 - All Categories**Address: **ARC Health & Wellness LLC
2205 Glendale Avenue Suite 131**Is budget authority available?: **Yes**City/State/Zip: **Sparks, NV 89431**If "No" please explain: **Not Applicable**Contact/Phone: **Paul Granstrom 7758463413**Vendor No.: **T32000878**NV Business ID: **NV20091007892**To what State Fiscal Year(s) will the contract be charged? **2009-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2009**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2013**

Termination Date:

Contract term: **6 years**4. Type of contract: **MSA**Contract description: **Health Related Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides annual physical exams for police officers and firefighters, cardiac, pulmonary, audiology consultations/evaluations and hepatitis inoculations and screening. This amendment extends the termination date from June 30, 2013 to May 31, 2015, increases the maximum amount from \$4,000,000 to \$6,000,000 and reduces the pricing of the original cost proposal.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$4,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,000,000.00
4. New maximum contract amount:	\$6,000,000.00
and/or the termination date of the original contract has changed to:	05/31/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 617.455, 457 and NAC 617.010 ? 617.100.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the training to perform the services

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Evaluation Committee. Vendor has a Nevada business license and is in good standing in all areas of the Secretary of State business requirements.

d. Last bid date: 01/02/2009 Anticipated re-bid date: 07/31/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No

If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No

If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ktarter	05/04/2010 13:27:24 PM
Division Approval	ktarter	05/04/2010 13:27:28 PM
Department Approval	ktarter	05/04/2010 13:27:34 PM
Contract Manager Approval	lcalliso	05/04/2010 13:32:12 PM
Budget Analyst Approval	csaway	05/14/2010 07:26:40 AM
Team Lead Approval	jmurph1	05/17/2010 12:04:01 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:04:05 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10976**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **I3TECH DATA SOLUTIONS, INC.**Contractor Name: **I3TECH DATA SOLUTIONS, INC.**Address: **9310 TECHCENTER DR STE 240**City/State/Zip: **SACRAMENTO, CA 95826**Contact/Phone: **Jason Schwartz 916/363-1886**Vendor No.: **T27013548**NV Business ID: **NV20101275411**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:14:11 PM
Division Approval	Ideloach	04/12/2010 13:14:15 PM
Department Approval	ktarter	04/14/2010 16:24:09 PM
Contract Manager Approval	Ideloach	04/22/2010 09:46:04 AM
Budget Analyst Approval	csawaya	05/14/2010 07:13:35 AM
Team Lead Approval	jmurph1	05/17/2010 12:34:24 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:34:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10977**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LINK TECH, LLC DBA LINK TECHNOLOGIES**Contractor Name: **LINK TECH, LLC DBA LINK TECHNOLOGIES**Address: **9500 HILLWOOD DR STE 112**City/State/Zip: **LAS VEGAS, NV 89134-0525**Contact/Phone: **Debbie Banko 702/233-8703**Vendor No.: **T27013523**NV Business ID: **NV20021075566**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:15:28 PM
Division Approval	Ideloach	04/12/2010 13:15:31 PM
Department Approval	ktarter	04/14/2010 16:24:51 PM
Contract Manager Approval	Ideloach	04/22/2010 09:51:07 AM
Budget Analyst Approval	csawaya	05/14/2010 06:59:29 AM
Team Lead Approval	jmurph1	05/17/2010 12:45:26 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:54:30 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11059**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: Reed Elsevier Inc.
Agency Code: MSA	Contractor Name: Lexis Nexis, A Division of Reed Elsevier, Inc.
Appropriation Unit: 9999 - All Categories	Address: 9443 Springboro Pike
Is budget authority available?: Yes	City/State/Zip: Miamisburg, OH 45342
If "No" please explain: Not Applicable	Contact/Phone: William Ornelas 714 425-5608
	Vendor No.: T81093045
	NV Business ID: NV20091408274

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFP 1821

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 06/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide on-line information for legal and public records research for various state agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Various per Legal Search Option selected

II. JUSTIFICATION

7. What conditions require that this work be done?

Several agencies require this type of information in order to conduct business.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not have this type of information available.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Evaluation Committee. Vendor has a Nevada business license and is in good standing in all areas of the Secretary of State Business requirements.

d. Last bid date: 09/25/2009 Anticipated re-bid date: 10/31/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The vendor has been in good standing with the Purchasing Division for 10 years.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Lexis Nexis is a Division of Reed Elsevier Inc.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ktarter	05/03/2010 12:30:22 PM
Division Approval	ktarter	05/03/2010 12:30:25 PM
Department Approval	ktarter	05/03/2010 12:30:28 PM
Contract Manager Approval	lcalliso	05/03/2010 12:39:02 PM
Budget Analyst Approval	csawaya	05/05/2010 15:11:24 PM
Team Lead Approval	jmurph1	05/06/2010 08:44:43 AM
BOE Agenda Approval	jtrulin	05/20/2010 14:13:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10978**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MILLENNIUM INTEGRATED SRVCS 2000, Inc.**Contractor Name: **MILLENNIUM INTEGRATED SRVCS 2000, Inc.**Address: **MIS2000 INC
PO Box 1635 901 E Street**City/State/Zip: **Hawthorne, NV 89415**Contact/Phone: **Mary Bahn 866/613-6900**Vendor No.: **T29015887A**NV Business ID: **NV20071342864**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; and (2) FY03-FY06, DoIT 01-07 MSA Contracts. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:16:50 PM
Division Approval	Ideloach	04/12/2010 13:16:53 PM
Department Approval	ktarter	04/14/2010 16:25:38 PM
Contract Manager Approval	Ideloach	04/22/2010 10:03:40 AM
Budget Analyst Approval	csawaya	05/14/2010 06:54:17 AM
Team Lead Approval	jmurph1	05/17/2010 11:35:17 AM
BOE Agenda Approval	jmurph1	05/17/2010 11:35:22 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10979**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **QA TECHNOLOGIES, INC.**Contractor Name: **QA TECHNOLOGIES, INC.**Address: **222 S 15TH ST STE 1404**City/State/Zip: **OMAHA, NE 68102**Contact/Phone: **Chuck Snyder 402/391-9200**Vendor No.: **PUR0003427**NV Business ID: **NV20101244848**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	04/12/2010 13:18:33 PM
Division Approval	ldeloach	04/12/2010 13:18:41 PM
Department Approval	ktarter	04/14/2010 16:26:15 PM
Contract Manager Approval	ldeloach	04/22/2010 10:05:35 AM
Budget Analyst Approval	csaway	05/14/2010 06:51:27 AM
Team Lead Approval	jmurph1	05/17/2010 12:49:45 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:53:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11057**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Contractor Name: **RFI ENTERPRISES, INC. DBA RFI COMMUNICATIONS & SECURITY**Address: **5475 LOUIE LN STE A**City/State/Zip: **RENO, NV 89511**Contact/Phone: **Dave Gilles 775/852-3555**Vendor No.: **PUR0002572A**NV Business ID: **NV20021334287**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1837**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **2 years**4. Type of contract: **MSA**Contract description: **Security Equipment**

5. Purpose of contract:

This is a new contract to provide equipment, install new systems, and provide warranty/maintenance services for installed CCURE Security Systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Payment for services will be made at the rate of \$78.40 per hour

Other basis for payment: \$92.50/hr weekdays 5:00-8:00 p.m.; \$131.20/hr weekends/holidays; 3X posted prevailing rate (min. \$78.40) for projects over \$100,000.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Many of the security access control and CCTV systems currently installed in facilities are past their manufacturer/installer warranty periods and continue to need maintenance. Putting additional buildings on the current system is a cost-efficient and effective way to provide required security.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The state does not have the staff or skill to provide these labor-intensive services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

As the current Contractor for these services, RFI has the most experience and knowledge of the State's current security network and provide the best value for the State.

d. Last bid date: 09/01/2006 Anticipated re-bid date: 01/15/2014

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

RFI is the current vendor for the MSA for installation of security equipment and has provided satisfactory work.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	05/06/2010 09:20:55 AM
Division Approval	kperondi	05/06/2010 09:20:58 AM
Department Approval	ktarter	05/06/2010 09:52:31 AM
Contract Manager Approval	mtroesch	05/06/2010 09:55:48 AM
DoIT Approval	csweeney	05/06/2010 15:33:36 PM
Budget Analyst Approval	csawaya	05/11/2010 18:12:26 PM
Team Lead Approval	jmurph1	05/13/2010 09:02:49 AM
BOE Agenda Approval	jmurph1	05/13/2010 09:02:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10994**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SCIENCE APPLICATIONS INTL CORP.**Contractor Name: **SCIENCE APPLICATIONS INTL CORP.**Address: **(SAIC)**City/State/Zip: **10260 CAMPUS POINT DR
SAN DIEGO, CA 92121-1522**Contact/Phone: **Valerie S. Parmenter 360-769-4187**Vendor No.: **PUR0003338**NV Business ID: **NV19841001792**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY03-FY06, Department of Information Technology (DoIT) 01-07 and 02-01 Master Services Agreement (MSA) Contracts. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/15/2010 12:13:18 PM
Division Approval	Ideloach	04/15/2010 12:13:21 PM
Department Approval	sberry	04/19/2010 14:32:08 PM
Contract Manager Approval	Ideloach	04/22/2010 10:10:31 AM
Budget Analyst Approval	csawaya	05/14/2010 07:36:55 AM
Team Lead Approval	jmurph1	05/17/2010 12:39:32 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:56:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10980**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SEGULA TECHNOLOGIES, INC.**Contractor Name: **SEGULA TECHNOLOGIES, INC.**Address: **2240 Douglas Boulevard,
Suite 110**City/State/Zip: **Roseville, CA 95661**Contact/Phone: **Candice Lawson 916/772-3700**Vendor No.: **T81100136A**NV Business ID: **NV20021205946**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; (2) FY03-FY06, DoIT 01-07 MSA Contract; (3) FY00-FY02, DoIT MSA Contract; and (4) FY96-FY99, DoIT MSA Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:20:38 PM
Division Approval	Ideloach	04/12/2010 13:20:41 PM
Department Approval	ktarter	04/14/2010 16:26:49 PM
Contract Manager Approval	Ideloach	04/22/2010 10:12:20 AM
Budget Analyst Approval	csawaya	05/14/2010 06:47:20 AM
Team Lead Approval	jmurph1	05/17/2010 10:58:42 AM
BOE Agenda Approval	jmurph1	05/17/2010 10:58:47 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10993**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TEKSYSTEMS, INC.**Contractor Name: **TEKSYSTEMS, INC.**Address: **5190 Neil Road, Suite 200**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Tracy Shock 775-332-1109**Vendor No.: **T27019948A**NV Business ID: **NV19991398853**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; and (2) FY03-FY06, DoIT 01-07 MSA Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/15/2010 12:11:44 PM
Division Approval	Ideloach	04/15/2010 12:11:48 PM
Department Approval	sberry	04/19/2010 14:32:29 PM
Contract Manager Approval	Ideloach	04/22/2010 10:21:42 AM
Budget Analyst Approval	csaway	05/14/2010 06:48:54 AM
Team Lead Approval	jmurph1	05/17/2010 10:55:59 AM
BOE Agenda Approval	jmurph1	05/17/2010 10:56:14 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **10981**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **VISIONARY INTEGRATION PROFESSIONALS, LLC (VIP)**Contractor Name: **VISIONARY INTEGRATION PROFESSIONALS, LLC (VIP)**Address: **1750 Creekside Oaks Drive Suite 210**City/State/Zip: **Sacramento, CA 95833**Contact/Phone: **Patty Nelson 916/830-3104**Vendor No.: **T27011328**NV Business ID: **NV20051544904**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **4 years and 30 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide assistance in a variety of information technology consulting and technical specialist levels on an hourly basis to State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Consultants are paid on an hourly basis as negotiated for each individual work order as assigned. Charges against the Master Services Agreement (MSA) for Information Technology (IT) temporary consultants contract are only applied as work orders are approved and work is completed on an hourly basis.

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Information Technology is the only State agency authorized to provide information technology services to State agencies that require this service.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) Contract; (2) FY03-FY06, DoIT 01-07 and 02-01 MSA Contracts; and (3) FY00-FY02, DoIT MSA Contract. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	04/12/2010 13:50:12 PM
Division Approval	Ideloach	04/12/2010 13:50:50 PM
Department Approval	sberry	04/19/2010 14:30:14 PM
Contract Manager Approval	Ideloach	04/22/2010 10:24:04 AM
Budget Analyst Approval	csawaya	05/14/2010 07:33:27 AM
Team Lead Approval	jmurph1	05/17/2010 12:43:29 PM
BOE Agenda Approval	jmurph1	05/17/2010 12:43:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11124**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **No**

If "No" please explain: Pursuant to NRS 333A, funding for these services will be provided by resulting energy, water and operational savings from energy services performance contracts.

Legal Entity Name: **Kilowatt Engineering, Inc.**Contractor Name: **kW Engineering, Inc.**Address: **287 17th Street
Suite 300**City/State/Zip: **Oakland, CA 94612**Contact/Phone: **Jim Kelsey, P.E. 510-834-6420**

Vendor No.:

NV Business ID: **Pending**To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % VARIOUS

Agency Reference #: **1856**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **06/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **05/31/2014**Contract term: **4 years**4. Type of contract: **MSA**Contract description: **3rd-Party Consulting**

5. Purpose of contract:

This is a new contract to provide third-party consulting services for energy services performance contracts. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Other basis for payment: Contractor will charge set rates per hour by level of service as outlined in the Contractor's response (Attachment DD).

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 333A.086 requires the use of a third-party consultant to assist with energy services performance contracts.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Most agencies have neither the resources nor the expertise to provide these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Three responses to the informal solicitation were received, the Purchasing Division concluded that two vendors (kW Engineering and Celtic Energy) were qualified to be awarded contracts.

d. Last bid date: 02/26/2010 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Corporation**

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Kilowatt Engineering, Inc. is doing business as (dba) kW Engineering, Inc.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	05/07/2010 09:41:08 AM
Division Approval	ldeloach	05/07/2010 09:41:11 AM
Department Approval	sberry	05/07/2010 09:45:55 AM
Contract Manager Approval	cjanes	05/07/2010 13:35:30 PM

Budget Analyst Approval	csawaya	05/14/2010 06:57:52 AM
Team Lead Approval	jmurph1	05/17/2010 11:27:20 AM
BOE Agenda Approval	jmurph1	05/17/2010 11:27:24 AM
BOE Final Approval	Pending	