POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION:

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

DATE AND TIME: September 9, 2010 at 9:00 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 JULY 30, 2010 SPECIAL BOARD OF EXAMINERS' MEETING MINUTES

*2. APPROVAL OF THE AUGUST 11, 2010 BOARD OF EXAMINERS' MEETING MINUTES

*3. 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. Department of Administration – Budget and Planning Division - \$50,000.00

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$50,000 to allow for transitional costs for newly elected officials.

B. Office of the Governor – American Recovery and Reinvestment Act (ARRA) Director's Office - \$40,730.00

The Director's Office is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$40,730 to cover a shortfall in the ARRA Assessments for fiscal year 2010.

C. Department of Education – School Remediation Trust Fund - \$610,294.00

The department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$610,294 for fiscal year 2010 to address a shortfall in the funding for Full-Day Kindergarten.

D. Secretary of State's Office - \$25,569.00

The agency is requesting an allocation of \$25,569 from the Interim Finance Committee Contingency Fund to provide the 5% match for Nevada's federal allocation in fiscal year 2010 Title II Help America Vote Act funds.

*4. VICTIMS OF CRIME 2010 4TH QUARTER REPORT AND 2011 1ST 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 80% of the approved amount for the 1st quarter of FY 2011.

***5.** TORT CLAIM

Approval of tort claim pursuant to NRS 41.037

- A. Hugh Lantz, Bret Lantz, Janice Lantz TC15506 Amount of Claim – \$580,000.00
- B. David Kennedy TC15511 Amount of Claim - \$75,000.00

*6. LEASES

BOE #	LES	SEE	LESSOR	AMOUNT
	Attorney Gener	al's Office	Terry and Sally Gust	\$16,832
1.	Lease Description:	of an existing lease to house the Attorney Generals Office 07/01/10 – 06/30/12	ice in Ely, Nevada.	
	Department of I		Sierra Medical Complex, LLP	
	Industry – Neva	•		\$136,502
2.	for Injured Wor	kers		
	Lease		luntary lease reduction of 10% to house the State of Ne	vada, Department of Business
	Description:		a Attorney for Injured Workers. 04/01/10 – 03/31/12	

BOE #	LES	SEE	LESSOR	AMOUNT
3.	Department of I Industry – Dairy		Kietzke Office Complex, LLC	\$233,648
5.	Lease Description:	This is an extension Term of Lease:	of an existing lease to house the Dairy Commission. 07/01/10 – 06/30/15	
4.	Department of I Industry – Divis Industrial Relat	sion of	Kietzke Office Complex, LLC	\$746,922
	Lease Description:	This is an extension Industrial Relations.	of an existing lease and an addition to current facilities 07/01/10 – 06/30/15	to house the Division of
5.	Department of I Industry – Divis Industrial Relat	sion of	The Trust for the Methodist Development of the First United Methodist Church of Carson City, Nevada	\$660,781
	Lease Description:	This is a landlord vo of Industrial Relation Term of Lease:	bluntary lease rate reduction to house the Department of ns. 03/01/10 - 05/31/13	Business and Industry, Division
6.	Department of I Industry – Divis Mortgage Lend	sion of	The Trust for the Methodist Development of the First United Methodist Church of Carson City, Nevada	\$77,590
	Lease Description:	This is a landlord vo Term of Lease:	luntary lease rate reduction to house the Division of Mo 03/01/10 – 10/31/11	ortgage Lending.
7.	Department of C and Natural Res Division of Env Protection	sources –	Truck Underwriters Association, a California Corporation	\$913,546
	Lease Description:	This is an extension Term of Lease:	of an existing lease to house the Department of Enviror 05/01/10 – 04/30/15	mental Protection.
8.	Department of I Human Service Health Care Fin Policy	s – Division of	Sierra Medical Complex, LLP	\$29,000
	Lease Description:		o current facilities to house the State of Nevada, Departi f Health Care Financing and Policy. 10/01/10 – 01/31/12	ment of Health and Human
9.	Department of I Technology	nformation	Lamonica Properties, LLC	\$91,141
9.	Lease Description:	This is a landlord vo	oluntary lease restructure to house the Department of Inf 04/01/10 – 12/31/12	ormation Technology.

BOE #	LESSEE Commission on Minoral		LESSOR	AMOUNT
10.	Commission on Resources	Mineral	Truck Underwriters Association, a California Corporation	\$131,904
10.	Lease Description:		luntary lease rate reduction to house the Commission or 05/01/10 – 04/30/15	n Mineral Resources.
	Commission on	Mineral	The Trust for the Methodist	
	Resources		Development of the First United	\$147.099
11.			Methodist Church of Carson City,	\$1+7,077
11.			Nevada	
	Lease		luntary lease rate reduction to house the Commission of	n Mineral Resources.
	Description:	Term of Lease:	03/01/10 - 02/28/13	

***7.** CONTRACTS

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	030	ATTORNEY GENERAL'S OFFICE - COUNCIL FOR PROSECUTING ATTORNEYS	AARDVARK VIDEO & MEDIA PRODUCTIONS, LLC	OTHER: COURT ASSESSMENT	\$7,801	
1.	Contract Description:		nal contract which provides services blence. This amendment changes the e video. 05/27/2010 - 10/31/2010			
2.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	NEVADA INTERSCHOLASTIC	OTHER: NEVADA COLLEGE SAVINGS	\$24,000	SOLE SOURCE
	Contract Description:	members attending sporting even				d other family
	051	Term of Contract: TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	Upon Approval - 08/31/2012 PUTNAM INVESTMENT MANAGEMENT, LLC	Consultant: NO OTHER: FEES FROM ACCOUNT REVENUES	Contract # 11482 \$5,450,000	
3.	Contract Description:	plan. THIS VENDOR IS IN THE THIS CONTRACT IS CONTING	ndor will service as program manager E PROCESS OF SECURING A NEV GENT UPON THE VENDOR SECU IN ALL AREAS OF THE SECRETA Upon Approval - 09/30/2015	ADA STATE BUSII RING A NEVADA S	NESS LICENSE. AI STATE BUSINESS	PPROVAL OF LICENSE AND

BOE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE		
#		TREASURER'S OFFICE -	VECTOR MEARA TRANSIT	SOURCE OTHER:	\$24,960	EXEMPTION SOLE		
4.	051	COLLEGE SAVINGS TRUST	ADVERTISING	NEVADA COLLEGE SAVINGS 50% PREPAID TUITION		SOURCE		
	Contract		direct marketing of the Nevada Colle Transportation Commission (RTC) b		d Prepaid Tuition pr	ograms to the Las		
	Description:	Term of Contract:	Upon Approval - 03/01/2011	Consultant: NO	Contract # 11483			
5.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	WOLF PACK SPORTS PROPERTIES	OTHER: PREPAID TUITION	\$20,000	SOLE SOURCE		
	Contract Description:		direct marketing of the Nevada Colle ing basketball games at UNR and UN		d Prepaid Tuition pro	ograms to parents		
		Term of Contract:	Upon Approval - 03/30/2011	Consultant: NO	Contract # 11479			
<i>c</i>	054	TREASURER'S OFFICE - UNCLAIMED PROPERTY	HUNTINGTON GEM LAB, LLC	OTHER: ABANDONED PROPERTY RECEIPTS	\$15,000			
6.	Contract Description:		nal contract, which provides appraisa on date from September 30th, 2010 to g from \$9,500 to \$24,500.					
		Term of Contract:	10/01/2008 - 11/30/2011	Consultant: NO	Contract # CONV5872			
7.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS - MAIL SERVICES	EXPRESS MESSENGER SYSTEMS, INC. DBA ONTRAC	FEE: MAIL SERVICES FEES	\$254,392			
	Contract Description:	This is a new contract for the provision of Overnight Interdepartmental Mail Services, pick-up and delivery, between the Carson City Mail Center and the Las Vegas Mail Center every work day.						
		Term of Contract:	09/01/2010 - 08/31/2014	Consultant: NO	Contract # 11355			
8.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	AMBROSE GROUP, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FEES	\$28,938			
	Contract	This is a new contract to provide	janitorial services for the Stewart Fac	ility Building #107,	Carson City, Nevad	a.		
	Description:	Term of Contract:	07/19/2010 - 06/30/2011	Consultant: NO	Contract # 11324			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
9.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	CARSON VALLEY LOCKSMITH, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$20,000	
	Contract	This is a new contract to provide request and approval of a Buildin	locksmith services for State buildings	in Reno and Carsor	City on an as needed	ed basis and at the
	Description:	Term of Contract:	12/01/2010 - 11/30/2014	Consultant: NO	Contract # 11419	
10.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	FAAD JANITORIAL, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	(\$45,232)	
	Contract Description:	This amendment changes the term day a week janitorial services to t Contractor's Response; and reduc	inal contract, which provides janitoria nination date from November 30, 201 hree days a week, as indicated in Atta e the amount of the contract by \$45,2	0 to July 31, 2010; r achment DD Scope o 31.66.	educes the days of s of work; adds Attach	ervice from five
11.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	12/01/2006 - 07/31/2010 GLASSCOCK, BILL J DBA ECONOMY WINDOW CLEANERS	Consultant: NO FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FEES	<u>Contract # CONV3652</u> \$20,000	
	Contract Description:	areas, on an as needed basis and a	vision of window and carpet cleaning at the request and approval of a Buildi	at various State bui ings & Grounds desi	gnee.	City and Reno
12.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	09/14/2010 - 09/13/2014 J&L	Consultant: NO FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FEES	Contract # 11404 \$221,792	
	Contract Description:	Reno, NV.	pose of providing janitorial services f	-		95 Galletti Way,
L		Term of Contract:	11/01/2010 - 10/31/2014	Consultant: NO	Contract # 11375	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
13.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	KFC BUILDING CONCEPTS, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$75,000	
	Contract Description:					
14.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	09/11/2007 - 09/30/2011 LAWYER MECHANICAL SERVICES, INC.	Consultant: NO FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	<u>Contract # CONV4725</u> \$100,000	
	Contract Description:	all State owned buildings in the g	repair, replacement and maintenance reater Las Vegas Metropolitan area.		-	lized controls at
15.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	09/14/2010 - 09/13/2014 RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS	Consultant: NO FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FUNDS	Contract # 11326 \$19,624	
	Contract Description:	system at the Governor's Mansion adds \$19,624 to the amount of the	inal contract, which provides for prevent. This amendment extends the termine contract, at \$1,203 per quarter for prevented as a section of the section of t	nation date from Au reventative maintena	gust 31, 2010 to Aug ince and \$10,000 for	gust 31, 2012 and
16.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	09/01/2008 - 08/31/2012 SPRAGUE, CHAD DBA UNLIMITED BLIND & WINDOW CLEANING	Consultant: NO FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	Contract # CONV5585 \$20,000	
	Contract Description:		es blind cleaning, window cleaning a a Buildings and Grounds designee. T s as needed at an hourly rate.			
		Term of Contract:	08/10/2010 - 08/09/2014	Consultant: NO	Contract # 11328	

						SOLE SOUDCE/	
BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
17.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	SUPERCURB & CONCRETE, LLC DBA SUMMERSCAPE	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$95,000		
	Contract		snow removal from the parking lots a				
	Description:		an as needed basis and at the request a			designee.	
18.	082	Term of Contract: DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	08/10/2010 - 08/09/2014 SUMMIT PLUMBING CO, LLC	Consultant: NO FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FEES	Contract # 11313 \$10,000		
	Contract Description:	This is an amendment to the original contract, which provides pumping and cleaning of sewage wet wells and testing of pumps for State buildings on an as needed basis. This amendment increases the amount of the contract by \$10,000 from \$9,990 to \$19,990.					
		Term of Contract:	08/24/2007 - 08/31/2011	Consultant: NO	Contract # CONV4366		
	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS - MARLETTE LAKE	SIERRA CONTROL SYSTEMS, INC.	OTHER: MARLETTE WATER SALES	\$11,245	SOLE SOURCE	
19.	Contract Description:	Preventative Maintenance and Se maintenance of Radio Transmitte the contract for Mechanical Equi	inal contract, which provides the Mar revice Agreement to include Compute or Units, and Repair and Part Replaces pment Maintenance check for the Div and \$10,000 in extra services, on an a	er licensing and softw ments. This amendm version Dam and Me	vare support, Preven nent will add \$1,245 chanical Equipment	tative to the amount of check for the	
		Term of Contract:	11/01/2008 - 10/31/2012	Consultant: NO	Contract # CONV5797		
20.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	GANTHNER MELBY, LLC	OTHER: AGENCY & ARRA FUNDS	\$34,100	PROFESSIONAL SERVICE	
20.	Contract Description:	This is a new contract to provide professional architectural engineering services for the design, construction documents preparation, bidding assistance and construction administration required for the existing facility renovation to accommodate a new freezer installation of approximately 3,000 square feet. The work shall include architectural, structural, electrical engineering, and food service consulting services. SPWB Project No. 10-A022, SPWB Contract No. 5529					
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11490	I	
	102	COMMISSION ON ECONOMIC DEVELOPMENT	BOARD OF REGENTS- UNLV	GENERAL	\$19,323		
21.	Contract Description:		tent to provide counseling, training, li to businesses & individuals wishing t Special Impact Zone.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
22.	182	DEPARTMENT OF INFORMATION TECHNOLOGY - FACILITY MANAGEMENT - COMPUTING	NELSON ELECTRIC COMPANY, INC.	FEE: FEES	\$19,000	
	Contract Description:	This is a new contract to provide rate.	electrical installation, repair and mair	ntenance on an as-ne	eded basis for a tim	e and materials
	190	Term of Contract: STATE PUBLIC WORKS BOARD - GENERAL 2005 CIP PROJECTS-Non-Exec	11/01/2010 - 10/31/2012 RINALDI ENVIRONMENTAL	Consultant: NO OTHER: TRANSFER FROM RISK MANAGEMENT	Contract # 11480 \$13,196	PROFESSIONAL SERVICE
23.	Contract Description:		professional architectural/engineering ndoor Air Quality Investigation, Cars	g services for the De		
		Term of Contract:	06/30/2010 - 06/30/2011	Consultant: NO	Contract # 11544	F
	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	GEOTECHNICAL & ENVIRONMENTAL	BONDS: GENERAL OBLIGATION BONDS	\$15,000	PROFESSIONAL SERVICE
0.4				1 . 10 .	17	
24.	Contract Description:	Correctional Center Expansion, In	inal contract, which provides Materia ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu	. 07-C07a; SPWB C	Contract No. 3797. 7	This amendment
24.		Correctional Center Expansion, In increases the maximum amount f including site visits. Term of Contract:	ndian Springs, NV, SPWB Project no	. 07-C07a; SPWB C aed materials testing Consultant: NO	Contract No. 3797. 7	This amendment ion services
24.		Correctional Center Expansion, In increases the maximum amount f including site visits.	ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu	. 07-C07a; SPWB C ued materials testing	ontract No. 3797. T and special inspect	This amendment ion services
24.	Description:	Correctional Center Expansion, Ii increases the maximum amount f including site visits. Term of Contract: STATE PUBLIC WORKS BOARD - 2005 MILITARY CIP PROJECTS - LVRC- Non-Exec This is an amendment to the origin Rediness Center, Clark County A amendment increases the maximu electrical engineering, cost estimate entrance of the facility. This part architectural, mechanical engineet 10,000 s.f. (enclosed) and 25,000 amount by \$24,600.	ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu 11/10/2008 - 06/30/2011 HERSHENOW & KLIPPENSTEIN inal contract, which provides professi rmory, Las Vegas, NV, SPWB Projec im amount from \$2,530,985 to \$2,58 ating and construction administration of the scope of work increases the am rring, fire sprinkler (performance spect s.f. (roof and columns only) metal bu	. 07-C07a; SPWB C led materials testing Consultant: NO BONDS: 33% FEDERAL 67% onal architectural/en ct No. 09-C14; SPW 8,185 to provide arcl for a new +700 s.f. § nount by \$32,600. T cification) and electri ildings. This part o	Contract No. 3797. T and special inspect Contract # CONV5933 \$57,200 gineering services f B Contract No. 487 hitectural, structural guardhouse located of his amendment also ical engineering services f the scope of work	This amendment ion services PROFESSIONAL SERVICE For the New 6. This , mechanical, and on the island at the provides vices for the
	Description: 190 Contract	Correctional Center Expansion, Ii increases the maximum amount f including site visits. Term of Contract: STATE PUBLIC WORKS BOARD - 2005 MILITARY CIP PROJECTS - LVRC- Non-Exec This is an amendment to the origin Rediness Center, Clark County A amendment increases the maximu electrical engineering, cost estimate entrance of the facility. This part architectural, mechanical engineer 10,000 s.f. (enclosed) and 25,000 amount by \$24,600.	ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu 11/10/2008 - 06/30/2011 HERSHENOW & KLIPPENSTEIN inal contract, which provides professi rmory, Las Vegas, NV, SPWB Projec im amount from \$2,530,985 to \$2,583 ating and construction administration of the scope of work increases the an rring, fire sprinkler (performance spect s.f. (roof and columns only) metal bu 12/08/2009 - 06/30/2013	. 07-C07a; SPWB C led materials testing Consultant: NO BONDS: 33% FEDERAL 67% onal architectural/en ct No. 09-C14; SPW 8,185 to provide arcl for a new +700 s.f. § nount by \$32,600. T cification) and electri ildings. This part o	Contract No. 3797. 1 and special inspect Contract # CONV5933 \$57,200 gineering services f B Contract No. 487 hitectural, structural guardhouse located of his amendment also ical engineering serv f the scope of work	This amendment ion services PROFESSIONAL SERVICE for the New 6. This , mechanical, and on the island at the provides vices for the increases the
	Description: 190 Contract	Correctional Center Expansion, Ii increases the maximum amount f including site visits. Term of Contract: STATE PUBLIC WORKS BOARD - 2005 MILITARY CIP PROJECTS - LVRC- Non-Exec This is an amendment to the origin Rediness Center, Clark County A amendment increases the maximu electrical engineering, cost estimate entrance of the facility. This part architectural, mechanical engineet 10,000 s.f. (enclosed) and 25,000 amount by \$24,600.	ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu 11/10/2008 - 06/30/2011 HERSHENOW & KLIPPENSTEIN inal contract, which provides professi rmory, Las Vegas, NV, SPWB Projec im amount from \$2,530,985 to \$2,58 ating and construction administration of the scope of work increases the am rring, fire sprinkler (performance spect s.f. (roof and columns only) metal bu	. 07-C07a; SPWB C led materials testing Consultant: NO BONDS: 33% FEDERAL 67% onal architectural/en ct No. 09-C14; SPW 8,185 to provide arcl for a new +700 s.f. § nount by \$32,600. T cification) and electri ildings. This part o	Contract No. 3797. T and special inspect Contract # CONV5933 \$57,200 gineering services f B Contract No. 487 hitectural, structural guardhouse located of his amendment also ical engineering services f the scope of work	This amendment ion services PROFESSIONAL SERVICE For the New 6. This , mechanical, and on the island at the provides vices for the
25.	Description: 190 Contract Description:	Correctional Center Expansion, Ii increases the maximum amount f including site visits. Term of Contract: STATE PUBLIC WORKS BOARD - 2005 MILITARY CIP PROJECTS - LVRC- Non-Exec This is an amendment to the origi Rediness Center, Clark County A amendment increases the maximu electrical engineering, cost estima entrance of the facility. This part architectural, mechanical engineet 10,000 s.f. (enclosed) and 25,000 amount by \$24,600. Term of Contract: STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	ndian Springs, NV, SPWB Project no rom \$115,700 to \$130,700 for continu 11/10/2008 - 06/30/2011 HERSHENOW & KLIPPENSTEIN inal contract, which provides professi rmory, Las Vegas, NV, SPWB Projec im amount from \$2,530,985 to \$2,583 ating and construction administration of the scope of work increases the an rring, fire sprinkler (performance spect s.f. (roof and columns only) metal bu 12/08/2009 - 06/30/2013	O7-C07a; SPWB C and materials testing Consultant: NO BONDS: 33% FEDERAL 67% onal architectural/en et No. 09-C14; SPW 8,185 to provide arcl for a new +700 s.f. g nount by \$32,600. T cification) and electri aildings. This part o Consultant: NO OTHER: VARIOUS	Contract No. 3797. T and special inspect Contract # CONV5933 \$57,200 gineering services f B Contract No. 487 hitectural, structural guardhouse located of his amendment also ical engineering serv f the scope of work Contract # 10076 \$100,000	Fhis amendment ion services PROFESSIONAL SERVICE For the New 6. This mechanical, and on the island at the provides vices for the increases the PROFESSIONAL SERVICE

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27.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION - TITLE I	PACIFIC RESEARCH ASSOCIATES	FEDERAL	\$93,202	
	Contract Description:	for Title I Part B, Even Start Prog amendment extends the terminati	inal contract, which provides technica gram and Title I Comprehensive Scho on date from September 30, 2010 to S ervices to be provided for an additiona	ol Performance repo September 30, 2012	orts for various feder	al programs. This
28.	330	Term of Contract: DEPARTMENT OF CULTURAL AFFAIRS - ADMINISTRATION	07/08/2008 - 09/30/2012 RUSHWORTH, MICHELE	Consultant: NO GENERAL	Contract # CONV5716 \$20,000	
20.	Contract	This is a new contract to acquire	the services of an artist to paint the of	ficial Governor's Po	rtrait.	
	Description:	Term of Contract:	09/01/2010 - 02/01/2011	Consultant: NO	Contract # 11552	
29.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - ADMINISTRATION	PYRAMID LAKE TRIBAL HEALTH CLINIC	FEDERAL	\$47,090	
	Contract Description:	This is a new revenue contract to provide community outreach and build community connectedness to further support efforts of suicide prevention awareness education, training and advocacy.				
		Term of Contract:	Upon Approval - 12/31/2010	Consultant: NO	Contract # 11392	
30.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	PUBLIC CONSULTING GROUP	GENERAL 50% FEDERAL 50%	\$30,000	
	Contract Description:	Amendment #5 will provide the C	inal contract that established Cost All Children's Mental Health (CMH) vers nily Services. This amendment increa	ion and installation of	of AlloCAP software	e specific to and
	406	Term of Contract: DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - WIC FOOD SUPPLEMENT	04/10/2009 - 06/30/2011 OPEN DOMAIN, INC.	Consultant: NO FEDERAL	Contract # CONV7128 \$242,825	SOLE SOURCE
31.	Contract Description:	This is an amendment to the origi Program. This amendment increa programming hours and an enhan STATE BUSINESS LICENSE. A	inal contract, which provides technolo ses the maximum amount of the contr iced server system. THIS VENDOR I APPROVAL OF THIS CONTRACT ICENSE AND BEING IN GOOD ST MENTS.	ract from \$677,975 t S IN THE PROCES IS CONTINGENT U	o \$920,800 due to a S OF SECURING A JPON THE VENDO	dditional A NEVADA DR SECURING A
		Term of Contract:	10/01/2007 - 09/30/2011	Consultant: NO	Contract # CONV4811	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	GNOMON, INC.	FEDERAL	\$53,800	SOLE SOURCE
	Contract	This is a new contract to geo-cod	le and map Nevada's electronic HIV/A	AIDS Surveillance S	ystem (eHARS) dat	abase.
	Description:	Term of Contract:	09/14/2010 - 12/31/2010	Consultant: NO	Contract # 11407	-
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	GENERAL	\$975,189	EXEMPT
	Contract Description:		nt to provide pharmacy services to dis 3 eligibility clients, in Clark and Nye		or the AIDS Drug A	ssistance Program
	Description:	Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11354	
34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - MATERNAL CHILD HEALTH SERVICES	UNIVERSITY OF NEVADA SCHOOL OF MEDICINE, RENO	GENERAL	\$74,620	
Ī	Contract		t to provide clerical support for mont	hly cranio/facial clir	nics.	
	Description:	Term of Contract:	07/01/2010 - 08/31/2014	Consultant: NO	Contract # 11248	
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - MATERNAL CHILD HEALTH SERVICES	UNIVERSITY OF UTAH SCHOOL OF MEDICINE	FEE: BIRTH REGISTRATI ON FEES	\$30,000	EXEMPT
	Contract Description:	Nevada. This amendment increas	inal contract which provides a Nevada es the maximum amount from \$168,0	000 to \$198,000 due		
		Term of Contract:	10/14/2008 - 06/30/2012	Consultant: NO	Contract # 11547	-
36.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD SUPPORT ENFORCEMENT PROGRAM	RENO CARSON MESSENGER SERVICE	OTHER: STATE SHARE OF COLLECTIONS 34% FEDERAL 66%	\$50,000	
	Contract	This is a new contract to provide	process service for Child Support Ent	forcement document	S.	
	Description:	Term of Contract:	07/01/2010 - 06/30/2011	Consultant: NO	Contract # 11378	
37.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIVISION OF CHILD & FAMILY SERVICES	FEDERAL	\$5,885,608	
		This is a new interlocal agreement	nt to provide childcare licensing and n	nonitoring activities	for children from bi	rth through 7
	Contract Description:	years of age.				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
38.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY PC	GENERAL	\$119,000	EXEMPT
	Contract	This is a new contract to prepare	and submit required Medicare Cost R	eports to Mutual of	Omaha on behalf of	NNAMHS
	Description:	Term of Contract:	09/14/2010 - 06/30/2014	Consultant: NO	Contract # 11278	
	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	INTERACTIVE VOICE APPLICATIONS, INC.	OTHER: COST ALLOCATION PLAN REIMBURSEM ENTS	\$29,558	
39.	Contract Description:	enable the automated generation, reports required by federal fundin Medicaid/Medicare Services (CM CAP. THIS VENDOR IS IN TH THIS CONTRACT IS CONTING BEING IN GOOD STANDING I AGENCY IS REQUESTING AD THE SEPTEMBER 10, 2010 INT	mentation, training and yearly hostin, delivery, collection, and analysis of r g regulations. It should be noted that IS) required cost allocation plan (CAI E PROCESS OF SECURING A NEV GENT UPON THE VENDOR SECUI N ALL AREAS OF THE SECRETA DITIONAL EXPENDITURE AUTH FERIM FINANCE COMMITTEE MI ENCY RECEIVING SUFFICIENT A	andom moment sam MHDS recently im P). This RMS syster ADA STATE BUS RING A NEVADA S RY OF STATE'S B ORITY THROUGH EETING. APPROV	ples. This includes g plemented a Center n is part of the imple INESS LICENSE. A STATE BUSINESS USINESS REQUIRI I WORK PROGRAJ AL OF THIS CONT	eneration of for ementation of the APPROVAL OF LICENSE AND EMENTS. THE M C18615 AT
		Term of Contract:	Upon Approval - 04/14/2013	Consultant: NO	Contract # 11509	
40.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	KEVIN CROWE, EDD	FEDERAL	\$22,440	
			ional services to the Nevada Commis e basic commission meeting participa			
	Contract Description:	Mental Health State Plan, NCMH	IDS member orientation, establish/ma ss, research and data analysis, and dev	intain relationships	with stakeholders, tr	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
41.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - ADMINISTRATION	ZIRMED, INC.	GENERAL	\$52,347		
	Contract Description:	billing and revenue collection act reporting requirements. Amendm	inal contract, which provides billing c ivities. Use of clearinghouse will enh nent #2 will extend the term of the con- point from \$48,107 to \$100,454, an inc	ance edit capabilitie ntract through June 3	s, reduce claim deni	als, and strengthen	
		Term of Contract:	04/29/2010 - 06/30/2011	Consultant: NO	Contract # 11014		
42.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - COMMUNITY JUVENILE JUSTICE PROGRAMS	KIMBERLY MOLNAR MFT LTD	GENERAL	\$10,000		
	Contract Description:		inal contract, which provides comprel im amount from \$10,848.00 to \$20,8		lition of budget acco		
		Term of Contract:	02/09/2010 - 06/30/2011	Consultant: NO	Contract # 10169		
43.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AMEC EARTH & ENVIRONMENTAL, INC.	FEDERAL	\$44,877	PROFESSIONAL SERVICE	
43.	Contract Description:						
		Term of Contract:	Upon Approval - 12/30/2011	Consultant: NO	Contract # 11432		
44.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AUTOMATED TEMPERATURE CONTROLS	FEDERAL	\$94,604	SOLE SOURCE	
44 .	Contract Description:	This is a new contract to install a the Combined Support Maintenan	Heating, Ventilation, and Air Condition Condition (CSMS).	ioning (HVAC) Dire	ect Digital Control (l	DDC) system in	
		Term of Contract:	Upon Approval - 12/30/2010	Consultant: NO	Contract # 11503		
45.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	INTERMOUNTAIN SLURRY SEAL, INC.	FEDERAL	\$283,000		
43.	Contract Description:	This is a new contract to perform providing all necessary document	apron rehabilitation at the AASF (Ar tation.	my Aviation Suppor	rt Facility) airfield to	o include	
		Term of Contract:	05/15/2010 - 11/30/2010	Consultant: NO	Contract # 11433		
46	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	TEDCO CONSTRUCTION, LLC	FEDERAL	\$67,648		
46.		- MILLIAK I					
46.	Contract		construction services for C-12 Hanga	r envelope repairs to	o include all necessa	ry documentation.	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
47.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	WALSH ODYSSEY ENGINEERING, INC.	FEDERAL	\$26,910	PROFESSIONAL SERVICE
47.	Contract Description:	This is a new contract to perform (DFAC) latrine to include provid	professional services for the design of all necessary documentation.	of the Stead Training	Center (STC) Dinii	ng Facility
	440	Term of Contract: DEPARTMENT OF CORRECTIONS - CARLIN CONSERVATION CAMP	Upon Approval - 10/30/2010 SPB UTILITY SERVICES, INC.	Consultant: NO GENERAL	Contract # 11416 \$27,807	
48.	Contract Description:	This is an amendment to the original	inal contract, which adds services and lment increases the maximum amount to plant upgrades.			
	590	Term of Contract: RENEWABLE ENERGY & ENERGY EFFICIENCY AUTHORITY	10/01/2008 - 06/30/2013 LUKE ANDREW BUSBY, LTD.	Consultant: NO OTHER: TRANSFER FOR PUBLIC SERVICE COMMISSION/ MILL ASSESSMENT 50% FEDERAL 50%	Contract # CONV5694 \$50,100	PROFESSIONAL SERVICE
49.	Contract Description:	Contract This is an amendment to the original contract, which provides legal Energy Commissioner in adopting regulations for International Energy Conservation Code; the establishment of a program to evaluate the energy consumption of residentia property for sale in Nevada per SB 358 (2009); the establishment of a minimum standard of energy efficiency for the gene purpose light; counsel and attorney for the Commissioner, the Authority, the New Energy Industry Task Force and the Sta Local Government Panel on Renewable Energy and Energy Efficiency in all actions, proceedings and hearings; and gener				
	611	Term of Contract: GAMING CONTROL BOARD	07/19/2010 - 04/30/2012 PRICEWATERHOUSECOOPERS LLP	Consultant: NO GENERAL	Contract # 11383 \$30,000	PROFESSIONAL SERVICE
50.	Contract Description:	requirement.	a quality control audit of the Gaming		1	udit is a statutory
	650	Term of Contract: DEPARTMENT OF PUBLIC SAFETY - EMERGENCY MANAGEMENT	Upon Approval - 04/30/2011 KVH INDUSTRIES, INC.	Consultant: NO FEDERAL	Contract # 11500 \$54,492	SOLE SOURCE
51.	Contract Description:	This is an amendment to the origin vehicles. This amendment extend	inal contract, which provides satellite is the termination date from September to \$117,992 due to an increase in serv	er 30, 2010 to Septer		
		Term of Contract:	01/13/2009 - 09/30/2011	Consultant: NO	Contract # CONV6018	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	ASSET WORKS, INC.	HIGHWAY	\$30,646	SOLE SOURCE	
52.	Contract Description:	installation/configuration of Info on-site training as part of the scop		lighway Patrol Divis	sion. The contractor	deployment, and will also provide	
53.	701	Term of Contract: DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - CONSERVATION DISTRICTS	Upon Approval - 06/30/2011 NATURAL RESOURCES CONSERVATION SERVICE	Consultant: NO OTHER: REVENUE CONTRACT	Contract # 11496 \$40,000	EXEMPT	
	Contract Description:	natural resources and enhance age Districts.	provide public outreach services to u ricultural abilities and sustainability b	y working in partner	rships with Nevada		
54.	702	Term of Contract: DEPARTMENT OF WILDLIFE - WILDLIFE CIP-Non-Exec	Upon Approval - 09/30/2011 CUSTOM GLASS DISTRIBUTORS, INC.	Consultant: NO OTHER: Q-1 BOND FUNDS	Contract # 11388 \$10,542		
	Contract Description:	This is a new contract to replace windows at Nevada Department of Wildlife headquarters. Term of Contract: Upon Approval - 11/30/2010 Consultant: NO Contract # 11429					
55.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	UTAH STATE UNIVERSITY	FEE: PREDATOR FEES 25% FEDERAL 75%	\$375,000		
	Contract Description:	This is an amendment to the original contract, which provides for a study to determine if predator control has a positive be on mule deer population. This amendment extends the termination date from June 30, 2010 to August 12, 2015 and increase					
		Term of Contract:	02/09/2010 - 08/12/2015	Consultant: NO	Contract # 10002		
56.	702	DEPARTMENT OF WILDLIFE - HERITAGE- Non-Exec	MAXELL GLOBAL TECHNOLOGIES	OTHER: HERITAGE TRUST ACCOUNT	\$30,000		
	Contract	This is a new contract for scientif	ïc data analysis of factors influencing	Nevada mule deer j	population over time		
	Description:	Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11346		
57.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS-Non- Exec	4-D PLUMBING & BUILDERS' SUPPLY, INC.	OTHER: UTILITY SURCHARGE	\$74,700		
	Contract Description:	THIS VENDOR IS IN THE PRO CONTRACT IS CONTINGENT	on-call services for emergency well p CESS OF SECURING A NEVADA UPON THE VENDOR SECURING N ALL AREAS OF THE SECRETA	STATE BUSINESS A NEVADA STAT	LICENSE. APPRO E BUSINESS LICE	OVAL OF THIS NSE AND	
			Upon Approval - 06/30/2013				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
58.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - NURSERIES	NEVADA NATURAL HERITAGE PROGRAM	FEDERAL	\$37,500		
	Contract Description:		t to provide funding for collection an for Great Basin Endemic Plant Specie		eds for the US Fish	and Wildlife	
59.	709	Term of Contract: DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	Upon Approval - 12/31/2011 ENVIRONMENTAL INCENTIVES, LLC	Consultant: NO FEDERAL	Contract # 11401 \$45,000	SOLE SOURCE	
	Contract Description:	This is an amendment to the original contract, which creates the opportunity for urban jurisdictions to have a guided introduction to the Crediting Program and related storm water tools with limited assistance to resolve specific technical issues through telephone support. This amendment increases the maximum amount from \$117,344 to \$162,344 to enhance services and support to those urban jurisdictions that have elected to provide supplementary funding for this project.					
	800	Term of Contract: DEPARTMENT OF TRANSPORTATION	01/12/2010 - 06/30/2011 TOWILL, INC.	Consultant: NO HIGHWAY 5% FEDERAL 95%	Contract # 10289 \$449,734		
60.	Contract Description:	This is a new contract to provide a survey of localizer performance with vertical guidance approaches at five airports within Nevada, with data being sent to the Federal Aviation Administration (FAA). The survey is to identify potentially hazardous obstructions in navigate able airspace.					
61.	901	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	09/14/2010 - 05/28/2011 CARC DBA FALLON INDUSTRIES	Consultant: NO FEDERAL	Contract # 11495 \$414,951		
	Contract Description:	This is a new contract, utilizing funds from the American Recovery and Reinvestment Act (ARRA), to provide for th employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting inclu-					
62.	901	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	10/01/2010 - 10/31/2011 EASTER SEALS SOUTHERN	Consultant: NO FEDERAL	Contract # 11428 \$511,076		
	Contract Description:	employment of individuals with o	unds from the American Recovery an disabilities and/or the most significant the employment of these individuals	t disabilities in an int	tegrated work settin		
		Term of Contract:	10/01/2010 - 10/31/2011	Consultant: NO	Contract # 11426		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
63.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	GREENER VEGAS, INC.	FEDERAL	\$360,000		
	Contract Description:	employment of individuals with or provision the vendor will sustain	unds from the American Recovery and lisabilities and/or the most significant the employment of these individuals a	t disabilities in an int after the ARRA func	tegrated work setting ling has ceased.		
64.	901	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB REHABILITATION DIVISION All Budget Accounts	10/01/2010 - 10/31/2011 WESTERNAIRE, INC.	Consultant: NO OTHER: ALL DETR BUDGET ACCOUNTS	Contract # 11427 \$5,000		
	Contract Description:	This is an amendment to the original contract, which provides repair service on an as-needed basis to the department's northern Nevada facilities heating and air conditioning systems. This amendment increases the maximum amount from \$8,000 to \$13,000 due to an increase in the volume of repairs.					
65.	902	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	06/11/2009 - 04/30/2011 NEVADAWORKS	Consultant: NO FEDERAL	Contract # CONV6363 \$18,000		
	Contract Description:	rvices to dislocated v lue to a math error in					
66.	902	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	07/01/2010 - 06/30/2012 GREAT BASIN PAINTING & DECORATING, INC.	Consultant: NO OTHER: EMPLOYMENT SECURITY SPECIAL FUND - UI PENALITIES AND INTEREST	Contract # 11069 \$29,470		
	Contract Description:	This is a new contract to prepare and paint the exterior of the Department of Employment, Training and Rehabilitation's buildi at 500 E. Third Street, Carson City, Nevada.					
67.	902	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	Upon Approval - 06/30/2011 KFC BUILDING CONCEPTS, INC.	Consultant: NO OTHER: UNEMPLOYMENT INSURANCE PENALTIES AND INTEREST ACCOUNT	Contract # 11413 \$49,985		
	Contract Description:		for the removal of concrete in specific iministrative Office building at 500 E Upon Approval - 08/31/2011			nt, Training and	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
68.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	SCHNEIDER ELECTRIC BUILDINGS	OTHER: UNEMPLOYMENT INSURANCE PENALTIES AND INTEREST ACCOUNT	\$15,000	
	Contract Description:	related sensors associated with th	inal contract, which provides preventa e mechanical equipment at 2800 East to \$90,000 to provide adequate fundir	St. Louis, Las Vega	s. This amendment i	increases the
69.	902	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION All Budget Accounts	09/11/2007 - 06/30/2011 WESTERNAIRE MECHANICAL	Consultant: NO OTHER: ALL DETR BUDGET ACCOUNTS	Contract # CONV4446 \$18,000	
	Contract Description:	This is an amendment to the original contract, which provides heating and air conditioning service and maintenance for units at 500 E. Third Street, Carson City, Nevada. This amendment increases the amount from \$20,400 to \$38,400 to cover the monthly payment of \$869 per month and any additional repairs until the contract expires.				
70.	908	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	12/01/2009 - 11/30/2011 ILLINOIS DEPT OF EMPLOYMENT	Consultant: NO FEDERAL	Contract # 10216 \$40,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide project management and subject matter expertise to the Projections Management Partnership in the development of "green" jobs labor market information.				
71.	908	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	Upon Approval - 06/30/2011 LABOR MARKET SOLUTIONS, LLC	Consultant: NO FEDERAL	Contract # 11418 \$87,000	SOLE SOURCE
	Contract Description:	mediate the different state technic	project and product management to th cal requirements for a comprehensive	review of the "green	" labor market infor	
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11409	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	NEW YORK STATE DEPT OF LABOR	FEDERAL	\$48,500	EXEMPT	
72.	Contract Description:	subcommittee on the micromatrix Department of Labor will devise prioritize software feature develo development of software help doo the services to be provided include	at to provide services under this contr coccupational projections software re recommendations on data processing pment; conduct software acceptance cumentation; and contribute subject r le co-leading up to two training work	ewrite. As research a flow, screen design, testing; provide over natter expertise for the shops.	analyst, the New Yo and technical speci sight to research pro- raining redevelopme	rk State fications; ojects; assist in the	
73.	908	Term of Contract: DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	12/01/2009 - 06/30/2011 NORTH CAROLINA, STATE OF	Consultant: NO FEDERAL	Contract # 11042 \$15,000	EXEMPT	
	Contract Description:	This is a new interlocal agreement to provide project management and subject matter expertise to the Projections Managing Partnership in the development of "green" jobs labor market information. Term of Contract: Upon Approval - 06/30/2011 Consultant: NO Contract # 11420					
74.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB DETR ADMINISTRATIVE SERVICES All Budget Accounts	VORTEX INDUSTRIES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$13,000		
	Contract Description:	This is an amendment to the original contract, which provides repair and installation of both automatic and manual doors. This amendment increases the maximum amount from \$9,500 to \$22,500 due to the increased need for services.					
	950	Term of Contract: PUBLIC EMPLOYEES BENEFITS PROGRAM	01/29/2010 - 12/31/2011 CLEAN WATER COALITION	Consultant: NO OTHER: REVENUE CONTRACT	Contract # 10377 \$359,040		
75.	Contract Description:	Program. There are four employed		1	-	oyees Benefits	
76.	BDC	Term of Contract: LICENSING BOARDS & COMMISSIONS - OSTEOPATHIC MEDICINE	10/01/2010 - 06/01/2050 BERKLEY & BERKLEY CPA'S, LLC	Consultant: NO FEE: LICENSING FEES RECEIVED BY NEVADA STATE BOARD OF OSTEOPATHIC MEDICINE	Contract # 11373 \$29,997	PROFESSIONAL SERVICE	
	Contract Description:		nal contract to assist staff in integration dment extends the termination date fr rom \$19,998 to \$59,994.	on of Quick Books w			
		Term of Contract:	Upon Approval - 09/25/2011	Consultant: NO	Contract # 10420		

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***8. MASTER SERVICE AGREEMENT**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
	MSA	VARIOUS STATE AGENCIES	DRUG FREE WORKPLACES, INC.	OTHER: VARIOUS AGENCY FUNDS	\$500,000		
MSA 1.	Contract Description:	This is an amendment to the original contract which provides testing of human bodily fluids for blood alcohol content and drugs of abuse. The requirement includes laboratory testing in several categories that include but are not limited to: for cause, pre- employment and random testing of employees. This amendment complies with amended RFP 1712 Scope of Work to meet the new United States Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register for the Substance Abuse and Mental Health Services Administration. United States					

9. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

*10. 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

<u>Notice of this meeting was emailed for posting to the following location:</u> Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV Hadi Sadjadi: <u>hsadjadi@dps.state.nv.us</u>

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.

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DETAILED AGENDA

September 9, 2010

*1. APPROVAL OF THE JULY 30, 2010 SPECIAL BOARD OF EXAMINERS'MEETING MINUTES

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:

Comments:

*2. APPROVAL OF THE AUGUST 11, 2010 BOARD OF EXAMINERS' MEETING MINUTES

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

*3. 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. Department of Administration – Budget and Planning Division - \$50,000.00

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$50,000 to allow for transitional costs for newly elected officials.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

B. Office of the Governor – American Recovery and Reinvestment Act (ARRA) Director's Office - \$40,730.00

The Director's Office is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$40,730 to cover a shortfall in the ARRA Assessments for fiscal year 2010.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Education – School Remediation Trust Fund - \$610,294.00

The department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$610,294 for fiscal year 2010 to address a shortfall in the funding for Full-Day Kindergarten.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

D. Secretary of State's Office - \$25,569.00

The agency is requesting an allocation of \$25,569 from the Interim Finance Committee Contingency Fund to provide the 5% match for Nevada's federal allocation in fiscal year 2010 Title II Help America Vote Act funds.

Clerk's Recommendation: I recommend approval.			
Motion By:	Seconded By:	Vote:	
Comments:			

*4. VICTIMS OF CRIME 2010 4TH QUARTER REPORT AND 2011 1ST 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 80% of the approved amount for the 1st quarter of FY 2011.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***5. TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

A. Hugh Lantz, Bret Lantz, Janice Lantz – TC15506 Amount of Claim – \$580,000.00

Discussion: The following report of investigation and subsequent recommendation from Nancy Bowman, Claims Manager for the Attorney General, has been approved by James Spencer, Chief of Staff. Ms. Bowman's report dated August 11, 2010 states:

The Nevada Private Investigator's Licensing Board (PILB) received a citizen complaint that Able Services was performing "tenant screening" without a private investigator's license. The citation has been dismissed, however the claimant is stating that revenue was lost during a two-month period while the case was being contested. The claimant believes the defendant ruined their business.

<u>Recommendation</u>: The report recommended that the claim be paid in the amount of \$580,000.00.

Motion By:Seconded By:Vote:Comments:

omments.

B. David Kennedy – TC15511 Amount of Claim - \$75,000.00

Discussion: The following report of investigation and subsequent recommendation from Nancy Bowman, Claims Manager for the Attorney General, has been approved by James Spencer, Chief of Staff. Ms. Bowman's report dated August 23, 2010 states:

Mr. Kennedy, while working for MGM Mirage, Inc., was setting up for a training program that was being held at UNLV's Sam Fulton Building. As he was moving between tables to distribute written materials for the program he tripped over an electrical cord that was leading to a self-powered loudspeaker. The loudspeaker was supported by a 5-6 foot tall tripod. When he tripped, the tripod tipped and the loudspeaker fell, hitting him on the temple. He was transported to Desert Springs Hospital.

Due to the head injury he received, Mr. Kennedy now suffers from medically documented significant and permanent cognitive and mobility deficits and a profound stutter. Medical expenses to date exceed \$33,000.

The UNLV staff member who set up the loudspeaker was aware that all the electrical cords should be taped down but he refrained from doing so when he set it up. He was waiting to see if the presenter agreed with the set up before taping down the cords.

The UNLV employee breached his duty of care by not taping down the electrical cords of which Mr. Kennedy tripped over. The State of NV bears liability for Mr. Kennedy's injuries.

<u>Recommendation</u>: The report recommended that the claim be paid in the amount of \$75,000.00.

Motion By:	Seconded By:	Vote:
Comments:		

*6. LEASES

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

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

***7.** CONTRACTS

Seventy-six independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.			
Motion By:	Seconded By:	Vote:	
Comments:			
*8. MASTER SERV	ICE AGREEMENT		
One master service agreeme	nts were submitted to the Board for review	y and approval	

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

Clerk's Recommendation:	I recommend approval.	
Motion By:	Seconded By:	Vote:
Comments:		

9. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

*10. ADJOURNMENT

Motion By:	Seconded By:	Vote:
Comments:		

MINUTES MEETING OF THE BOARD OF EXAMINERS

July 30, 2010

The Board of Examiners met on July 30, 2010, in the Annex on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 11:30 a.m. Present were:

Members:

Governor Jim Gibbons Attorney General Catherine Cortez Masto Secretary of State Ross Miller Acting Clerk Stephanie Day

Others Present:

Jim Groth, State Office of Energy Tom Wilczek, State Office of Energy Jeff Mohlenkamp, Department of Corrections Judy Stokey, NV Energy Nicole Willis-Griuce, The Ferraro Group Brett Barratt, Department of Business and Industry, Division of Insurance Katie Armstrong, Attorney General's Office

<u>Press:</u> Sandra Chereb, Associated Press Cy Ryan, Las Vegas Sun Sean Whaley, Nevada News Bureau

*1. SALARY ADJUSTMENTS

Α. 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
3706	Prison Medical Care	\$466,672	
3738	Southern Desert Correctional Center	\$185,352	
	Total	\$652,024	

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Commonta		

Comments:

Governor: Good morning everyone. The State Board of Examiners meeting will come to order. Today the date, time and location for the Board of Examiners meeting is July 30, 2010 at 11:30 a.m. located in the Capitol Building. Madam Clerk, for the record note the presence of the Secretary of State, the Governor, and the Attorney General will be calling in. We will note her presence when she calls. We have a very short agenda this morning and we will begin with agenda item 1 salary adjustments. These are distributions of salary adjustments to Departments, Commissions and Agencies pursuant to Chapter, yes, this is the Board of Examiners.

Lindsey: Good morning; this is Lindsay with the Attorney General's Office. I have General Masto for you.

Governor: Wonderful, thank you. Good morning.

Attorney General: Good morning, this is Catherine.

Governor: Yes, Catherine, the Governor and the Secretary of State are present. We have just begun with agenda item number 1 salary adjustments, Madam Clerk.

Madam Clerk: Thank you Governor. This is a request to distribute salary adjustment funds appropriated to the Board of Examiners' for the difference between the 6% salary reduction included in the Governor's recommended budget and the 4.6% furlough approved by the legislature. This difference of 1.4% was appropriated to the Board of Examiners to distribute to agencies as needed. The \$654,024 request before the Board today covers the Department of Corrections' Prison Medical and Southern Desert Correctional Center for Fiscal Year 2010. Additional salary adjustment requests will be requested at the August meeting.

Governor: Are there any questions or comments from members of the Board? Hearing none, is there a motion for approval of the salary adjustments under agenda item number 1?

Secretary of State: I move.

Governor: Moved 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 agenda item number 1 has passed the Board of Examiners.

*2. FURLOUGH ADJUSTMENTS

A. Distribution of Furlough Exemption Funds to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 7 and 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 unpaid furlough leave for critical positions. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended for fiscal year 2010:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3762	High Desert State Prison	\$635,360	
	Total	\$635,360	

<u>Clerk's Recommendation</u>: I recommend approval.

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Comments:

Governor: Moving on now to number 2 which are furlough adjustments. These are distribution of furlough exemption funds to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Madam Clerk.

Madam Clerk: Thank you Governor. This is a request to distribute funds that were appropriated in Senate Bill 433 for furlough exceptions approved by the Board of Examiners. The request before the Board today is \$635,360 for High Desert State Prison for Fiscal Year 2010. There will be additional requests in August for this item also. The Board of Examiners approved approximately \$3.8 million in furlough exceptions for the Department of Corrections. Due to vacancies, the Department controlling overtime, and other factors, the total that will be requested for Fiscal Year 2010 is projected to be \$2.33 million.

Governor: And will that be after the next Board of Examiners meeting request for furlough distribution?

Madam Clerk: Yes.

Governor: So it will be \$2.33 compared to the \$3.8 set aside.

Madam Clerk: Yes.

Governor: Any comments or questions with regard to agenda item number 2.

Secretary of State: Move for approval.

Governor: Moved by the Secretary of State for approval, 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 that agenda item number 2 passed the Board of Examiners.

*3. LEASES

One statewide lease was submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of StateSeconded By: Attorney GeneralVote: 3-0Comments:

Governor: We move to agenda item number 3 which are leases, Madam Clerk.

Madam Clerk: Thank you Governor. On the agenda this morning there is one lease for the Department of Business and Industry Division of Insurance.

Governor: Comments or questions with regard to the lease under agenda item number 3?

Secretary of State: Move for approval.

Attorney General: Second the motion.

Governor: Moved by the Secretary of State and 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 3 passed the Board of Examiners.

*4. CONTRACTS

One independent contract was submitted to the Board for review and approval.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

Governor: We move to agenda item number 4 which are contracts. We have one contract.

Madam Clerk: Thank you Governor. We have one contract on the agenda this morning for the State Energy Office.

Governor: And I do believe this was the contract in which the Attorney General had a question and we removed it from the previous Board of Examiners agenda for today.

Madam Clerk: Yes it is Governor.

Governor: Madam Attorney General, do you still have questions on this issue you wish to bring forward?

Attorney General: Yes. And if Mr. Groth is there I ask him to come forward. And Governor let me just say after our last meeting we did talk. We talked about the contract, he answered my questions, but I also told him that I was going to talk with my staff to have them weigh in on this as well. Just recently I have been informed that the Public Utilities Commission has issued an order and the order is for a study on distribute generation study of Nevada it appears to me that the scope of work is similar to the contract that Mr. Groth from the Energy Department is pursuing as well. Here is my concern in talking with Mr. Groth he wanted an independent analysis done by NV Energy to be specific. This was also brought before the Public Utilities Commission here in Nevada. They took this into consideration when they made there order seeking to have this study done and not only that because of the concerns they created a stake holders group an independent stake holder group individuals involved including the Nevada State Office of Energy as well as my office and along with that they put procedures in place to ensure not only were the individual stake holders monitoring the study that is being commissioned by the Public Utilities Commission and being undertaken by NV Energy and Sierra Pacific Power they required the stake holder to come back to the commission on a regular basis so they could be updated on the activity of what is going on. Along with that the commission itself is holding a public workshop where the public can be engaged on this process as well. I talked with Mr. Groth this morning and informed him of my thoughts on the order that was put out by the commission. And my concern is that I think that there is duplication and there is no need for two studies at this point in time when it appears that all of the resources that the stake holders are going to be looking at engaged in the same study but there are a large number of stake holders involved. So those are my concerns and I wanted to bring my concerns to the board so that the board could hear it and also give Mr. Groth the opportunity to address those concerns and give any addition comments.

Governor: Okay, Mr. Groth.

Jim Groth: I will pass out, thank you Madam Attorney General, Governor, Secretary, I will pass out some of the Nevada Energy Company Strike Force some of the advocates of the study. And get that over to your office also Madam Attorney General. I've got basically just a prepared statement about the study if I could pass through the Board's approval. The distribute generation study in question here is not, we do not see it as duplicative we do not as an either/or situation in regards to conducting the study in Nevada. There is no downside to the State of Nevada for conducting a citizen based DG or distributive generation study independent of the private... this is not funding source competitive. Our study or one study committed by federal funds is our federal ARRA funds which is a \$236,000 contract that we took back from one of the schools that didn't utilize all of their funding and it's going to be swept or we have been told that it will be swept by the Department of Energy and taken back to the feds as of September 30th if it is unspent. So this is strictly federal ARRA dollars no state taxpayer dollars conducting the study. No rate payer dollars for senior citizens. So this is not source competitive. The other study will be born by the rate payers of Nevada, ultimately, if it's conducted by utility. There is no detriment in having two data points of collection, thus two studies on distributive generation conducted in Nevada. The comparative analysis by two disparate studies on the same subject will only draw a stronger and more feasible solution for energy to come and develop in Nevada. And a point that I make of most emphasis in this analysis is the example that I give, turn back to my bullets here, and between 2003 and to date we have installed about six megawatts of distributive generation, solar, 120 kilowatts of wind, very small comparative amounts to the 7500 megawatt capacity in Nevada that we have. So we are at .0008% of 1% in distributive generation. We are not talking about riptide projects and RFP's that the Utility will conduct for large riptide projects. This is DGA, distributive generation for rooftop, housetop, commercial, small commercial, up to 1 megawatt we talk about with the Utility study. And the example that I give most clearly, is in discussing two studies coming up, one study is a quarter million dollars, I am giving a hypothetical, by the utility company, and our \$236,000 we use from federal ARRA funds that are used on this. Potential economic Nevada, economic impact driver for this is as if, say the study comes back and says that the infrastructure for Nevada Power South and Sierra Pacific North can take on 400 megawatts of distributive generation. At about 5 million dollars a megawatt right now to install silver, that's kind of about where were at in the megawatts, when a school does a \$200,000 30 kilowatt project it kind of gives relevance. At about 400 or 375 megawatts in Nevada, that's a billion and a half dollars, 1.5 billion dollars in economic development. If we cut that number in half and go to 200 megawatts we cut that 1.5 billion dollars in economic development in half to three quarters of a billion dollars. So, the absolute critical nature of getting as much data as you can from disparate studies or independent studies is nothing but beneficial with no downside. There is no downside. Particularly, from the funding stream or funding source of this study, so there's no downside. The independent DG study will be conducted by a Nevada prime contractor using many subject matter expert sub-contractors residing in Nevada. Without this study the money will go back to the

federal government and employ no one in Nevada. The U.S. Department of Energy has already improved and encourages the Nevada State Office of Energy's preparation of this independent study. The Nevada State Office of Energy study will encompass other co-opt utilities in the state not just areas managed by NV Energy. First and foremost, NV Energy is primarily beholding to it shareholders, not the rate payers of Nevada. While the NSOE does not oppose and even encourages to studies on DG, the companies for Sierra Pacific Power and Nevada Power, doing business as NV Energy, their study will ultimately be born by the backs of the rate payers. Conversely, the NSOE represents the citizens of Nevada and is already pre-funded through DOE ARRA funds. The comparative analysis data of two studies will be far superior in driving the Nevada Energy economic engine. Currently we operate about 6 megawatts, as I said, distributive generation has been installed from 2010 to date. We do have force, we operate and I facilitate the Nevada Energy Economy Strike Force of which Mr. Secretary and the Governor I have given you copies of, I put out a pulling of the entire desperate group of this strike force of public sector folks, private sector folks, legal folks, and desperate, and at 21 responses out of 39 of our members, every single one of the responses of our members wholeheartedly supports the independent study with or without the NV Energy conjunctive study, but believes that an independent study will give us the data and comparative analysis. And the two studies come up disparate and that is a good finding that works because the subject matter experts will then come together, and our study is to be conducted between now, we wanted to kick it off right after the BOE session here two weeks ago on the 13th or 14th of July, so ours will be kicked off say here by August 1st, August 2nd timeframe and be completed by October 31st ready, with data to feed to the 2011 Legislative Session for Bill Draft Request preparations. So, it's an economic driver for the State of Nevada is simply our point were making. And there is no downside to allowing the independent 3rd party study to be conducted whether or not the PUCN and the State over process and the Utility decides to conduct a study.

Governor: Any questions?

Attorney General: Governor, just a few comments, I guess my concern also is the studies are not only moving forward, but the studies are going to report at the same time. And we are capturing the same resources at the same time so it doesn't seem beneficial to the ultimate outcome of the study that you are trying to obtain. It doesn't make sense that we all focus on putting together one study.

Governor: Well I guess the question is, is whether we are willing to spend federal tax dollars generated on the larger tax base over a nationwide area versus the rate payers of Nevada, who are paying for the same cost to have the Utility Company do the study, which has in my opinion, invested interest in the outcome. So I'm concerned that we are asking the people of Nevada to pick up the cost, when the people of the United States are willing to pick up the same cost.

Attorney General: Governor, I agree with your concern, but it has come to my attention (in auditable). My understanding is whether we move forward or not, the PUC is going to continue to go to the Board with this.

Governor: Right, and nor are we in the case where we are in a game of chicken, see who backs down first.

Jim Groth: If I could make a comment, it doesn't need to be a game show. There is no reason. When I mentioned that the ramifications of two data points of analyses that come out at the end of these studies can have an impact of three quarters of a billion dollars on the economy of Nevada. Is what were talking about here whether or not the rate payers of Nevada are going to spend a quarter of a million dollars on a contract study and then the already contracted study that we have lined up to spend roughly of a quarter of a million dollars. Were talking about a half a million dollars here either rate payer or as you say the nation's tax payers to fund the study. The benefit of getting data and analysis from the two different data points and I would state also that the subcontractors and the subject matter expertise out there in Nevada, we have an awful lot of subject matter expertise on great infrastructure in the State of Nevada. It's not just that seven NV Energy employee engineers are going to be targeted by one group and then be targeted by the other group, so it's duplicated in a sense that they are both being asked for the same information. Their the 91% publicly regulated utility in Nevada, they have a responsibility to provide information to the public. You might very well make the case that that forum is through PUCN, that they will make that through the stakeholder process. But, if were talking about, I just put a brass tax in raw numbers, were talking about a number that comes out and a study comes out and says we can take 375 megawatts on the grid and as the Governor represented the self interest driven Utilities, says no we can take 175 megawatts on the grid, your talking about all of the utility, the electrical contractors and construction workers out there, that will employ the difference between thousands and thousands of workers in Nevada. So there is, if the infrastructure and there is a compromise between 175 megawatt number and the 375 megawatt number and they decide 250 megawatts is what the grid can take. Won't that have been a far far better outcome that will employ literally, potentially thousands of more people, then if the only utility driven study only is the driver in the driver force regardless of the stake holder process. Whoever signs the payment process, for that and drives that, we again already have BOE approved to run this independent study and we don't want to foolishly or inefficiently use the taxpayers dollars whether it be Nevada citizens or U.S. citizens, but we think that this is a very, very critical appropriate study, I am one who said that four studies would be better than two on this, two studies far better than one. So I like to have a lot of points of analyses and data and I think that UNR and UNLV and some of their engineering that they've already done, a lot of the data point and data collection has been done. It's a matter of the higher contractors to go out, and sub-contractors to go out and collect that information. Not just from NV Energy, but as I mentioned other engineering sources that they will contract with and go out and employ a lot of people in Nevada even during their study, which is what the ARRA and stimulus funds from the Department of Energy were sent to Nevada for.

Governor: Okay. Any other comments or questions?

Secretary of State: Well I certainly understand the call for something that's going to arguably generate income for the State, but I share similar concerns that having looked at this study, it might not be beneficial to have two studies. It is my understanding that the PUC started the study.

Jim Groth: I did want to make one comment on that, Mr. Secretary, you know if the DG study was so important to Public Utilities Commission and so important to the utility why has it taken from 2003 until 2010 to conduct this study? They only started conducting this study and having interest in this study in April of 2008 to 2010. When Department of Energy, DC contacted NSOE as being the flight shift driver of the study then the utility jumped into it and then the PUCN jumped into it on the distributive generation drop. That is fact. And that is the question, why has it taken seven, I only use the 2003 number because that's when they started the NV Energy rebate

program that they've been putting renewals on and distributing renewals on for longer than that in the state, but in driving force. It's only just been since I brought up through Department of Energy, Department of Energy came to us to conduct this study and we said yes, you've been right in our mindset, we need to conduct this study in Nevada, then the utility jumped on board and says, were the driver. The Governor makes a good point, we've got to understand the magnitude of the right force between what we conned up, the independent citizen study versus the utility study. And regardless of stakeholder involvement in the PUCN, there are middle ground that serves the rate payers equally they serve the utility, and so we kind of look at our side as more purely a citizen strewn study and having it be a newer entity. I feel strongly about it and I think it has a lot to do with the economy driving Nevada, so I am making a voice that will push for it.

Governor: Any other comments? Questions? Is there a motion? I will move for approval of the contract under agenda item number 4. Is there a second? Hearing no second, the motion fails. We'll move on to agenda item number 5, Board member comments and public comments. Any member of the Board wishing to make a comment? Any member of the public wishing to make a comment? Hearing none, agenda item number 6 is adjournment. Is there a motion to adjourn?

Secretary of State: Move.

Governor: Moved. Is there a second?

Attorney General: Second.

Governor: All those in favor signify by saying aye. We are adjourned.

5. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

*6. ADJOURNMENT

Motion By:Seconded By:Vote:Comments:

MINUTES MEETING OF THE BOARD OF EXAMINERS

August 11, 2010

The Board of Examiners met on August 11, 2010, in the Annex on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

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

Others Present:

Jason Holm, Department of Health and Human Services, Division of Welfare and Supportive Services Karen Daly, Department of Public Safety Helene Robinson, Attorney General's Office Bob Cooper, Attorney General's Office Renee Olson, Department of Employment, Training and Rehabilitation Mike Pillon, Builders Association Northern Nevada Kevin Dick, University of Nevada, Reno Erin Seward, Department of Health and Human Services Dale Vacututti, Department of Health and Human Services Gene Columbus, Department of Corrections Kimberlee Tarter, Department of Administration, Purchasing Division Miles Celio, Office of the Military Cindy Jones, Department of Employment, Training and Rehabilitation Ardell Galbreth, Department of Employment, Training and Rehabilitation Brenda Ford, Department of Employment, Training and Rehabilitation Sherri Barkdull, Department of Business and Industry, Manufactured Housing Division Jim DeProsse, Department of Business and Industry, Manufactured Housing Division Hatice Gecol, Renewable Energy and Energy Efficiency Authority Tom MacDiarmid, Department of Education Michael Lynch, Department of Business and Industry, Division of Insurance Johnean Morrison, Nevada Highway Patrol Tony Almaraz, Nevada Highway Patrol Tammy Moffitt, Department of Employment, Training and Rehabilitation Katie Armstrong, Attorney General's Office Jim Spencer, Attorney General's Office Jeff Mohlenkamp, Department of Corrections Tami Beasley, Department of Taxation Joy Miller, Department of Business and Industry, Division of Insurance Greg Weyland, Department of Education Dorrie Kingsley, Department of Health and Human Services, Division of Health Care Financing and Policy

Janice Prentice, Department of Health and Human Services, Division of Health Care Financing and Policy Steve George, Treasurer's Office

Press:

Sean Whaley, Nevada News Bureau Ed Vogel, Las Vegas Review Journal Geoff Dornan, Nevada Appeal Sandy Chereb, Associated Press

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

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By: Attorney GeneralSeconded By: Secretary of StateVote: 3-0Comments:

Governor: Good morning everyone. The Board of Examiners for the State of Nevada will come to order. This is the location, date, and time set specifically for the Board. We have a rather robust agenda today as well and we will begin with agenda item number 1, approval of the July 13, 2010 Board of Examiners meeting minutes. Mr. Clerk please note for the record the presence of all Board members. Any comments or questions regarding number 1?

Attorney General: Move for approval.

Secretary of State: Second.

Governor: It has been moved for approval by the Attorney General, seconded by the Secretary of State. Any comments or questions with regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect agenda item number 1 passed.

*2. REQUEST TO WRITE OFF BAD DEBT

A. Department of Public Safety – Records and Technology Division - \$410.00

Pursuant to NRS 353C.220 the Records and Technology Division has taken the necessary action to collect debt pertaining to outstanding Civil Applicant Background Checks. The Division is requesting approval to write-off outstanding debts owed by the Department of Employment, Training, and Rehabilitation (DETR) which exceed \$50.00. The total amount of this request is \$410.00.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

Governor: Move to agenda item number 2 which is a request to write off bad debt, Mr. Clerk.

Clerk: Thank you Governor. It has been requested by the department that this item be withdrawn at this time.

Governor: Comments or questions?

***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 Public Safety – Highway Patrol Division - \$1,717,127.00

The Highway Patrol Division is requesting the authority to purchase 63 replacement vehicles not to exceed \$1,717,127.00. In the 2009-2011 budget cycles NHP requested funding to replace fleet vehicles which were approved during the 2009 Legislative Session. The replacement vehicles will replace those that have exceeded the 105,000 mile threshold. Not all vehicles may be replaced at the same time, but at the point the vehicle has reached its life expectancy.

<u>Clerk's Recommendation</u>: I recommend approval.

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

Governor: We move on to agenda item 3 which is state vehicle purchase, Mr. Clerk.

Clerk: Thank you Governor. The requests before the Board today, items 3A, B, C and D, these are requests from various agencies for vehicle purchases in the amount of \$1,826,163.00. The Department of Public Safety, Highway Patrol Division is requesting the authority to purchase 63 vehicles in the amount of \$1.7 million. The Highway Safety Grants section of the Department of Public Safety, is requesting approval to purchase 2 vehicles. The Department of Wildlife is requesting one vehicle, and the Department of Information Technology is requesting one vehicle. Governor do you desire to take these items individually or in one motion?

Governor: Is there any desire by any member of the Board to consider individually the requests for vehicle purchases?

Secretary of State: I move for approval of agenda items 3A, B, C and D.

Attorney General: Second the motion.

Governor: It has been moved for approval for all of the vehicle purchases. 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 number 3 passed.

B. Department of Public Safety – Highway Patrol Division – Highway Safety Grants - \$46,636.00

The Highway Safety Grants Division is requesting the authority to purchase one replacement vehicle and one new vehicle for a total of \$46,636.00. The purpose of the replacement vehicle is to replace an existing vehicle which has reached the 105,000 mile threshold. The new vehicle was legislatively approved for an employee who is currently utilizing a vehicle from the Nevada Highway Patrol.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

C. Department of Wildlife – Administration - \$27,507.00

The Department of Wildlife is requesting authority to purchase one new vehicle in the amount of \$27,506.25. They will be able to utilize U.S. Fish and Wildlife hunter education grant funds for the purchase of a new vehicle. The vehicle will be used by the Statewide Coordinator for the Hunter Education Program.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

D. Department of Information Technology – Network Transport Services Unit -\$34,893.00

DoIT is requesting approval to purchase a replacement vehicle in FY 2011. The vehicle will be used to transport tools and equipment to various mountaintop sites throughout the state. The vehicle being replaced has over 162,000 miles and is seven years old.

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
3715	Southern Nevada Correctional Center	\$898	
3716	Warm Springs Correctional Center	\$91,475	
3717	Northern Nevada Correctional Center	\$170,700	
3724	Northern Nevada Restitution Center	\$4,600	
3747	Ely Conservation Camp	\$5,509	
3759	Lovelock Correctional Center	\$32,910	
3223	Office of State Health Administration	\$8,185	
	Total	\$314,277	

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By: Secretary of StateSeconded By: Attorney GeneralVote: 3-0Comments:

Governor: We move on to agenda item number 4 which are salary adjustments, Mr. Clerk.

Clerk: Thank you Governor. The request before the Board today is to allocate \$314,277.00 from the Board of Examiners salary adjustment account. There is a difference between the amount recommended in the Governor's budget and the amount approved by the Legislature in the last session. This is for closing out fiscal year 2010.

Governor: And the balance remaining after we adjust for these furloughs in the account is what?

Clerk: That's actually item number 5, Governor, and I handed out a sheet for that one.

Governor: Okay, I was reading five and not four. Any comments or questions with regard to agenda item number 4 salary adjustments.

Secretary of State: Move for approval.

Attorney General: Second the motion.

Governor: Moved by the Secretary of State for approval, seconded by the Attorney General. Any comments or questions? Hearing none, all those in favor signify by saying aye. Let the record reflect that agenda item number 4 has passed.

***5. FURLOUGH ADJUSTMENTS**

A. Distribution of Furlough Exemption Funds to Departments, Commissions and Agencies, pursuant to Chapter 391, Senate Bill 433, Sections 7 and 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 unpaid furlough leave for critical positions. 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
3718	Nevada State Prison	\$42,306	
3725	Three Lakes Valley Conservation Camp	\$12,605	
3739	Wells Conservation Camp	\$19,763	
3747	Ely Conservation Camp	\$21,971	
3752	Carlin Conservation Camp	\$18,622	
	Total	\$115,267	

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By: Secretary of State	Seconded By: Attorney General	Vote: 3-0
<u>C</u>		

Comments:

Governor: We move now to furlough adjustments, Mr. Clerk.

Clerk: Thank you Governor. This is a request of the Board to allocate \$115,267.00 to the Department of Corrections for the furlough exceptions that were granted for fiscal year 10'. This will close out fiscal year 10' for the Department of Corrections. I handed out a separate sheet to each of the Board members that outlines the amounts that have previously been allocated by the Board and the amount that is being requested to be allocated today. In total, if the Board approves this request, the Board will have allocated \$2,331,660.00 to the Department of Corrections for the furlough exceptions that were in place for fiscal year 2010. This leaves a balance in the furlough account, if you will, of \$1,668,340.00.

Governor: Comments or questions?

Secretary of State: Move for approval.

Attorney General: Second.

Governor: Moved by the Secretary of State for approval, 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 5 has passed.

*6. LEASES

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

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By: Attorney GeneralSeconded By: Secretary of StateVote: 3-0Comments:

Governor: We move on now to number 6 leases. Mr. Clerk it looks like there are four leases before the Board today.

Clerk: That is correct, Governor we have four leases for the Board's consideration this morning. I do need to point out and ask the Deputy AG, on item number 2 under the leases, Governor this is the lease between the Office of the Military in the amount of \$152,196.00, on the agenda the term of the lease states that it is between August 1, 2010 and July 31, 2011, that actually should be 2015 and I just want to make sure from the Deputy AG that that does not create a problem with open meeting law requirements.

Deputy AG: Thank you. Although there is the minor technical error, I think it still complies with the Open Meeting Law and it's fine.

Governor: Alright, so the lease on number 2, the term of the lease will read July 31, 2015.

Clerk: That is correct.

Governor: Are there any comments or questions with regard to agenda item 6 leases?

Attorney General: Move for approval.

Secretary of State: Second.

Governor: Moved by the Attorney General for approval, seconded by the Secretary of State. Comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect agenda item 6 has passed.

***7.** CONTRACTS

Fifty-two independent contracts were submitted to the Board for review and approval.

<u>Clerk's Recommendation</u>: I recommend approval.

Motion By: Secretary of StateSeconded By: Attorney GeneralVote: 3-0Comments:

Governor: Move now to agenda item number 7 contracts, Mr. Clerk.

Clerk: Thank you Governor, there are fifty-two independent contracts for the Board's review and consideration this morning. I have no changes to any of those contracts.

Governor: Comments or questions with regard to contracts?

Secretary of State: Is there someone present from the Treasurer's Office?

Steve George: Good morning, Steve George Chief of Staff for the Treasurer's Office.

Secretary of State: With respect to the contracts related to unclaimed property, it looks like most if not all of these are out of state firms, was there any possible contractors in state?

Steve George: Yes, we go out to an RFP over the year on that and there presently are no contractors in state who would participate in one of those types of buyouts. It's not a normal audit where you can use a CPA, you have to use a specialized firm who has specialized knowledge, so yes we would contract with out of state.

Governor: I had one question I would like to, to the Attorney General's Office, on contractor Terri Sully. This contract apparently, if my understanding is correct, began in 2009 to assist in the training of an individual for accounts and budgeting with the Attorney General's Office. This person has been there now for what looks like a year and now we are going to extend the same contract for the same person until 2012, which is another two years. We are going to increase the salary of \$25 to \$40 per hour, is there somebody that can address why we need to be doing this, training one individual for more than a year?

Attorney General: Yes, I can address that Governor. Actually when we went out to hire this, Terri was our Chief Financial Officer and she left our office right at the end of the last legislative session and we did not hire anybody for about a two month period. So we brought her back to

assist our office with the financial... then when we brought the new person on, we kept her on intermittently to provide training. Under the contract she has not been there providing training every single day so we have just brought her back to help with the closings of this budget but other than that she is not there 24/7, she is not hired under the contract 24/7, this is the last, the only time we will increase that amount and ask for any money and the contract will terminate within those two years. But it is not something where she is actually being hired 24/7.

Governor: Well first of all she has been training this person for now almost a year, when do you expect this person to be up to speed?

Attorney General: So let me jump back. She did provide training when initially when the person first came on, she is no longer providing training, what she is doing is assisting us with the closing of budgets as we move through this budget cycle. Because we are short staffed with the furloughs I have not been able to hire additional people within my department of budget to handle our budget so she is temporarily coming in to assist particularly with our Medicaid fraud unit that is actually being audited right now by LCB. So she has been helping temporarily some of the work programs. So she is no longer providing training, that's why I increased her salary; she is actually acting as an ASO II or III. But she is not going to be here long term, she is just for this short project that is it. And she won't be hired after this date.

Governor: Any other questions or comments on any of the contracts? Is there a motion for approval of fifty-two contracts under agenda item number 7?

Secretary of State: Moved.

Attorney General: Second.

Governor: Moved by the Secretary of State, seconded by the Attorney General. 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 7 has passed.

***8. MASTER SERVICE AGREEMENTS**

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

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of StateSeconded By: Attorney GeneralVote: 3-0Comments:

Governor: We move now to agenda item number 8 which are master service agreements, Mr. Clerk we have two master service agreements before us.

Clerk: That is correct Governor. I have no changes to those two items.

Governor: Comments or questions from any member of the Board with regard to any of the items under agenda item number 8? Hearing none, is there a motion?

Secretary of State: Move for approval.

Attorney General: Second.

Governor: It has been moved by the Secretary of State, 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 the master service agreements under agenda item 8 have passed.

9. INFORMATION ITEM

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

Pursuant to NRS Chapters 111 and 355, the Division of State Lands is required to provide the Board of Examiners quarterly reports of lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program and real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2010 (reference NRS 321.5954).

Governor: Move on now to agenda item number 9 which is information items. Mr. Clerk, 9A is the Department of Conservation and Natural Resources.

Clerk: Thank you Governor. This is a report from the Division of State Lands. This is a report on the Tahoe Basin Act and the Lake Tahoe Mitigation Program. The only information here to present to the Board is under the Tahoe Basin Act there was an acquisition of land in this quarter. It was for a quarter acre parcel in Incline Village, there was no cost to the State. This parcel was categorized as an unbuildable lot and was owned by the Washoe County Treasurer.

Governor: Comments or questions with regard to any of the information presented under agenda item 9A?

B. 4th Quarter Overtime Reports

Governor: Hearing none we will move to agenda item 9B, quarterly overtime reports, Mr. Clerk.

Clerk: Thank you Governor, this is the 4th quarter of the overtime for fiscal year 2010. I will just point out for the Board, there are two sections to this, there is the 'Overtime & Comp.' and then the 'Holiday Pay' so there is actually two reports listed in your packet today. On the Overtime & Comp. for fiscal year 2010, that overtime was reduced by 39.7% compared to fiscal year 2009. That is a savings of \$14,095,484.00 over fiscal year 09'. On the Holiday Pay for fiscal year 2010 was 2.2% lower than fiscal year 2009, with a savings of \$145,654.00.

Governor: O.k., Any other comments or questions with regard to 4th quarter overtime reports under agenda item 9B?

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

Governor: Move to agenda item 10 which is Board member comments. Any member of the Board wishing to make a comment at this time? Hearing none, any member of the public wishing to make a comment before the Board at this time?

*11. ADJOURNMENT

Motion By: Attorney GeneralSeconded By: Secretary of StateVote: 3-0Comments:

Governor: Hearing none, we move to agenda item number 11 which is adjournment. Is there a motion?

Attorney General: Move to adjourn.

Secretary of State: Second.

Governor: Attorney General has moved for adjournment, seconded by the Secretary of State. All those in favor signify by saying aye.

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

August 17, 2010

То:	Andrew Clinger, Director
	Department of Administration

From: Stephanie Day, Deputy Budget Director 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 – Budget and Planning Division Request for Allocation from the IFC Contingency Fund - \$50,000

Nature of the Request:

In accordance with NRS 353.268, the Department of Administration – Budget and Planning Division requests an allocation from the Interim Finance Committee Contingency Fund in the amount of \$50,000 to allow for transitional costs for newly elected officials.

Transitional funds up to the following amounts will be available as follows:

- Governor Elect \$30,000
- Lt. Governor Elect \$4,000
- Secretary of State Elect \$4,000
- Treasurer Elect \$4,000
- Controller Elect \$4,000
- Attorney General Elect \$4,000

Recommendation:

I recommend submission to IFC for approval.

REVIEWED:	
ACTION ITEM:	



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/

August 17, 2010

To:	Andrew Clinger, Director Department of Administration
From:	Stephanie Day, Deputy Budget Directon 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.

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- Secretary of State Elect \$4,000
- Treasurer Elect \$4,000
- Controller Elect \$4,000
- Attorney General Elect \$4,000

Recommendation:

I recommend submission to IFC for approval.

REVIEWED:	
ACTION ITEM:	





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/

August 17, 2010

To:	Andrew Clinger, Director
	Department of Administration

From:	Stephanie Day, Deputy Budget Director Budget and Planning Division	L)
	Budget and Planning Division	t	

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.

Office of the Governor – ARRA Director's Office Request for Allocation from the IFC Contingency Fund - \$40,730

Nature of the Request:

In accordance with NRS 353.268, the Office of the Governor – American Recovery and Reinvestment Act (ARRA) Director's Office requests an allocation from the Interim Finance Committee Contingency Fund in the amount of \$40,730 to cover a shortfall in the ARRA Assessments for fiscal year 2010.

Recommendation:

I recommend submission to BOE for approval.

REVIEWED:	
ACTION ITEM:	

Shardat/forms/IFC Action Item

ЛМ GIBBONS Governor ANDREW K. CLINGER Director

STATE OF NEVADA



DEPARTMENT OF ADMINISTRATION The Office of the Governor 209 East Musser Street, Room 200 Carson City, Nevada 89701 Phone (775) 687-9051 Fax (775) 684-0260

DATE: August 4, 2010

- TO: Andrew Clinger, Clerk State Board of Examiners
- VIA: Stephanie Day, Deputy Director Budget Division, Department of Administration
- FROM: Roberta Hughes, Budget Analyst Department of Administration, Office of the Governor
- SUBJECT: BOE/IFC Request for Appropriation & Work Program Approval

The Governor's office respectfully requests the Board of Examiners approval and recommendation to the Interim Finance Committee (IFC) for an allocation in the amount of \$40,730 fiscal year 2010. The purpose of this request is to cover fiscal year FY10 shortfall of ARRA Assessments.

If you need additional information, please do not hesitate to contact me at 684-0232.

Budget 1000 Category 08 FY10 ARRA REPORTING YTD Artuol

		YTD Actual		Total	i	Projected
		8/2/2010	Projections	Projection	Budget	Difference
Per Diem out of State	6100	1,497.91	ŧ	1,497.91	3.768.00	2.270.09
Public Trans	6130	176.25	,	176.25	, ,	(176.25)
Personal Vehicle out of State	6140	89.00	•	89.00		(89.00)
Air Out of State	6150	638.60	•	638.60		(638.60)
Per Diem In State	6200	3,249.90	ł	3,249.90	5,724.00	2,474.10
Daily Rental MP	6210	1,075.12	ł	1,075.12	•	(1,075.12)
Personal Vehicle In State	6240	445.00	ł	445.00	1,925.00	1,480.00
Comm Air	6250	4,515.20	ı	4,515.20	ı	(4,515.20)
Operating	7020	370.83	3	370.83	496.00	125.17
Freight Charges	7030	58.09	•	58.09	•	(58.09)
Non State Printing	7040	596.12	ı	596.12	489.00	(107.12)
State Printing	7045	174.67	ı	174.67	417.00	242.33
Contracts PC LAN TECH	7060	ı	,	•	660.00	660.00
Software Development	7060	180,885.00		180,885.00	50,000.00	(130,885.00)
Software Development	7062		28,000.00	28,000.00	135,625.00	107,625.00
On Site Training	7063	•	1	•	8,760.00	8,760.00
URL 25 User License	7073			•	15,000.00	15,000.00
Server warranty	7073	175.41	,	175.41	,	(175.41)
State Owned BLDG Rent B&G	7100	5,484.00		5,484.00		(5,484.00)
B&G Extra	7250	71.40	•	71.40		(71.40)
Postage State Mailroom	7285	ı	·		262.50	262.50
Phone/Fax	7290	148.40	ı	148.40		(148.40)
Cell Phone/Pager	7291	1,090.58	,	1,090.58	00.066	(100.58)
Doff Voice Mail	7292	73.61	•	73.61	116.91	43.30
Conference Call Chg	7294	10.00	ı	10.00		(10.00)
Dolf Phone line	7295	297.00	ı	297.00		(297.00)
DOIT Long Distance	7296	78.25	ı	78.25	176.80	98.55
Equipment < \$1000	7460	167.84	•	167.84	170.00	2.16
DOIT Email	7533	132.09	ı	132.09	132.84	0.75
DOIT Silvernet	7542	•	1	1	2,126.08	2,126.08
DOIT VPN Secure Link	7545	108.46	•	108.46	172.16	63.70
Computer Software <\$5000	7771	•	,	,	1,008.00	1,008.00
New Furnishings <\$5000	8241	240.61	r	240.61	7,999.00	7,758.39
	8370			,	293.00	293.00
Computer Hardware>\$5000	8371	796.15	1	796.15	5,071.71	4,275.56
	Total	202,645.49	28,000.00	230,645.49	241,383.00	10,737.51
	BSR	202,645.49	Linked		Balanced to Budget Book	udget Book
	Difference	¢				
Actuals and Projections	Horod ADDA Porta	230,645.49	Leg Appro	Leg Approved cat 08	241,383.00	
Grand Total of Expenditures	Total of Expenditures	454,868.82	reg Appro	Leg Approved cat ut	230,908.00 472,291.00	
	ANIANAN AN	4 14, 138.63				

Projected Shortfall

401-120-307



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: August 20, 2010

To: Andrew Clinger, Clerk Board of Examiners

From: Julia Teska, 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. A copy has been submitted for placement on the agenda of the next Interim Finance Committee, if applicable.

DEPARTMENT OF EDUCATION – SCHOOL REMEDIATION TRUST FUND

Pursuant to NRS 353.268, the Department of Education is requesting an allocation from the interim Finance Contingency Fund in the amount of \$610,294 for Fiscal Year 2010 to address a shortfall in the funding for Full-Day Kindergarten.

Nature of the Request

The shortfall is due to a shortfall in interest earnings. The Department was notified in June 2010 that the Remediation Trust Fund would not be receiving any further interest payments during this biennium based on the amortization methodology being used to recover the estimated investment loss caused by the Lehman Brothers bankruptcy. The funds for FY 2010 had already been obligated to school districts based on the legislatively approved budget.

Recommendation

The Department recommends approving the request.

REVIEWED:	
ACTION ITEM:	

KEITH W. RHEAULT Superintendent of Public Instruction

GLORIA P. DOPF Deputy Superintendent Instructional, Research and Evaluative Services

GREG T. WEYLAND Deputy Superintendent Administrative and Fiscal Services

STATE OF NEVADA



DEPARTMENT OF EDUCATION 700 E. Fifth Street

Carson City, Nevada 89701-5096 (775) 687-9200 • Fax: (775) 687-9101 www.doe.nv.gov July 29, 2010 TEACHER LICENSURE SOUTHERN NEVADA OFFICE 9890 S. Maryland Parkway Suite 221 Las Vegas, Nevada 89183 (702) 486-6458 Fax: (702) 486-6450

> SATELLITE OFFICE ADDRESSES/MAPS http://www.doe.nv.gov

MEMORANDUM

- TO: Legislative Council Bureau
- FROM Keith Rheault Superintendent of Public Instruction Nevada Department of Education

SUBJECT: Contingency Funding Request

In June 2010, NDE became aware of a lack of funding of interest paid by the Treasurer's Office to the full day kindergarten budget account 2615 for FY10, leaving the account short of obligations by \$610,294. Currently NDE has paid all school districts in full with the exception of Clark County School District, who had requested \$4,426,850 but was only able to receive \$3,816,556.

NDE is requesting a contingency fund transfer from Interim Finance to cover the shortfall caused by the lack of State Treasurer's Office interest funding in the amount of \$610,294 to reimburse Clark County School District for expenses incurred during the 2009-10 school year.

If you have any questions regarding this funding request, please call me at your earliest convenience. I can be reached at 775-687-9217. I thank you in advance for your consideration of this information.

KEITH W. RHEAULT Superintendent of Public Instruction

GLORIA P. DOPF Deputy Superintendent Instructional, Research and Evaluative Services

JAMES R. WELLS Deputy Superintendent Administrative and Fiscal Services

STATE OF NEVADA



TEACHER LICENSURE SOUTHERN NEVADA OFFICE 9890 S. Maryland Parkway Suite 221 Las Vegas, Nevada 89183 (702) 486-6458 Fax: (702) 486-6450

> SATELLITE OFFICE ADDRESSES/MAPS http://www.doe.nv.gov

> > (O) 558 .

DEPARTMENT OF EDUCATION 700 E. Fifth Street Carson City, Nevada 89701-5096 (775) 687-9200 • Fax: (775) 687-9101 www.doe.nv.gov

June 23, 2010

MEMORANDUM

TO:

Walt Rulffes, Superintendent Clark County School District Keith Illiand Keith Rheault, Superintendent of Public Instruction

FROM:

SUBJECT: Revision to Full Day Kindergarten Program Subgrant and Funding Issue for the 2009-10 School Year

This Memorandum is being provided to address some issues that have arisen with the full day kindergarten program funding and the affect the issues may have on the Clark County School District Subgrant. The Department has received your school district's request dated June 8, 2010 to receive the final amount of funds available for expenses during the 2009-10 school year in the amount of \$4,426,850.

As part of the funding made available by the Legislature to pay for the full day kindergarten program allocations in 2009-10 was an amount of \$951,327 in non-State General Funds provided through interest earnings paid to the account by the State Treasurer's Office. The Department was recently notified by the State Treasurer's Office that there would be no additional interest funding paid to the full day kindergarten budget account for FY10 leaving the account short of obligations by \$610,294.00.

I am proposing the following solution to the funding dilemma: I have approved \$3,816,556 in immediate payments based on your June 8, 2010 "Request for Funds" leaving \$610,294 in additional funds owed to the school district. Since the program funds are made available through the Remediation Trust Fund, additional state appropriations will be made available to the trust fund as of July 1, 2010. I have reserved the amount of \$610,294 from the new funds made available and have revised (extended) the date of Clark County School District's 2009-10 Subgrant Award through July 30, 2010 (See attached). Please provide a new request for funds anytime after July 1, 2010 to claim the \$610,294 in funding due to the school district.

I apologize for any problems and inconvenience this dilemma may cause to the school district. The lack of funding from the Treasurer's Office should have been brought to the Department's attention much sooner than last week. If you have any questions or concerns, please do not hesitate to give me a call at 775-687-9217.

An Equal Opportunity Agency

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Julia 684-0204 - 16 -

4. The amounts appropriated by subsection 1 and authorized by subsection 2 must be allocated to the school districts pursuant to section 24 of this act for the continuation of the full-day kindergarten program established pursuant to Assembly Bill No. 4 of the 22nd Special Session, Chapter 3, Statutes of Nevada 2005, at page 91.

Sec. 24. 1. The Department of Education shall distribute the appropriation and authorization made by section 23 of this act to school districts that elect to provide full-day kindergarten. In no event is a school district required to submit an application for an allocation of money or otherwise required to provide full-day kindergarten.

2. Except as otherwise provided in subsection 3, a school district that elects to receive an allocation of money pursuant to this section shall use the money to provide full-day kindergarten in each school within the school district that is prioritized for full-day kindergarten based upon the percentage of pupils enrolled in the school who are eligible for free or reduced price lunches pursuant to 42 U.S.C. §§ 1751 et seq. A school district shall allocate the money by assigning first priority to those schools within the school district that have the highest percentage of pupils who are eligible for free or reduced price lunches. If a school within a school district that is required to provide full-day kindergarten pursuant to this section currently provides full-day kindergarten with money that it receives from the Federal Government or other funding allocations, the school may redirect that money, to the extent authorized by applicable federal law, for other programs of remediation at the school and use the money provided by the Department of Education from the allocation to provide full-day kindergarten.

3. A school that is otherwise required to provide full-day kindergarten pursuant to subsection 2 may opt out of providing full-day kindergarten.

4. A parent or legal guardian of a pupil who is otherwise zoned to attend a public school that provides full-day kindergarten pursuant to this section may request that the pupil not be enrolled in

Contingung

full-day kindergarten. The school district in which the pupil is enrolled shall grant the request and ensure that the pupil is allowed to attend kindergarten, whether at the zoned school or another school, for less than a full day.

Sec. 25. 1. Notwithstanding the provisions of subsection 6 of section 4 of chapter 343, Statutes of Nevada 2007, at page 1555, any money remaining in the Grant Fund for Incentives for Licensed Educational Personnel at the end of Fiscal Year 2009 must be carried forward to Fiscal Year 2010 and must be used for the purchase of one-fifth of a year of retirement service credit and other financial incentives for licensed educational personnel for the 2008-2009 School Year in accordance with NRS 391.166.

2. Any money carried forward pursuant to subsection 1 that remains unexpended in the Grant Fund for Incentives for Licensed Educational Personnel must not be committed for expenditure after June 30, 2010, and must be reverted to the State General Fund on or before September 17, 2010.

Sec. 26. 1. There is hereby appropriated from the State General Fund to the Grant Fund for Incentives for Licensed Educational Personnel created by NRS 391.166 the sum of \$24,777,056 to purchase one-fifth of a year of retirement service credit and other financial incentives for School Year 2009-2010 for certain licensed educational personnel in accordance with NRS 391.166.

2. Any remaining balance of the sum appropriated by subsection 1 must not be committed for expenditure after June 30, 2011, and must be reverted to the State General Fund on or before September 16, 2011.

Sec. 27. 1. Notwithstanding the provisions of NRS 387.1235 and 387.328, for the purposes of the apportionments made pursuant to NRS 387.124, local funds available for public schools include \$10,000,000 for Fiscal Year 2009-2010 and \$10,000,000 for Fiscal Year 2010-2011 of the money in the county school district's fund for capital projects that was deposited in that fund pursuant to paragraph (b) of subsection 1 of NRS 244.3354 and paragraph (b) of subsection 1 of NRS 375.070.

2. The money available as local funds for public schools pursuant to subsection 1 may be used for purposes other than capital projects for school districts for only the 2009-2011 biennium.

Sec. 28. 1. Notwithstanding the provisions of NRS 279.632, of the money redistributed upon the abolishment of the Clark County Redevelopment Agency, \$6,000,000 for Fiscal Year 2009-2010 and \$5,400,000 for Fiscal Year 2010-2011 shall be deemed the



portion of the increment attributable to Clark County School District tax proceeds that were distributed to the Clark County Redevelopment Agency pursuant to NRS 279.676.

2. Notwithstanding the provisions of NRS 387.1235, for the 2009-2011 biennium, for purposes of the apportionments made pursuant to NRS 387.124, local funds available for public schools for the Clark County School District include the money described in subsection 1 for the respective fiscal years.

Sec. 29. NRS 387.335 is hereby amended to read as follows:

387.335 1. The board of trustees of a county school district may issue its general obligations to raise money for the following purposes, and no others:

(a) Construction, design or purchase of new buildings for schools, including, but not limited to, teacherages, dormitories, dining halls, gymnasiums and stadiums.

(b) Enlarging, remodeling or repairing existing buildings or grounds for schools, including, but not limited to, teacherages, dormitories, dining halls, gymnasiums and stadiums.

(c) Acquiring sites for building schools, or additional real property for necessary purposes related to schools, including, but not limited to, playgrounds, athletic fields and sites for stadiums.

(d) Paying expenses relating to the acquisition of school facilities which have been leased by a school district pursuant to NRS 393.080.

(e) Purchasing necessary furniture and equipment for schools [-], , including, without limitation, equipment used for the transportation of pupils. If money from the issuance of general obligations is used to purchase furniture and equipment to replace existing furniture and equipment, and that existing furniture and equipment subsequently is sold, the proceeds from the sale must be applied toward the retirement of those obligations. If equipment used for the transportation of pupils is purchased pursuant to this paragraph, only the following equipment may be purchased:

(1) Motor vehicles that use biodiesel, compressed natural gas or a similar fuel formulated to reduce emissions from the amount of emissions produced from traditional fuels such as gasoline and diesel fuel;

(2) Equipment to retrofit motor vehicles to use biodiesel, compressed natural gas or a similar fuel formulated to reduce emissions from the amount of emissions produced from traditional fuels such as gasoline and diesel fuel; or

(3) Equipment for the transportation, storage or dispensing of biodiesel, compressed natural gas or similar fuels formulated to



reduce emissions from the amount of emissions produced from traditional fuels such as gasoline and diesel fuel.

2. Any one or more of the purposes enumerated in subsection 1 may, by order of the board of trustees entered in its minutes, be united and voted upon as one single proposition.

3. Any question submitted pursuant to this section and any question submitted pursuant to NRS 387.3285 may, by order of the board of trustees entered in its minutes, be united and voted upon as a single proposition.

Sec. 30. The provisions of Assembly Bill No. 458 of the 2009 Legislative Session, if enacted, do not apply to any reversions of money from the State Distributive School Account to the State General Fund for Fiscal Year 2008-2009.

Sec. 31. 1. This section and section 30 of this act become effective upon passage and approval.

2. Sections 1 to 18, inclusive, 20 to 25, inclusive, and 27, 28 and 29 of this act become effective on July 1, 2009.

3. Sections 19 and 26 of this act become effective on July 1, 2010.

4. Section 29 of this act expires by limitation on June 30, 2011.

20 ~~~~ 09



Andrea McCalla

From: Sent: To: Subject: Keith Rheault Thursday, July 29, 2010 3:46 PM Andrea McCalla FW: Treasurer's Interest for School Remediation Trust fund

From: Mark Winebarger
Sent: Friday, June 11, 2010 4:47 PM
To: Robin Pawley
Cc: Rick C. Larson; Andrea McCalla; Larry Warren; Kim Arnett
Subject: RE: Treasurer's Interest for School Remediation Trust fund

Robin,

The Treasurer held a \$50 million Lehman Brothers Corporate note in its securities lending portfolio. And if you recall, on September 15, 2008 Lehman Brothers filed for bankruptcy. Although the Lehman bankruptcy is still in the courts, we estimate our recovery will be around \$10 million. Due to the size of the probable loss, the Treasurer has decided to amortize the estimated \$40 million loss over 4 ½ years beginning in the third quarter of FY09. To determine members' share of the estimated loss we determined an allocation percentage based on balances on the date of the declared bankruptcy.

On September 15, 2008 budget account 2615 had a balance of \$93,845,694.95 or 3.89931% of the poolbudget account 2615's estimated share of the loss is \$1,559,724. In FY10 and FY11 four percent of your allocated loss will be deducted in each quarterly interest earnings calculation. In the first quarter of FY10 your earnings were large enough to cover your allocated loss; however, in each of the subsequent quarters, with your declining balance and lower interest rates, your earnings did not cover your allocated loss. Currently you have accumulated negative earnings of \$47,424.66. In order to fully amortize the loss in 4 ½ years, FY12 and FY13's quarterly allocation will increase to 7.8125%. Until your balances and/or interest rates increase, budget account 2615 will receive no interest earnings.

Please call me if you have any questions.

Mark

From: Robin Pawley
Sent: Friday, June 11, 2010 3:49 PM
To: Mark Winebarger
Cc: Rick C. Larson; Andrea McCalla
Subject: Treasurer's Interest for School Remediation Trust fund

I was wondering if you could let us know the reason there has only been one interest payment this year for the Remediation Trust fund in budget account 2615. Thanks for any info you could provide. Please copy Rick Larson and Andrea McCalla. Thanks.a

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Robert E. Pawley Assistant Director of Fiscal Services Nevada Department of Education 700 E. Fifth Street Carson City, NV 89706 775-687-9179



DEPARTMENT OF ADMINISTRATION

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

Date: August 20, 2010

To: Stephanie Day, Deputy Director Department of Administration

Through: Julia Teska, Budget Analyst Budget and Planning Division

From: Robin Hager, Budget Analyst Kill 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

Pursuant to NRS 353.266 and 353.268, the Agency is requesting an allocation of \$25,569 from the Interim Finance Committee Contingency Fund to provide the 5% match for Nevada's federal allocation in FFY10 Title II HAVA funds.

Nature of the Request

The state has been awarded \$485,804 in FFY 2010 Title II HAVA funds to establish and maintain minimum federal election administration standards. In order to receive the funds, the state is required to match the federal allocation with five percent, or \$25,569, in state funds. The match can either be a hard match (i.e. money) or a soft match (i.e. hours worked towards running the elections, etc.).

REVIEWED:
ACTION ITEM:

ROSS MILLER Secretary of State

NICOLE J. LAMBOLEY Chief Deputy Secretary of State

ROBERT E. WALSH Deputy Secretary for Southern Nevada





OFFICE OF THE SECRETARY OF STATE

labe

SCOTT W. ANDERSON Deputy Secretary for Commercial Recordings

MATTHEW M. GRIFFIN Deputy Secretary for Elections

KATE L. THOMAS Deputy Secretary for Operations

MEMORANDUM

DATE: August 16, 2010

TO: Robin Hager, Budget Analyst IV Department of Administration

FROM: Nicole Lamboley, Chief Deputy N Office of the Secretary of State AUG 1 2010

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DIVISION

SUBJECT: INTERIM FINANCE COMMITTEE ACTION ITEM

Pursuant to NRS 353.266 and 353.268 (attached), the Office of the Secretary of State (SOS) requests the Board of Examiners (BOE) recommend an allocation of \$25,569 from the Interim Finance Committee (IFC) Contingency Fund to provide the 5% match for Nevada's federal allocation in the amount of \$485,804 for Federal Fiscal Year 2010 Requirement Payments Grant. Attached is the Requirements Payment Schedule from the Election Assistance Commission which documents the payment and the required match amount.

These funds were appropriated under the Omnibus Appropriations Act for FY10 to carry out programs under Title II of the Help America Vote Act (HAVA) of 2002. State match is based on 5% of total state and federal amounts. Both HAVA and match funds are administered in budget account 1051 pursuant to NRS 293.442 (attached). Additionally, these funds are also required in order to maintain compliance with HAVA requirements to establish and maintain minimum federal election administration standards including voting system standards, voting information requirements, provisional voting, computerized statewide voter registration lists, and identification requirements for voters who register by mail.

Although expenditure authority will be placed in reserve, the contingency funds will allow the federal fund allocation to begin earning interest. Upon approval by the BOE and recommendation to the IFC, SOS will prepare the work program to receive the money.

Should you have any questions, please contact Pam Dover at 684-5738.

Attachment

cc: Brian Burke, Principal Deputy Fiscal Analyst Legislative Counsel Bureau

NEVADA STATE CAPITOL 101 N Carson Street, Suite 3 Carson City, Nevada 89701-3714 Telephone: (775) 684-5708 Fax: (775) 684-5725 COMMERCIAL RECORDINGS MEYER'S ANNEX OFFICE 202 N Carson Street Carson City, Nevada 89701-4201 Telephone: (775) 684-5708 Fax: (775) 684-5725 LAS VEGAS OFFICE 555 E. Washington Avenue Ste. 5200 Las Vegas, Nevada 89101-1090 SECURITIES Telephone: (702) 486-2440 Fax: (702) 486-2452 CORPORATIONS Telephone: (702) 486-2880 Fax: (702) 486-2888 SECURITIES SATELLITE OFFICE 1755 E. Plumb Lane, Suite 231 Reno, Nevada 89502-3691 Telephone. (775) 688-1855 Fax: (775) 688-1858

NRS 293.442 Election Fund: Creation; deposit of money in Fund; disposition of interest and income; authority of Secretary of State to disburse, expend and receive money; payment of claims.

1. As used in this section, "Act" means the Help America Vote Act of 2002, Public Law 107-252.

2. The Election Fund is hereby created as a special revenue fund in the State Treasury, to be administered by the Secretary of State. The Secretary of State shall deposit all money received pursuant to the Act and any state appropriation of matching money pursuant to the Act in the Election Fund.

3. The interest and income earned on money in the Election Fund must be credited to the Fund. Any balance of the money that was received pursuant to the Act remaining in the Election Fund at the end of a fiscal year does not revert and must be carried forward to the next fiscal year and is continuously available to the Secretary of State for expenditure consistent with this section.

4. The Secretary of State may:

(a) Only expend or disburse money in the Election Fund in accordance with the provisions of the Act.

(b) Receive and disburse money in the Election Fund by electronic transfer.

5. Claims against the Election Fund must be paid as other claims against the State are paid. (Added to NRS by 2003, 353)

NRS 353.266 Creation; source; use.

1. The Contingency Fund is hereby created as a special revenue fund. Money for the Fund must be provided by direct legislative appropriation.

2. Money in the Contingency Fund may be allocated and expended within the limitations and in the manner provided in NRS 353.268, 353.269 and 538.650:

(a) For emergency use to supplement regular legislative appropriations which fail to cover unforeseen expenses;

(b) To meet expenses pursuant to the requirements of the law; or

(c) As provided by specific statute.

(Added to NRS by 1969, 1015; A 1971, 879; 1975, 114; 1979, 106; 1991, 2072; 1995, 866; 1997, 118)

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)

		2008	FY	2009	F	(2010	T	OTAL
STATE	PAYMENT	MATCH	PAYMENT	MATCH	PAYMENT		PAYMENT	MATCH
Alabama	\$1,759,843	\$92,62	3 \$1,530,298	\$80,542	2 \$1,071,20	9 \$56,38		The second s
Alaska	575,000	30,26	3 500,000	26,316				
Am. Samoa ¹	115,000		0 100,000		the second s		0 285,00	
Arizona	1,990,175	104,74	6 1,730,587	91,084				
Arkansas	1,063,284		2 924,595	48,663				The second se
California	12,908,853	679,41	3 11,225,089	590,794	the second s			
Colorado	1,695,344	89,22						
Connecticut	1,362,107	71,690	1,184,441					
Delaware	575,000	30,263	3 500,000	26,316			and the second se	
District of								
Columbia	575,000	and the second			the second s) 18,421	1,425,00	0 75,000
Florida	6,477,573			and the second se			16,053,110	6 844,903
Georgia	3,169,840			a second se	1,929,468	101,552		
Guam'	115,000	C		0			285,000	
Hawail	575,000		· · · · · · · · · · · · · · · · · · ·	26,316	350,000	18,421	1,425,000	75,000
Idaho	575,000	30,263		26,316	350,000	18,421		
Illinois	4,822,248	253,803		220,698	2,935,281	154,490		
Indiana	2,378,803	125,200		108,870	1,447,967	76,210		
lowa	1,167,798	61,463	· · · · · · · · · · · · · · · · · · ·	53,446	710,834			
Kansas	1,054,068	55,477	the second s	48,241	641,607		the second s	
Kentucky	1,614,983	84,999	1,404,333	73,912	983,033	51,739	4,002,349	
Louisiana	1,720,843	90,571	1,496,386	78,757	1,047,470	55,131	4,264,699	
Malne	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	
Maryland	2,082,635	109,612	1,810,987	95,315	1,267,691	66,721	5,161,313	and the second
Massachusetts	2,558,325	134,649	2,224,631	117,086	1,557,242	81,961	6,340,198	
Michigan	3,863,682	203,352		176,828	2,351,806	123,781	9,575,211	
Minnesota	1,921,547	101,134	1,670,911	87,943	1,169,637	61,560	4,762,095	
Mississippi	1,103,299	58,068	959,390	50,494	671,573	35,346	2,734,262	143,908
Missouri	2,201,571	115,872	1,914,410	100,758	1,340,087	70,532	5,456,068	287,162
Montana	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
Nebraska	680,097	35,795	591,388	31,126	413,972	21,788	1,685,457	88,709
Nevada	798,107	42,006	694,006	36,527	485,804	25,569	1,977,917	104,102
New Hampshire	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
New Jersey	3,331,893	175,363	2,897,298	152,489	2,028,109	106,744	8,257,300	434,596
New Mexico	705,983	37,157	613,898	32,310	429,729	22,818	1,749,610	92,085
New York	7,498,510	394,658	6,520,443	343,181	4,564,310	240,229	18,583,263	978,068
N. Carolina	3,205,460	168,708	2,787,357	146,703	1,951,150	102,693	7,943,967	418,104
North Dakota	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
Ohio	4,451,084	234,268	3,870,508	203,711	2,709,355	142,599	11,030,947	580,578
Oklahoma	1,359,185	71,536	1,181,900	62,205	827,330	43,544	3,368,415	177,285
Dregon	1,367,863	71,993	1,189,446	62,602	832,612	43,822	3,389,921	178,417
Pennsylvania	4,919,086	258,899	4,277,466	225,130	2,994,226	157,592	12,190,778	641,621
verto Rico	1,426,017	75,054	1,240,015	65,264	868,011	45,685	3,534,043	186,003
hode Island	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
outh Carolina	1,591,647	83,771	1,384,041	72,844	968,829	50,991	3,944,517	207,606
iouth Dakota	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
ennessee	2,266,085	119,268	1,970,509	103,711	1,379,356	72,598	5,615,950	295,577
exas	7,853,797	413,358	6,829,389	359,442	4,780,572	251,612	19,463,758	1,024,412
tah	812,771	42,777	706,757	37,198	494,730	26,039	2,014,258	106,014
ermont	575,000	30,263	500,000	26,316	350,000	18,421	1,425,000	75,000
irgin Island'	115,000	0	100,000	0	70,000	0	285,000	/3,000
irginia	2,815,466	148,182	2,448,231	128,854	1,713,762	90,199		
ashington	2,312,945	121,734	2,011,256	105,856	1,407,879	74,100	6,977,459	367,235
est Virginia	755,964	39,788	657,360	34,598	460,152	And the second data was a second data w	5,732,080	301,690
Isconsin	2,111,219	111,117	1,835,843	96,623	1,285,090	24,219	1,873,476	98,605
/yoming	575,000	30,263	500,000	and the second		67,637	5,232,152	275,377
otal	\$115,000,000			26,316	350,000	18,421	1,425,000	75,000
أأبر محجب ومناصب ومنجوب ومنصاحته ويرتب المتنب	waived in accordan	\$6,034,473	\$100,000,000	\$5,247,371	\$70,000,000	\$3,673,194	\$285,000,000	\$14,955,038

Election Assistance Commission FY2008/2009/2010 Requirements Payment Schedule

Required match is waived in accordance with 48 U.S.C. § 1469(a)(d).

JIM GIBBONS Governor

STATE OF NEVADA

ANDREW K. CLINGER Clerk, Board of Examiners

> BRYAN A. NIX, Esq. Coordinator



DEPARTMENT OF ADMINISTRATION VICTIMS OF CRIME PROGRAM

www.voc.nv.gov

August 17, 2010

To:	Andrew Clinger, Clerk Board of Examiners
From:	Bryan Nix, Coordinator Victims of Crime Program
Re:	VOCP 4 th Quarter FY 2010 Report, and 1 st Quarter FY 2011 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.

BOE Policies for the VOCP provide for payment of "priority" claims during the quarter and for payment of accrued "non-priority" claims at the end of each quarter. Priority claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Non-Priority claims are bills the applicant owed prior to claim acceptance. These are mostly hospital emergency room and related bills. The program pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to VOCP policies.

The VOCP paid all priority and non-priority claims at 100% of their approved amount for all of FY 2009 and the first and second quarter of FY 2010. However, due to declining revenues the VOCP did not have sufficient budget authority and reserves to pay projected claim costs at 100% of the approved amount for the remainder of FY 2010.

Claim Payments Made in Fiscal Year 2010

The following chart shows claim payments made in FY 2010, by benefit type. As this chart shows the VOCP has satisfied **\$40,316,177.69** in victim medical bills and claims

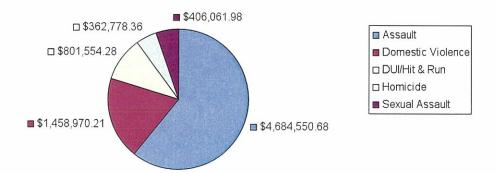
for **\$7,999,809.50** of available funding. Cost containment policies allowed for a total savings of **\$32,316,368.19** in FY2010.

Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic	387	157,660.47	43,654.56	114,005.91
Counseling	2890	832,337.57	324,624.00	507,713.57
Survivor Benefits	43	64,342.40	0.00	64,342.40
Dental	464	870,295.30	227,237.00	643,058.30
Discretionary*	374	297,006.48	3,243.77	293,762.71
Funeral Expense	112	267,966.58	11,439.56	256,527.02
Lost Wages	528	478,743.12	357.81	478,385.31
Medical - Hospital	1463	27,096,686.81	24,313,831.49	2,782,855.32
Medical - Other	4126	4,707,083.29	2,521,520.49	2,185,562.80
Prescription	1054	182,856.64	38,916.88	143,939.76
Physical Therapy	262	124,217.78	45,545.21	78,672.57
Vision	163	91,393.49	13,674.32	77,719.17
Pending Priority Three Payments 4th Quarter 2010	916	5,145,587.76	4,772,323.10	373,264.66
Total Payments FY 2010	12782	\$40,316,177.69	\$32,316,368.19	\$7,999,809.50

** There are **\$5,145,587.76** in pending Priority Three Claims (hospital bills, etc), which will be paid for **\$373,264.66**, which is 40% of the approved amount of \$933,241.15 at the end of the 4th quarter FY 2010 as provided for by VOCP policies.

Victim Payments by Crime Type Fiscal Year 2010

The following pie chart shows amounts approved for payment by crime type, during Fiscal Year 2010.



Payments Approved By Crime Type YTD FY2010

Financial Review Fiscal Year 2010

The following chart shows projected revenues and fund balances, including reserves for FY 2010, and recommendations for 1st quarter FY 2011 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the BOE.

Financial Position and First Quarter 2011 Projections	
Funds Available for Payments FY10	\$8,782,437.25
1st Quarter Claim Payments	\$2,534,909.59
2nd Quarter Claim Payments	\$2,575,232.68
3rd Quarter Claim Payments (Priority 3 paid at 50%)	\$1,707,558.93
4th Quarter Priority1 & 2 Payments	\$770,917.80
Funds Remaining After Payments	\$1,193,818.25
Less 30 Day Reserves Held for FY 2011	\$820,553.59
Funds Available for Payments FY10	\$373,264.66
Approved Priority 3 Claims Pending Payment	\$933,241.15
4th Quarter FY10 Priority 3 Claims @ 40%	\$373,264.66
Projected Funds Available for FY 2011	\$9,175,521.59
Projected Funds Available for 1st Quarter FY 2011 Less 30 Day Reserves	\$2,088,742.00
Projected Payments 1st Quarter FY 2011*	\$1,781,304.00
Projected Reserves 1st Quarter FY 2011	\$1,127,991.59
Recommended Priority 3 Payment Percentage 1st Quarter FY11 *Average of last 6 quarterly periods.	80%

In February 2010, the Budget Department advised the VOCP of the need to maintain a 30 day operating expense reserve out of FY 2010 revenues to ensure we had sufficient operating capital. This reserve requirement forced the program to significantly reduce the recommended payment percentage on Priority 3 claims for the 3rd and 4th quarter of FY 2010. (50% and 40% respectively.)

Revenue receipts have been reduced due to the economic downturn, while requests for program assistance continue to climb. In 2010 overall revenues were \$1.2 million below projections. The program saw significant decreases in revenue from Fines, Restitution, Wage Assessment, Court Assessment and Treasurers Interest.

At this time, we do not expect to meet budgeted revenue numbers for FY 2011, therefore we are recommending that we take a prudent approach to the year and pay priority 3 payments at 80% for the first quarter. This will give us the opportunity to review our financial performance at the end of the quarter and plan the remainder of the year accordingly.

VOCP Recommendation

There are projected 1st quarter priority 1 & 2 payments totaling **\$1,289,800.00** and projected priority 3 payments totaling **\$614,380.00**, for a total expense of **\$1,904,180.00**.

After reserving **\$820,553.59** for 30 days operating expenses, our budget shows VOCP Revenues available for 1st quarter is **\$2,088,742.00**. Since FY2010 revenues were short by \$1.2 million we are recommending priority 3 payments be paid at 80% of their approved amount, for a total of **\$1,781,304.00** to be paid on victims claims in the quarter.

Therefore; based on current projections, to ensure that recommended reserves of 30 days operating expenses are maintained, pursuant to NRS 217.260 and policies of the BOE, the VOCP recommends paying Priority 1 & 2 bills at **100%** and Priority 3 bills at **80%** of the approved amount for the 1st quarter of FY 2011.

- FV
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1. Agency:	State of Nev Attorney Ge	nerals Office			Back Same miles		
	contact: Det	ora Crowley,	(775) 684-1110, or	684-1116	KEI	ROACTIN	'E
2. Name of Lessor:	Terry and Sa dba Gust Ele contact: Terr	ectric, a Non-	•Title 7 Business Ei 289-6272	ntity	<u>×</u>	BOE	
3. Address of Lessor						NON BOE	
5. Address of Lesson	1123 Great I Ely, Nevada		ard		<u>N</u>	ANALYST INIT	IALS
4. Address of Lease property	1539 Avenue Ely, Nevada					<u> </u>	
a. Square Footage:	369) usable squ	are feet of office	space and 38	30 usable s	square feet of storag	le space.
b. Cost:	cost per month	# of months in time	Cost per Year	time frame			Approximate cost per square
369 sf of office space	\$439.10	12	\$5,260,20	hub. 1 2010	L		foot
	\$439.10	12	\$5,269.20	July 1, 2010 July 1, 2010	- June 30,	2011	\$1.190
			\$10.538.40	odiy 1, 2010	- June 30,	2012	\$1.190
380 sf storage space	\$262.20	12	\$3,146.40	July 1, 2010	- June 30,	2011	\$0.6900
	\$262.20	12	\$3,146.40	July 1, 2010	- June 30,	2012	\$0.6900
			\$6,292.80				
			<u>0.292.00</u>				
c. Total Lease Consider	ation:		\$16,831.20				
d. Rental Adjustments	None		+.0,001.20				
e. Term:	Two (2) year	S					
f. Option to renew:	Yes						
g. Utilities:	Lessor					· · · · · · · · · · · · · · · · · · ·	
h. Janitorial:	Lessor					······································	
i. Major rep a irs:	Lessor					······································	
· - · ·	Lessor		······································				
	Lessor						
	<u>\$1.19 - \$1.50</u>		<u> </u>				
m. Specific termination cl	ause in lease		Breach/Def	ault lack of fu	nding		
n. Lease will be paid for l	Dy Agency Bu	laget Accou	Int Number:	1030			
5. Purpose of the lease:	To house the	Attorney Gen	erals Office in Ely,	Nevada			
6. This lease constitutes:	X	An extension of	of an existing lease				
			current facilities (req	uires a remark)			
			equires a remark)	and a remainly			
Ē			(requires a remark)				
Ē		Remodeling or					
F	'	vernoueling of	ny				
	(Other					
a. Estimated moving expen	ses: n/a		Furnishings:	n/a	Data/F	Phones: n/a	·····
Remarks:							
LANDLORD VOL	UNTARY LEA	SE RATE R	EDUCTION. A savi	ngs of \$585.5	1 for FY11.		
						AUG 1 0 2010	
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						AUGIA	
						- v ZU10	

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DIVISION

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20101518102	Non-Title 7
The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC[] INC[] COR	P[]LLP[]
Is the Contractor Exempt from obtaining a Business License:	Yes	No X
*If yes, please explain:		
Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
*If no, please explain:		
Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
*If no, please explain:		
Is the Legal Entity active and in good standing with the Nevada Secretary of States	· · · · · · · · · · · · · · · · · · ·	
Office?	Yes X	No

Curans 8/10/10 Date

No

Authorized Signature - Buildings and Grounds Division

For Board of Examiners Yes

х

8/2/0 \leq

Authorized Signature - Agency

Date



For Bu	dget Division Use Only
Reviewed by:	111 81210
Reviewed by:	Ten Right
Reviewed by:	

	•						
1	Agency:	State of Nev					
				and Industry			
		Nevada Atto	rney for Inju	red Workers			
		Contact: (77					
			·				
~		<u></u>					
2.	Name of Lessor:	Sierra Medic		LLP			
		c/o Carson P					i
		contact: Terr	y Yeager 77	5-882-3211, fa	ax: 775-882-7553		
		L					
2	Address of Lessor	a/= 107.0					
э.	Address of Lessor	c/o 187 Sono		~~			
		Carson City,	Nevada 897	03			
		L					
4	Address of Lease	1100 East 14	illiama Stree	+ #206 #208	#210, #212, and #	040	······
ч.	property:				#210, #212, and #	213	
	property.	Carson City,	ivevaua 697	VI			
		,					
	 a. Square Footage: 	4,1	19	Usable square	e feet		
	b. Cost:	cost per	# of months	Cost per Year	time frame		Approximate
		month	in time				cost per square foot
			frame				section adoute toot
		\$5,603.50		\$67,242.00	April 1, 2010 - Ma	rch 31, 2011	\$1.360
		\$5,771.60	12	\$69,259.20	April 1, 2011 - Ma		\$1.401
	c. Total Lease Conside	ration:		\$136,501.20			
	d. Rental Adjustments	and the second s					
	e. Term:	Two (2) years	······································				
	f. Option to renew:	Yes					
	g. Utilities:						
	-	Lessor					
	h. Janitorial:	Lessor					
	i. Major repairs:	Lessor					
	Minor repairs:	Lessor					
	k. Taxes:	Lessor					
	 Comparable costs: 	\$1.21 - \$1.50					
	m. Specific termination of	lause in lease	*		Breach/Default lac	k of funding	
	n. Lease will be paid for	by Agency Bu	idaet Accour		1013	<u> </u>	
	i i i friti i	-, -, -,,,	-3-1.0000	1	1013		
	[To house the	State of Nev	ada Departm	ent of Rusiness and	d Industry, Nevada Attorne	for Injured
5.	Purpose of the lease:	Workers.				a modoli y, nevada miome	y lot injureu
	L L						
~							
б.	This lease constitutes:		An extension	of an existing le	ase		
	ſ		An addition to	current facilities	s (requires a remark)		
	ŕ			equires a remai			
	Ļ				•		
		/′	A new location	n (requires a ren	nark)		
	ſ	<u>ا</u>	Remodeling o	niy			
	ļ. F		-	-			
	L	x(Other				
:	a. Estimated moving exp	enses: n/a		Furnichi	ngs: n/a	Data/Phones: n/a	
				, 471010		Bular nones. IVa	
I	Remarks:						
	LANDLORD	VOLUNTARY	LEASE RED	UCTION of 10	% for a savings of	\$1,867.83 FY10, and \$7,5	27.36 FY11.

RETROACTIVE

<u>k</u> BOE NON BOE D ANALYST INITIALS

RECEIVED

AUG 1 0 2010

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DIVISION

7. State of Nevada Business License Information:

	Nevada Business ID Number:	NV198710122	50
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC[]]	NC[]CORP[]LLP[X]
C.	Is the Contractor Exempt from obtaining a Business License:	Yes	No X
	*If yes, please explain:		
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
	*If no, please explain:		
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
	*If no, please explain:		
	Is the Legal Entity active and in good standing with the Nevada Secretary of		
f.	States Office?	Yes X	No

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Authorized Signature - Buildings and Grounds Division

For Board of Examiners Yes No

	X	
1		

Date

Authorized Signature - Agency

Date



	For Budget Division Use Only	
Reviewed by:	R	
Reviewed by:		
Reviewed by:		
Reviewed by.		

	Agency: Name of Lessor:	Fax: (775) 68 Kietzke Offic	ssion Nevada 897 775) 688-12 44-2998 	06-7939 11 x 28 Tom C			CEIVED UL 3 0 2010
3.	Address of Lessor	4600 Kietzke Reno, Nevad		0		DERA OF BUDGI	MENT OF ADMINISTRATION
4.	Address of Lease property:	4600 Kietzke Reno, Nevad)7			
	a. Square Footage:	3,0	<u></u>	usable square	foot		
	b. Cost:	cost per	A 44		time frame		Approximate
	D. COSL	month	in time frame	Cost per rear			Approximate cost per square foot
		\$3,832.50	12	\$45,990.00	July 1, 2010 - June 3	30, 2011	\$1.250
		\$3,832.50	12	\$45,990.00	July 1, 2011 - June 3	30, 2012	\$1.250
	2%	\$3,909.15	12	\$46,909.80	July 1, 2012 - June 3	30, 2013	\$1.275
		\$3,909.15	12	\$46,909.80	July 1, 2013 - June 3	-	\$1.275
	2%	\$3,987.33	12	\$47,847.96	July 1, 2014 - June 3	30, 2015	\$1.300
	c. Total Lease Consider			\$233,647.56	Rf	TROACTIVE	
		None			ar v. 50a		
	, , , , , , , , , , , , , , , , , , ,	Five (5) years			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	<u>^</u>	
		Yes				BOE	
	g. Utilities:	Lessor		·······		KIANI DAL	
	h. Janitorial:	Lessor			-	NON BOE	
	i. Major repairs:	Lessor				- ANALYST INITIA	1 S
	j. Minor repairs: k. Taxes:	Lessor Lessor					
		\$1.25 - \$1.76					
	· · ·			······	Breach/Default lac	c of funding	
	m. Specific termination clause in lease: Breach/Default lack of funding n. Lease will be paid for by Agency Budget Account Number: 4470						
5.	Purpose of the lease:	To house the	Dairy Comm	ission			
6.	This lease constitutes:	X	An extension	of an existing le	ease		
	L.			5	es (requires a remark)	R EC	
	L			requires a rema			기번
	L			•		IUL	2 8 2010
	Ĺ		A new locatio	n (requires a re	mark)		
			Remodeling of	only		- MARIMENT OF	BUS HESS AND INDUS
		X	Other			07-28-10408 DIRECTO	R S OFFICE - CC
	a. Estimated moving exp	enses: n/a		Furnish	ings: n/a	Data/Phones: n/a	
	Remarks: I ANDLORD V	OLUNTARY I	FASE RATE		Renegotiated the	Lease and extended the terr	m for five years
	LI INDEOND V				8.00 for FY 2010.		intornive years.



7. State of Nevada Business License Information:

Nevada Business ID Number:	NV20007111875	0
The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC[X] INC[]	CORP[]LLP[]
Is the Contractor Exempt from obtaining a Business License:	Yes	No X
*If yes, please explain:		
Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
*If no, please explain:		
Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
*If no, please explain:		
Is the Legal Entity active and in good standing with the Nevada Secretary of		
States Office?	Yes X	No

Authorized Signature - Buildings and Grounds Division

Date

ta 7/19/10 Date

Authorized Signature - Agency

For Board of Examiners Yes No





							For Budget I Reviewed by:	Division Use On	ly
		¥.					Reviewed by: Reviewed by:	JEU	
				STA		E INFORMATION			
I. A	gency:		Department	of Business a	and Industry	•			
				ndustrial Rela					
				n Jayne, 775-					
			Telephone:	775-687-7080	0; Fax: 775-687	-1416			
								RECE	=IVF
N	lame of L	essor	Kietzke Offic	e Complex, I	LC				
				•	775-825-5311			1111 3	0 2010
			L						0 2010
. A	ddress d	f Lessor	4600 Kietzke	e Lane #G-17	<u>'0</u>			DEPARTMENT O	
			Reno, Neva	da 89502				DEPARTMENT O OFFICE OF BUDGET AND P	HE DIVECTO
	ddrece	flores	4600 Kint-		1 - 152 - 444				
	ddress o roperty:	Lease	Reno, Neva		1,F-153, E-144				
Ρ	iopeny.		Interio, Neva						
2	Squar	e Footage:	9.64	7 usable squa	are feet				
	. Cost:	e i ootage.	cost per		Cost per Year	time frame		Approxi	mate
-			month	months in	· · · · · · · · · · · · · · · · · · ·			cost per	
				time frame				foot	
		[\$12,251.69	12	\$147,020.28	July 1. 2	2010 - June 30, 2011	\$	1.270
			\$12,251.69	12			2011 - June 30, 2012	\$	1.270
		2	2% \$12,496.72	12			2012 - June 30, 2013	\$	1.295
			\$12,496.72	12			2013 - June 30, 2014	\$	1.295
		2	2% \$12,746.66	12	\$152,959.92	July 1, 2	2014 - June 30, 2015	\$	1.321
_	Total	ease Consid	oration:		\$746,921.76				
d		Adjustments			\$740,921.70				
e	_	Agustanents	Five (5) year	s			· · · · ·		
f.		to renew:	Yes						
g			Lessor						
h	. Janito	rial:	Lessor						
i.	-	repairs:	Lessor						
j.		repairs:	Lessor						<u> </u>
k.			Lessor \$1.25 - \$1.76			· · · · · · · · · · · · · · · · · · ·			
n. m		arable costs: ic termination	clause in lease			Breach/Default la	ack of funding		
n			or by Agency Bu		t Number:	4682, 4685, 4680			
-		6 Hz . 1	T a b a a a b b a a b b b a a b b b b b b b b b b	Distates of I					
Ρ	urpose o	f the lease:	To nouse the	DIVISION OF I	ndustrial Relation	ons			
т	his lease	constitutes:	X]An extensio	n of an existing	lease	RECE	IVE N	
			X	-	-	ies (requires a rer	nark)	一世生	
			<u> </u>	2	(requires a rem		JULIS	2010	
					ion (requires a real	•			
			L			entarky	TIMENT OF BUSIN	1 ALL 1 ALL 1	
				Remodeling	oniy		JIRECTOR S OF	FICE-CO	
				Other			01-19-10704	-08-KGVD	
a	Estima	ited moving e	xpenses: n/a		Furnishir	ngs: n/a	Data/Phones: n/a		
		r							
R	emarks:	Renegotiate	d this lease retro	pactively which	ch was to termin	ate on June 30, 2	013 and added an addi	tional 840 squar	e feet of

.^

Renegotiated this lease retroactively which was to terminate on June 30, 2013 and added an additional 840 square feet of office space to accommodate necessary office growth. Landlord gave voluntary lease rate reduction of 13% (previously \$1.47) for a savings of \$8,588.40 during FY 2011.

7. State of Nevada Business License Information:

Nevada Business ID Number:	NV200071	118750
The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC[X]	NC[]CORP[]LLP[]
Is the Contractor Exempt from obtaining a Business License:	Yes	No X
*If yes, please explain:		···
Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
*If no, please explain:		
Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
*If no, please explain:		
Is the Legal Entity active and in good standing with the Nevada Secretary of		
States Office?	Yes X	No

E Contule Date cout Authorized Signature - Buildings

and Grounds Division

For Board of Examiners Yes No



7/AI 10 Date regel Authorized Signature

Agency

For Budget Div	vision Use Only
Reviewed by:	KH XIIHIO
Reviewed by:	JAN 8/18/0
Reviewed by:	

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			·					
1	. A	gency:		of Business a				
			-	dustrial Rela				
			contact: Lori	Myer (775) 6	84-7073			
2	N	ame of Lessor:	The Trust for	Mathadist D	avalanmant of	the First Heited	Mathediat Ohumah of Oam	City Name In
~		ame of Lessol.	c/o Carson F		evelopment of	the First United	Methodist Church of Carso	on City, Nevada
				ry Yeager (77	E) 000 0014			
			Contact. Ten	iy reager (77	5) 002-3211			
			6 ,					
3	Ac	dress of Lessor	187 Sonoma	Street			·	
			Carson City,	NV 89701				
			······					
4		Idress of Lease			tes 200, 201, 2	01A, 220, 400,	401, 407	
	pr	operty:	Carson City,	Nevada				
	а	Square Footage:	13,026	usable squa	re feet			
	b.		cost per		Cost per Year	time frame		Approximate
	.	0000	month	months in	oost per Tear	ume name		
				time frame				cost per square foot
			\$16,036.99	3	\$49 110 07	Marsh 1, 2010	May 21, 2010	
		4				March 1, 2010		\$1.231
			\$16,518.10	12		June 1, 2010 -		\$1.268
			\$17,013.64			June 1, 2011 -		\$1.306
			\$17,524.05	12		June 1, 2012 - I	May 31, 2013	\$1.345
	C.	Total Lease Consider		39	\$660,780.45			
	d.	•	None					
	e.	Term:	Three (3) yea	rs, three (3) n	nonths			
	t.	Option to renew:	Yes					
	g.	Utilities:	Lessor					
	n.	Janitorial:	Lessor		·····			
	L.	Major repairs:	Lessor					
	J.	Minor repairs:	Lessor					
	K.	Taxes:	Lessor					
	I.		\$1.366 - \$1.51					
		Specific termination c				Breach/Default	lack of funding	
	n.	Lease will be paid for	by Agency Bu	dget Account	Number:	4680		
		Г				· · · · · · · · · · · · · · · · · · ·		·····
5	Pur	pose of the lease:	To house the	Department	f Business and	Linductor Divici	ion of Industrial Datations	
0.	i ui	pose of the lease.	TO HOUSE the l	Department 0	Dusiness and	i maustry, Divisi	ion of Industrial Relations.	
~	T 6.1			•	• · · ·			
б.	Ing	s lease constitutes:			of an existing			
				An addition to	o current faciliti	es (requires a r	emark)	
		Ĩ			requires a rem			
		Ĺ			-			
		Ļ			n (requires a r	emark)		
		Ĺ		Remodeling c	only			
		F	X	Other				
			<i>-</i>					
	а.	Estimated moving exp	enses: n/a		Furnishir	igs: n/a	Data/Phones: n/a	
	Ren	narks:						
						A	404.00 6 . 51/ 10	
		LANDLORD VC	JEUNIART LE	LASE RATE I	LEDUCTION.	A savings of \$7,	,181.02 for FY 10 and \$22,0	J/9.26 for FY 11.
				1901 AND 31 AN				

RETROACTIVE

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AUG 1 0 2010

DEPARTMENT OF ADMINIBERATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DIVISION

7. State of Nevada Business License Information:

Nevada Business ID Number:	NV19861025336	
The Contractor is registered with the Nevada Secretary of State's Office as a?	LLC[] INC[]	CORP[]LLP[]
Is the Contractor Exempt from obtaining a Business License:	Yes	No X
*If yes, please explain:		
Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
*If no, please explain:		
Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
*If no, please explain:		
Is the Legal Entity active and in good standing with the Nevada Secretary of		
States Office?	Yes X	No

Authorized Signature - Buildings and Grounds Division

Date

aupo 8/2/10 Authorized Signature - Agency

For Board of Examiners Yes No



For Budget L	Vivision Use Only
Reviewed by: Reviewed by: Reviewed by:	K-K00/11/10 JEN 8/18/10

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1.	Agency:	Department of Business and Industry Division of Mortgage Lending contact: Vicki Cummins 775-684-7037								
2.	Name of Lessor:	The Trust for the Methodist Development of the First United Methodist Church of Carson City c/o Prudential Carson Properties Terry Yeager 775-882-3211 FAX 775-882-7553								
3.	Address of Lessor	c/o 187 Son Carson City		-		<u> </u>				
4.	Address of Lease property:	400 West Ki Carson City		Suites 101 & 9703	110					
	a. Square Footage:	3 100	usable squ	tare feet	·					
	b. Cost:		# of	Cost per	time frame		•			
	D. COSL	1 · ·	months in time		ume name		Approximate cost per square foot			
		\$3,810.88	8	\$30,487,04	March 1, 201	0 - October 31, 2010	\$1.229			
		\$3,925.21				2010 - October 31, 2011	\$1.266			
				ļ						
				<u> </u>		•				
	c. Total Lease Conside			\$77,589.56						
	d. Rental Adjustments			·····						
	e. Term:	One (1) year	<u>, Eight (8) i</u>	months						
	f. Option to renew:	Yes								
	g. Utilities:	Lessor				•				
	h. Janitorial:	Lessor								
	 Major repairs: 	Lessor								
	j. Minor repairs:	Lessor				·····				
	k. Taxes:	Lessor								
	I. Comparable costs:	\$1.25 - \$1.40)			· · · · · · · · · · · · · · · · · · ·				
	m. Specific termination				Breach/Defau	It lack of funding	· · · · · · · · · · · · · · · · · · ·			
	n. Lease will be paid fo			ount Number	3910					
5.	Purpose of the lease:	To house the	Division o	f Mortgage Le	ending					
6. ⁻	This lease constitutes:]	An extensio	on of an exiști	ng lease		RECEIVED AUG 1 2 2010			
					-		VECEN.			
					cilities (require	s a remark)	- VEN			
		ļ	A relocation	n (requires a r	emark)		ALIC			
	ſ		A new local	tion (requires	a remark)		1 2 201h			
	Ī		Remodeling		,	DEPA	RTHE			
			Kembuenn	g only		BUD	FFICE OF TADMINIST			
	- F ation (1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1		Other				RTMENT OF ADMINISTRATION FFICE OF THE DIRECTOR EET AND PLANNING DIVISION			
5	a. Estimated moving ex	penses: n/a		Furnish	ings: n/a	Data/Phones: n/a				
F	Remarks: LANDLORD V FY11	OLUNTARY	LEASE RA	TE REDUCTI	ON; Rent Sav	ring of \$1,693.72 for FY10 an	id \$5,182.76 for			
				. •		RETROACTI	VE			
						X BOE				
							$ \mathbf{x} - \mathbf{x} _{\mathcal{L}}$			
						NON BOE	112712 + 17			
						Heitber	with			
				_		NON BOE	NTIALS			
				Page 1	of 2		· · · · · · · · · · · · · · · · · · ·			

7. State of Nevada Business License Information:

		•		
a.	Nevada Business ID Number:	NV 198610	125336	
b.	The Contractor is registered with the Nevada Secretary of State's Office as a	LLC[] INC	[] NP CORP [X] LLP []	
C.	Is the Contractor Exempt from obtaining a Business License:	Yes	No X	
	*If yes, please explain:			
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X	No	
	*If no, please explain:			
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No	\square'
	*If no, please explain:			
	Is the Legal Entity active and in good standing with the Nevada Secretary			
f.	of States Office?	Yes X	No	

Authorized Signature - Buildings and Grounds Division

 \bigcirc Date L

Authorized Signature / Agency

Date

For Board of Examiners Yes No



For B	udget Division Use Only
Reviewed by:	5 7/30/10
Reviewed by:	CJ 8/16/10
Reviewed by:	

 Agency: Department of Environmental Protection 901 South Stewart Street, Suite 494 400 i Carson City, Nevada 89701 contact: (775) 687-4970; fax: (775) 687-5856 9504 Name of Lessor: Truck Underwriters Association, a California corporation c/o Zurich Alternative Asset Management LLC Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 Address of Lessor C/0 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager Address of Lesson Office Dodr. 								
Carson City, Nevada 89701 contact: (775) 687-4070; fax: (775) 687-5856 9504 2. Name of Lessor: Truck Underwriters Association, a California corporation c/o Zurich Alternative Asset Management LLC Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor C/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager								
 contact: (775) 687-4970; fax: (775) 687-5856 2. Name of Lessor: Truck Underwriters Association, a California corporation c/o Zurich Alternative Asset Management LLC Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor C/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager 								
 2. Name of Lessor: Truck Underwriters Association, a California corporation c/o Zurich Alternative Asset Management LLC Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor C/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager 								
 c/o Zurich Alternative Asset Management LLC Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor c/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager 								
Phone: (212) 871-1640; Fax: (212) 871-1588 Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor C/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager								
Property Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) Fax: (702) 940-4107 3. Address of Lessor c/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager								
Fax: (702) 940-4107 3. Address of Lessor c/o 105 East 17th Street, 3rd Floor New York, NY 10003 Attention: Asset Manager	836-3731							
New York, NY 10003 Attention: Asset Manager								
New York, NY 10003 Attention: Asset Manager								
Attention: Asset Manager								
4. Address of Lease Greÿstone Office Park								
property: 2030 E. Flamingo Road, Suite 220								
Las Vegas, Nevada 89109								
a. Square Footage: 8,311 usable square feet								
b. Cost: cost per # of months Cost per Year time frame	Approximate							
month in time	cost per square foot							
frame	\$1.730							
\$14,793.58 12\$177,522.96 May 1, 2010 April 30, 2012	\$1.780							
\$15,209.13 . 12 \$182,509.56 May 1, 2012 - April 30, 2013	\$1.830							
\$15,624.68 12 \$187,496.16 May 1, 2013 - April 30, 2014	\$1.880							
\$16,123.34 12 \$193,480.08 May 1, 2014 - April 30, 2015	\$1.940							
c. Total Lease Consideration: \$913,545.12								
d. Rental Adjustments None								
e. Term: Five (5) years								
f. Option to renew: Yes -								
g. Utilities: Lessor h. Janitorial: Lessor								
h. Janitorial: Lessor i. Major repairs: Lessor								
j. Minor repairs: Lessor								
k. Taxes: Lessor								
I. Comparable costs: \$1.73 - \$1.983								
m. Specific termination clause in lease: Breach/Default lack of funding								
n. Lease will be paid for by Agency Budget Account Number: 3173	······································							
·								
5. Purpose of the lease: To house the Department of Environmental Protection.								
6. This lease constitutes: X 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: Data/Phones:\$								
Remarks:								
LANDLORD VOLUNTARY LEASE RESTRUCTURE								



7. State of Nevada Business License Information:

			I
		<u> </u>	· 01 74/7~
	Nevada Business ID Number:	upp	Und for 1/10
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:		
c.	Is the Contractor Exempt from obtaining a Business License:	Yes	No X
	*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 X
	*If no, please explain:		
	Is the Legal Entity active and in good standing with the Nevada Secretary of		
f.	States Office?	′Yes ノ	No

4 21-10

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10 7 Date Authorized Signatur

Authorized Signature - Buildings and Grounds Division

For Board of Examiners Yes No

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Date

FPA

For Bu	idget Division Use Only		
Reviewed by:	VH	810	10
Reviewed by:		जान्त	, t
Reviewed by:			

1.	Agency:	Department of Heritage	ate of Nevada partment of Health and Human Services rision of Health Care Finance and Policy ntact: Shawna De Rousse 775-684-3494;							
2.	Name of Lessor:	c/o Carson P	ra Medical Complex, LLP Carson Properties tact: Terry Yeager 775-882-3211, fax: 775-882-7553							
3.	Address of Lessor	1	187 Sonoma Street rson City, Nevada 89703							
4.	Address of Lease	1000 East W								
	property:	Carson City,	Nevada 897	01						
	a. Square Footage:	1,4	50	Usable square	e feet					
	b. Cost:	cost per			time frame		Approximate			
		month	in time frame				cost per square foot			
		\$1,812.50		\$29,000.00	October 1, 2010 -	January 31, 2012	\$1.250			
	c. Total Lease Conside		16	\$29,000.00						
	d. Rental Adjustments	None								
	e. Term:	One (1) year	four (4) mon	ths						
	f. Option to renew: q. Utilities:	Yes								
	g. Utilities: h. Janitorial:	Lessor Lessor								
	i. Major repairs:	Lessor								
	j. Minor repairs:	Lessor								
	k. Taxes:	Lessor	1			·····				
	I. Comparable costs:	\$1.21 - \$1.50								
	m. Specific termination of	clause in lease):		Breach/Default la	ck of funding				
	n. Lease will be paid for	by Agency Bi	udget Accou	nt Number:	3158	-3150				
		To house the	State of Nev	vada, Departm	ent of Health and I	Human Services, Division of	Health Care			
5.	Purpose of the lease:	Finance and I	Policy.							
_										
6.	This lease constitutes:			of an existing le						
		X			s (requires a remark	.)				
				requires a rema						
			A new locatio	n (requires a re	mark)					
			Remodeling of	only						
			Other							
	a. Estimated moving ex	penses: n/a		Furnish	ings: n/a	Data/Phones: n/a				
	Remarks:						1			
	Nomality.									

Health Reform group and DHHS HIT group will be in one location.

RECEIVED AUG 1 0 2010 DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DIVISION

7. State of Nevada Business License Information:

Nevada Business ID Number:	NV19871012250)
The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [X] IN	C[] CORP[] LLP [X]
Is the Contractor Exempt from obtaining a Business License:	Yes	No X
*If yes, please explain:		
Is the Contractors Name the same as the Legal Entity Name?	Yes X	No
*If no, please explain:		
Does the Contractor have a current Nevada State Business License (SBL)?	Yes X	No
*If no, please explain:		
Is the Legal Entity active and in good standing with the Nevada Secretary of		
States Office?	Yes X	No

Authorized Signature - Buildings Bate 10 / 10 Claulebeat 8/10/10 Authorized Signature - Agency Date

For Board of Examiners Yes No





 Agency: 	Departmen	t of Informati	on Technology		·····
	contact: Be	n Bohm 775-	684-5859	DET	ROACTIV
0 11 (1	L		-		UNCIN
2. Name of Lessor:	1	Properties, LL ial Parkway (· · · · · · · · · · · · · · · · · · ·	
				arson Properties (775) 882-3211	30E
0.444					NON BOE
3. Address of Lessor	5616 Salk F Carson City	Rd ∕, Nevada 89`	706	and the second	
				JEIN,	ANALYST INIT
4. Address of Lease	12 Industria				
property:	Moundhous	e, Nevada 8	9706-7750		
					
 a. Square Footage: b. Cost: 	8,000 usabl	e square fee	t of Warehouse	e/Office space and approximately 50' x 100	
b. Cost.	month	in time	Cost per Year	time frame	Approximate cost per square foot
office spa	ce \$2,673.47	frame	\$24,061.23	April 1, 2010 - December 31, 2010	
onice spa	\$2,753.68		\$33,044.16	January 1, 2011 - December 31, 2010	\$0.334
-	\$2,836.28	12	\$34,035.36	January 1, 2012 - December 31, 2012	\$0.344
Storage vard	\$0.00	33	\$0.00	April 1, 2010 - December 31, 2012	\$0.000
c. Total Lease Cons	ideration:	1	1 \$91,140.75	1	
d. Rental Adjustmer	nts Yes			and a second	
e. Term:		rs, nine (9) m	onths		· · · · · · · · · · · · · · · · · · ·
f. Option to renew: g. Utilities:	Yes Topopt: Elos	tria Courar (
h. Janitorial:	Tenant	unc, Sewer, C	Gas, Water & 1	elephone	
i. Major repairs:	Lessor				
 Minor repairs: 	Lessor				
k. Taxes:	Lessor				· · · · · · · · · · · · · · · · · · ·
 I. Comparable costs m. Specific termination 					
n. Lease will be paid			nt Number:	Breach/Default lack of funding	
•					······
Purpose of the lease:	To house the	Department	of Information	Technology.	AUG 1 0 2011
6. This lease constitutes		٦.			-CEIVE
 This lease constitutes 		H	of an existing le	ase	JECH.
		7		s (requires a remark)	C 1 0 201
		i i i i i i i i i i i i i i i i i i i	requires a remai	rk)	AUG 10 LO
		7	n (requires a ren	nark)	ADMIN
		Remodeling of	only		DEPARTMENT OF ADMIN DEPARTMENT OF THE DI OFFICE OF TLANNI
	<u> </u>	Other			DEPATEFICE ND PLAN
a. Estimated moving	expenses:		Furnish	ings: Data/Phones:	BUDGE
					······
Remarks:	O VOLUNTARY	LEASE RES	TRUCTURE at	10% reduction for total savings \$10,126.65	over the term of the
Remarks: LANDLOR	Jactive to April 2	.010.			
Remarks: LANDLOR lease. Retr					
LANDLOK lease. Retr	ess License Info	mation:			
LANDLOK lease. Retr				10012872	
7. State of Nevada Busin				10012872	
7. State of Nevada Busin a. Nevada Business b. The Contractor is r	D Number: egistered with th	ie Nevada Se	cretary of Stat		CORPLILIPIN
 State of Nevada Busin a. Nevada Business b. The Contractor is r c. Is the Contractor E 	D Number: egistered with th xempt from obta	ie Nevada Se ining a Busin	ecretary of Stat ess License:	e's Office as a?: LLC [X] INC [] (Yes	CORP[]LLP[] No X
 State of Nevada Busin a. Nevada Business b. The Contractor is r c. Is the Contractor E *If yes, please expl 	D Number: egistered with th xempt from obta ain:	ining a Busin	ess License:	e's Office as a?: LLC [X] INC [] (Yes	No X
 State of Nevada Busin a. Nevada Business b. The Contractor is r c. Is the Contractor E 	D Number: egistered with th xempt from obta ain: Name the same a	ining a Busin	ess License:	e's Office as a?: LLC [X] INC [] (
 ANDLOR lease. Retr State of Nevada Business The Contractor is r Is the Contractor E If yes, please expl Is the Contractors I the Contractors I a the Contractors I a the Contractors I b the Contractors I a the Contractors I b the Contractors I c Does the Contractor 	D Number: egistered with th xempt from obta ain: Name the same in: or have a current	ining a Busin as the Legal t Nevada Stat	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Yes X Evense (SBL)? Yes X	No X
 State of Nevada Business Nevada Business The Contractor is r Is the Contractor is r Is the Contractors I if yes, please expla Is the Contractors I a the Contractors I a the Contractor is the Contractor	D Number: egistered with th xempt from obta ain: Name the same in: or have a current	ining a Busin as the Legal t Nevada Stat	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Sense (SBL)? Yes X ada Secretary	No X
 ANDLOR lease. Retr State of Nevada Business The Contractor is r Is the Contractor E If yes, please expl Is the Contractors I the Contractors I a the Contractors I a the Contractors I b the Contractors I a the Contractors I b the Contractors I c Does the Contractor 	D Number: egistered with th xempt from obta ain: Name the same in: or have a current	ining a Busin as the Legal t Nevada Stat	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Yes X Evense (SBL)? Yes X	No X
 State of Nevada Business Nevada Business The Contractor is r Is the Contractor is r Is the Contractors I if yes, please expla Is the Contractors I a the Contractors I a the Contractor is the Contractor	D Number: egistered with th xempt from obta ain: Name the same in: or have a current	ining a Busin as the Legal t Nevada Stat	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Sense (SBL)? Yes X ada Secretary	No X
 State of Nevada Business Nevada Business The Contractor is r Is the Contractor is r Is the Contractors I if yes, please expla Is the Contractors I a the Contractors I a the Contractor is the Contractor	D Number: egistered with th xempt from obta ain: Name the same in: or have a current	ining a Busin as the Legal t Nevada Stat	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Sense (SBL)? Yes X ada Secretary	No X
 State of Nevada Business Nevada Business The Contractor is r Is the Contractor is r Is the Contractors I if yes, please expla Is the Contractors I a the Contractors I a the Contractor is the Contractor	D Number: egistered with th xempt from obta ain: Name the same a in: or have a current ity active and in	ining a Busin as the Legal Nevada Star good standin	ess License: Entity Name? te Business Lic	e's Office as a?: LLC [X] INC [] (Yes Yes X Sense (SBL)? Yes X ada Secretary	No X
 State of Nevada Business Nevada Business The Contractor is r Is the Contractor is r Is the Contractors I if yes, please expla Is the Contractors I a the Contractors I a the Contractor is the Contractor	D Number: egistered with th xempt from obta ain: Name the same a in: or have a current ity active and in	ining a Busin as the Legal t Nevada Stat good standin	ess License: Entity Name? te Business Lic g with the Nev	e's Office as a?: LLC [X] INC [] (Yes Yes X Sense (SBL)? Yes X ada Secretary	No X

For Budget Division Use Only

Fo	r Budget Divi	sion Use Only	,
Reviewed by:		UN VN	
Reviewed by:		Ket	8/12/10
Reviewed by:			

1.	Agency:		ieral Resources Commission itact: Wanda Martin Phone (775) 684-7043; Fax (775) 684-7052						
2.	Name of Lessor:	c/o Zurich All Phone: (212) Property Mar	ck Underwriters Association, a California corporation Zurich Alternative Asset Management LLC one: (212) 871-1640; Fax: (212) 871-1588 perty Manager: Dean Kaufman, Colliers International (702) 735-5700; (702) 836-3731 c: (702) 940-4107						
3.	Address of Lessor	New York, N	105 East 17th Street, 3rd Floor / York, NY 10003 ntion: Asset Manager					E.	
4.	Address of Lease property:	Greystone O 2030 East Fl Las Vegas, N	amingo Road	d, Suite 250			BOE NÓN BOE	-	
	a. Square Footage:	1,200 59	FT	,		AL	ANALYST	INIT	IALS
	a. Square Footage:b. Cost:	cost per month		Cost per Year	time frame		7.117.12101		Approximate cost per square foot
		\$2,076.00	12	\$24,912.00	May 1, 2010 -	April 30,201	1		\$1.730
		\$2,136.00	12	\$25,632.00	May 1, 2011 -	-			\$1.780
		\$2,196.00		\$26,352.00	May 1, 2012 -				\$1.830
		\$2,256.00	12	\$27,072.00	May 1, 2013 -				\$1.880
		\$2,328.00	12	\$27,936.00	May 1, 2014 -	April 30, 201	5		\$1.940
	 c. Total Lease Consid d. Rental Adjustments e. Term: f. Option to renew: g. Utilities: h. Janitorial: i. Major repairs: j. Minor repairs: k. Taxes: l. Comparable costs: m. Specific termination n. Lease will be paid for Purpose of the lease: This lease constitutes: 	None Five (5) years Yes Lessor Lessor Lessor Lessor \$1.55 - \$1.98 clause in lease or by Agency B	i3 e: udget Accou Commission		ease		Inding		
	a. Estimated moving e	x xpenses: N/A	Other	Furnisł	nings: N/A	Data	/Phones: N/A		
	Pomarke:]
	Remarks: LANDLORD	VOLUNTARY	LEASE RAT	E REDUCTIO	N - ⁻				

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JUL **2 3** 2010

7. State of Nevada Business License Information:

		<u> </u>	> 7/1-
a.	Nevada Business ID Number:	raples	- tou 1/1/10
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC[[®]] INC[]	CORP KDLLP []
С.	Is the Contractor Exempt from obtaining a Business License:	Yes	ŃO X
	*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 X
	*If no, please explain:		
	Is the Legal Entity active and in good standing with the Nevada Secretary of	\bigcirc	
f.	States Office?	Yes	No

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Authorized Signature - Building and Grounds Division

For Board of Examiners Yes

7-21-10 Hay R. Jam 7/19/10 Date Authorized Signature - Agency Date

No

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For Budget Div	ision Use Only
Reviewed by:	, X
Reviewed by:	
Reviewed by:	

<u>7.</u> -

		<u></u>						
1.	Agency:	State of Net						
		Commission						
		contact: W	anda Martin	775-684-7043				
2.	Name of Lessor:	The Trust for the Methodist Development of the First United Methodist Church of Carson City						
		c/o Prudent						
				3211 FAX 77	5-882-7553	RETRO	BACTI	VE
3.	Address of Lessor	c/o 187 Sonoma Street				ж во	E	
		Carson City	, Nevada 89	9701				- -
		L				NO	N BOE	- 12
4.	Address of Lease	400 West K	ing Street, S	Suites 100 & 10)6			
	property:	Carson City	, Nevada 89	9703		E ANA	ALYST INI	TIALS
		L						
	a. Square Footage:	3,123 usabl	e square fee	et		······································		·····
	b. Cost:	cost per		Cost per Year	time frame			Approximate
		month	months in	•				cost per square
			time					foot
		\$3,965.89	12	\$47,590.68	March 1, 2010	- February 28, 2	011	\$1.269
		\$4,084.87		\$49,018.44		- February 29, 20		\$1.308
		\$4,207.42	12	\$50,489.04		- February 28, 20		\$1.347
	- / / / / / / / / / / / / / / / / / / /	L		<u> </u>	l	····	••••••••••••••••••••••••••••••••••••••	
	c. Total Lease Conside			\$147,098.16		<u></u>	····	
	d. Rental Adjustments e. Term:	Three (3) ye	are					
	f. Option to renew:	Yes			•			
	g. Utilities:	Lessor				·····	· · ·	
	h. Janitorial:	Lessor		·····	·····			
	i. Major repairs:	Lessor						
	j. Minor repairs:	Lessor		· · · · · · · · · · · · · · · · · · ·				
	k. Taxes:	Lessor						
	I. Comparable costs:							
	m. Specific termination				Breach/Default	lack of funding		
	n. Lease will be paid fo	r by Agency	Budget Acco	ount Number:	3910			
5	Durnage of the losses	To house the	Comminai	an an Minaral I				
5.	Purpose of the lease:	To nouse in	e Commissi		resources			EIVED 1 2 2010
c	This lesse constitutes.				- 1		REC	En.
0.	This lease constitutes:			on of an existing	-			'CIVEN
					lities (requires a	remark)	AUG	
			A relocatior	n (requires a re	mark)		-	1 2 201n
			A new local	tion (requires a	remark)		DEPARTMENT	~
	Ī		Remodeling	only	-		BUDGET AND	FADMINISTRATION HE DIRECTOR ANNING DIVISION
			4	y = y				ANNING DIVISION
	·	X	Other					- TSION
	a. Estimated moving ex	penses: n/a		Furnishir	ngs: n/a	Data/Phone	s: n/a	
	······	•						
	Remarks: LANDLORD V	OLUNTARY	LEASE RA	TE REDUCTIO	N; Rent Saving	gs of \$1,762.64 fo	or FY10 and S	\$5,340.80 for
	FY11							



7. State of Nevada Business License Information:

	Nevada Business ID Number:	NV 198610	25336
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLCI I INCI I	NP CORP IX1 LLP 11
C.	Is the Contractor Exempt from obtaining a Business License: *If yes, please explain:	Yes	No X
	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain:	Yes X	No
	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain:	Yes X	No
	Is the Legal Entity active and in good standing with the Nevada Secretary of		
t.	States Office?	Yes X	Νο

Authorized Signature Buildings Date and Grounds Division

For Board of Examiners Yes No

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Authorized Signature - Agency 8/10/10 Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

BOE

DESCRIPTION OF CON	TRACT		
1. Contract Number: 1107	7	Amendment Number:	1
		Legal Entity Name:	AARDVARK VIDEO & MEDIA PRODUCTIONS, LLC
Agency Name: ATT	ORNEY GENERAL'S OFFICE	Contractor Name:	AARDVARK VIDEO & MEDIA PRODUCTIONS, LLC
Agency Code: 030		Address:	17 WINDING ROAD
Appropriation Unit: 1041	-10		
Is budget authority available?:	Yes	City/State/Zip	HENDERSON, NV 89052
If "No" please explain: N	lot Applicable	Contact/Phone:	null702.897.4477
		Vendor No.:	T29023945
		NV Business ID:	NV20011128007
To what State Fiscal Yea	ar(s) will the contract be charge	d? 2010-2011	
What is the source of fun the contractor will be pair	ds that will be used to pay the d by multiple funding sources.	contractor? Indicate the per	centage of each funding source if
General Funds	0.00 % Fees	0.00 %	
Federal Funds	0.00 % Bonds	0.00 %	
Highway Funds	0.00 % X Other fu	Inding 100.00 % Court	Assessment
Agency Reference #:	030		
2. Contract start date:			
a. Effective upon Board Examiner's approval?		ective date 05/27/2010	
Anticipated BOE me	eeting date 09/2010		
Retroactive? If "Yes", please explain	Νο		
Not Applicable			
3. Previously Approved Termination Date:	10/31/2010		
Contract term:	157 days		
4. Type of contract:	Contract		
Contract description:	Training Video		
5. Purpose of contract:	Huming Huco		
	to the original contract which	nrovidos sorviços for the	production of a multi-disciplinary
training video on the cy	cle of abuse in domestic vio \$17,800 due to expanded pro	lence. This amendment c	hanges the maximum amount of the
6. CONTRACT AMENDME	NT		
1. The maximum an	nount of the original contract:		\$9,999.00
	ny previous contract amendme	nts:	\$0.00
	t contract amendment:		\$7,801.00
4. New maximum co	ontract amount:		\$17,800.00
JUSTIFICATION			
7. What conditions require t	hat this work be done?		

Agency received funding from the Violence Against Women STOP Grant, together with a donation from Southern Nevada Domestic Violence Task Force, to produce a training video on the cycle of abuse in domestic violence.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff lacks expertise to provide the necessary video production services.

9. Were quotes or proposals solicited?

II.

a. If yes, list the names of vendors that submitted proposals:

b. Soliciation Waive	r: Not Applicable					
c. Why was this cor	c. Why was this contractor chosen in preference to other?					
Agency based decision on lowest price and best proposal, and quality of contractor's work product.						
d. Last bid date:	02/18/2010	Anticipated re-bid date:				

No

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	shanshew	08/10/2010 14:01:56 PM
Division Approval	jspencer	08/10/2010 15:22:46 PM
Department Approval	jspencer	08/10/2010 15:22:52 PM
Contract Manager Approval	shanshew	08/10/2010 15:26:03 PM
Budget Analyst Approval	jstrandb	08/12/2010 11:34:38 AM
Team Lead Approval	jmurph1	08/13/2010 15:33:21 PM
BOE Agenda Approval	jmurph1	08/13/2010 15:33:34 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11482

				Legal Entity Name:	NEVADA INTERSCHOLASTIC
	Agency Name: COL	LEGE SAVINGS T	RUST	Contractor Name:	NEVADA INTERSCHOLASTIC
	Agency Code: 051			Address:	ACTIVITIES ASSOCIATION
	Appropriation Unit: 1092	-04			549 COURT ST
	Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89501-1710
	If "No" please explain: N	ot Applicable		Contact/Phone:	null775/453-1012
				Vendor No.:	T81101171
				NV Business ID:	TN00360219
	To what State Fiscal Yea			2011-2013	
	What is the source of fun the contractor will be paid	ds that will be used d by multiple fundin	I to pay the contrac g sources.	ctor? Indicate the per	rcentage of each funding source if
	General Funds	0.00 %	Fees	0.00 %	
	Federal Funds	0.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	C Other funding	100.00 % Nevad	la College Savings
2.	Contract start date:				
	a. Effective upon Board Examiner's approval?		b. other effective of	date: NA	
	Anticipated BOE me	eting date 09	9/2010		
	Retroactive?	No			
	If "Yes", please explain				
	Not Applicable				
3.	Termination Date:	08/31/2012			
0.	Contract term:	2 years			
4	Type of contract:	Contract			
ч.	Contract description:	Marketing Servic	ces		
5.	Purpose of contract:				
	This is a new contract t other family members a	o provide direct m attending sporting	narketing of the N events througho	evada College Savi ut the state.	ings Plans programs to parents and
6	NEW CONTRACT				
0.	The maximum amount of	the contract for the	e term of the contra	act is: \$24,000.00	
	Payment for services will				
			•		
J	USTIFICATION				
7.	What conditions require t				
	We have been asked by marketing efforts that will	the Legislatures to help us expand the	reach out and capt e level of understar	ture more Nevada pa nding of the advantag	articipants, and we feel this is one of many ges the program offers.
8.	Explain why State employ	yees in your agenc	y or other State ag	encies are not able t	o do this work:
	This is a partnership with exhibit the materials we p		supply the goods a	nd services and they	y supply the venue and the publications to
9.	Were quotes or proposal	s solicited?		No	
	Was the solicitation (RFP Division?		hasing	No	
	a. If yes, list the names o	f vendors that subr	nitted proposals:		
	Not Applicable				

II.

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 100709 Approval Date: 07/26/2010

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?

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)

No

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	mwinebar	08/06/2010 19:38:47 PM
Division Approval	mwinebar	08/06/2010 19:38:50 PM
Department Approval	mwinebar	08/06/2010 19:38:52 PM
Contract Manager Approval	cthurst1	08/09/2010 09:47:54 AM
Budget Analyst Approval	rhage1	08/11/2010 11:51:34 AM
Team Lead Approval	jteska	08/20/2010 10:24:54 AM
BOE Agenda Approval	jteska	08/20/2010 10:25:01 AM
BOE Final Approval	Pending	

.07/22/2010 09:41 IFAX purlfax@purchasing.state.nv.us Jul.22. 2010 10:28AM



JIM GIBBONS Gov ernor STATE OF NEVADA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 516 East Musser Street, Suite 300 Carson City, Nevada 89701 Phone (775) 684-0170 • Fax (775) 684-0188

002/007 No. 0306 P. Purchasing Use Only: #100709

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: State Treasurer's Office, Marketing Coordinator Troy Watts, 702-486-3817, <u>tgwatts@nevadatreasurer.gov</u>.
 - b. Vendor contact information: Nevada Interscholastic Activities Assn. (NIAA), Assistant Director Donnie Nelson, 775-453-1012, donnien@niaa.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: Advertising sponsorship agreement is between the State Treasurer, administrator for the Board of Trustees of The College Savings Plans of Nevada, and the NIAA, which includes use of the NIAA logo on promotional materials, articles and a link on the NIAA website to the Nevada College Savings Plans program website, recognition of the program in all printed materials distributed at NIAA state championship events, full page color ad in materials produced by NIAA, booth or table at NIAA state championship events, display of banners at all NIAA championship events, public address announcement at NIAA events, and 30second radio and/or television spots when such is available.
- 3. Describe the unique qualification required for the service or good to be purchased: The State can only purchase this advertising package through NIAA, the governing body for high school sports in Nevada.
- 4. Explain why this service or good cannot be competitively bid; if an emergency purchase, please justify: The State can only purchase this advertising package through NIAA, the governing body for high school sports in Nevada.
- 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 is no other way to accomplish this advertising package. The State would lose out on a valuable opportunity to reach people across Nevada to inform them about the benefits of the Nevada College Savings Plans program.
- 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. See previous statements.
- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The Treasurer's Office negotiated with NIAA to reach an amicable agreement for services and costs.

Page 1 of 2

07/22/2010 09:41 IFAX purifax@purch Jul. 22. 2010 10:32AM 8. What is the estimated value an is from September 14, 2010 un		No. 0306 P. 7 No. 0306 P. 7 Lent or request? The length of the contract alue is 24,000.
a. New contract Y 🛛 N 🗌		
b. Amendment Y 🔲 N 🛛	Amendment No {provid	le copy of previous waiver(s)}
Nevada State Treasurer's Office Requesting agency	hereby requests approval fo	Proposed vendor
to provide the service/good for the am		
By signing below I hereby certify that my knowledge.	the information provided in this	form is true and accurate to the best of
Signed:		7-20-2010

x Mt + Itt	1-00-2010
Agency Representative Initiating Request	Date
Ageing poprosentities the second second	
× mout Drada Dunch 4	7-20-2010
No start and a start and a start and a start and a start a sta	Date
Agency Head Authorizing Request	

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:

Digitou.		
×	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:	
Ving Smith	7-22-10
Administrator, Purchasing Division	Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11510

						Legal Entity Name:	Putnam Investment Management, LLC
	Agency Name: 0	COLLE	GE SAVIN	GS TRI	JST	Contractor Name:	Putnam Investment Management, LLC
	Agency Code: 0	051				Address:	One Post Office Square
	Appropriation Unit: 1	1092-04	L .				
	Is budget authority available?:		Yes			City/State/Zip	Boston, MA 021109
	If "No" please explain	n: Not	Applicable			Contact/Phone: Vendor No.:	null617-760-8378
						NV Business ID:	pending
	To what State Fiscal	Year(s) will the co	ntract b	e charged?	2011-2016	
	What is the source of the contractor will be	f funds paid b	that will be y multiple fu	used to inding s	o pay the contr sources.	actor? Indicate the per	rcentage of each funding source if
	General Fund	ds	0.00 %		Fees	0.00 %	
	Federal Fund	ds	0.00 %		Bonds	0.00 %	
	Highway Fun	nds	0.00 %	Х	Other funding	100.00 % Fees f	from account revenues
2.	Contract start date:						
	a. Effective upon Bo Examiner's appro	oard of oval?	Yes	or b.	other effective	e date: NA	
	Anticipated BO	E meeti	ng date	09/2	010		
	Retroactive?		No				
	If "Yes", please expla	ain					
	Not Applicable						
3	Termination Date:	0	9/30/2015				
-	Contract term:	5	years and	30 day	/S		
4	Type of contract:	F	- levenue Co	ontract			
т.	Contract description:		inancial S				
E		-					
э.	Purpose of contract:		the yord	vr will c	anvice as pro	aram manager and i	nvestment manager for an advisor-sold
	529 savings plan. T APPROVAL OF THE	HIS VE	NDOR IS I	N THE CONTI	PROCESS OF NGENT UPON	SECURING A NEVA	DA STATE BUSINESS LICENSE. JRING A NEVADA STATE BUSINESS RY OF STATE'S BUSINESS
6.	NEW CONTRACT						
	The maximum amou	nt of th	e contract f	or the te	erm of the cont	ract is: \$5,450,000.0	0
J	USTIFICATION						
7.	What conditions requ	uire tha	t this work t	e done	?		
	NRS 353B.370 autho	orizes c	ontract mai	nageme	ent services for	college savings plans and a new plan is nee	s. In addition, the current Columbia 529 eded to assume the services.
ß						gencies are not able t	
0.		ivate in	vestment bi	oker, n			college savings sales and investment
9.	Were quotes or prop	osals s	olicited?			Yes	
	Was the solicitation (Division?			Purcha	sing	No	

a. If yes, list the names of vendors that submitted proposals:

11.

b. Soliciation Waiver: Not Applicable

10. Does the contract contain any IT components?

c. Why was this contractor chosen in preference to other?

The CSP Board contracted with a consulting firm, AKF Consulting, to conduct a solicitation for an advisor plan program manager. Of the responses received, Putnam was selected based upon their product lineup and fees, distribution capabilities, and ability to offer a nationwide plan. 04/01/2015 Anticipated re-bid date:

d. Last bid date:

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?
 - If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on No his own time? (Please explain)

Not Applicable

- c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?
 - If "Yes", please provide employment termination date. No
- d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

If "Yes", please explain No

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?
 - 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

No

- 13. Is the contractor currently involved in litigation with the State of Nevada?
 - If "Yes", please provide details of the litigation and facts supporting approval of the contract: No

Not Applicable

- 14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Currently working on business license with the State of Nevada. Other
- 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)?
 - 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. No

Nevada business license "pending".

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

b. If "NO", please explain. No

Nevada business	license "	pending".		

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	08/17/2010 16:53:05 PM
Division Approval	mwinebar	08/17/2010 16:53:08 PM
Department Approval	mwinebar	08/17/2010 16:53:11 PM
Contract Manager Approval	cthurst1	08/17/2010 17:01:54 PM
Budget Analyst Approval	rhage1	08/23/2010 14:31:51 PM
Team Lead Approval	jteska	08/24/2010 15:37:46 PM
BOE Agenda Approval	jteska	08/24/2010 15:37:52 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11483

BOE

•••	oomaaathambon						
						Legal Entity Name:	VECTOR MEARA TRANSIT ADVRTSING
	Agency Name:	COLLE	GE SAVING	S TRU	IST	Contractor Name:	VECTOR MEARA TRANSIT ADVRTSING
	Agency Code:	051				Address:	GROUP LLC DBA VECTOR MEDIA
	Appropriation Unit:	1092-04					6380 S VALLEY VIEW STE 106
	Is budget authority available?:		Yes			City/State/Zip	LAS VEGAS, NV 89118
	If "No" please explai	in: Not A	Applicable			Contact/Phone:	null702/361-3660
						Vendor No.:	T29007354
						NV Business ID:	E0064382007-1
	To what State Fisca					2011	
	What is the source of the contractor will be					stor? Indicate the per	rcentage of each funding source if
	General Fun	ds	0.00 %		Fees	0.00 %	
	Federal Fund		0.00 %		Bonds	0.00 %	
	Highway Fur	nds	0.00 %	Х	Other funding	100.00 % Nevad 50%	la College Savings 50% Prepaid Tuition
_						5078	
	Contract start date:		N.				
6	 Effective upon Bo Examiner's appro 	oval?			other effective d	late: NA	
	Anticipated BO	E meetii	ng date	09/2	010		
I	Retroactive?		No				
Г	lf "Yes", please expl	ain					
Ľ	Not Applicable		······				
3. '	Termination Date:	03	3/01/2011				
(Contract term:	18	81 days				
4. ⁻	Type of contract:	C	ontract				
(Contract description	: M	arketing Se	rvices	5		
5. I	Purpose of contract:						
•	This is a new contr	act to p	rovide direc	t mar	keting of the No	evada College Savi	ings Plans and Prepaid Tuition
	programs to the La	is Vegas	s areas on s	electe	ed Regional Tra	nsportation Comm	ission (RTC) buses.
6. I	NEW CONTRACT						
	The maximum amou						
I	Payment for service:	s will be	made at the	rate o	f \$24,960.00 pe	r contract term	
JU	STIFICATION						
7	What conditions requ	uire that	this work be	done	?		
							articipants, and we feel this is one of many
[]	marketing effors that	t will help	o us expand	the lev	vel of understand	ding of the advantag	es of the programs we offer.
r						encies are not able to	
	This is a partnership medium.	with Ve	ctor Media w	hereir	n we supply the i	nformation for the p	rograms and they provide the marketing
9. ۱	Were quotes or prop	osals sc	licited?			No	
	Was the solicitation of Division?	(RFP) do	one by the P	urchas	sing	No	
į	a. If yes, list the nam	es of ve	ndors that su	ubmitte	ed proposals:		
1	Not Applicable	-					

11.

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 100710 Approval Date: 07/26/2010

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?

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)

No

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	mwinebar	08/06/2010 19:24:47 PM
Division Approval	mwinebar	08/06/2010 19:24:51 PM
Department Approval	mwinebar	08/06/2010 19:24:59 PM
Contract Manager Approval	cthurst1	08/09/2010 09:47:25 AM
Budget Analyst Approval	rhage1	08/11/2010 11:53:51 AM
Team Lead Approval	jteska	08/20/2010 10:30:00 AM
BOE Agenda Approval	jteska	08/20/2010 10:30:10 AM
BOE Final Approval	Pending	

07/22/2010 09:41 IFAX purlfax@purchasing.state.nv.us ______Jul. 22. 2010 10:31AM 2008/007 No. 0306 P. 6 Purchasing Use Only:



JIM GIBBONS Gov error RECEIVED STATE OF NEVADA NEVADA STATE PURCHOEPARTMENT OF ADMINISTRATION 10 JUL 22 AM 10: 54 PURCHASING DIVISION 515 East Musser Street, Suile 300 Carson City, Nevada 89701 Phone (775) 684-0170 • Fax (776) 684-0188

100710

ANDREW K. CLINGER Director

GREG SMITH Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

- a. Identify State agency and the contact person's name, title, telephone number and email address for this request: State Treasurer's Office, Marketing Coordinator Troy Watts, 702-486-3817, <u>tgwatts@nevadatreasurer.gov</u>.
 - b. Vendor contact information: Vector Media Las Vegas, Senior Account Executive Lisa Griffen Chatham, 702-361-3660, lisac@vectormedia.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: Advertising agreement is between the State Treasurer, administrator for the Board of Trustees of The College Savings Plans of Nevada, and Vector Media Las Vegas (VMLV). This agreement includes banner advertising on select Regional Transportation Commission (RTC) buses in the Las Vegas area for a three-month period beginning December 1, 2010.
- 3. Describe the unique qualification required for the service or good to be purchased: The State can only purchase this bus advertising package through VMLV, the exclusive advertising firm contracted by the RTC in Southern Nevada.
- 4. Explain why this service or good cannot be competitively bid; if an emergency purchase, please justify: The State can only purchase this bus advertising package through VMLV, the exclusive advertising firm contracted by the RTC in Southern Nevada.
- 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 would lose out on a cost effective "traveling billboard" advertising opportunity to reach families in select neighborhoods in the Las Vegas area and inform them about the benefits of the Nevada College Savings Plans and Prepaid Tuition Programs.
- 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. See previous statements and attached documentation.
- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The Treasurer's Office negotiated with VMLV to reach a suitable agreement for services and costs. In fact, the Treasurer's Office negotiated the advertising term from two months to three months at no additional cost.

a, New contract Y 🛛 N 🗌	. 2	
b. Amendment Y 🗌 N 🛛 .	Amendment No {provide c	copy of previous walver(s)}
and that Tree marks Office	hereby requests approval for	Vector Media Las Vegas
evada State Treasurer's Office Requesting agency	nercoy requests approval for	Proposed vendor
wide the armine good for the amo	ount and term as described above.	

Signed:	and the second secon	
x Astatto		7-20-2010
Agency Representative Initiating Request	· ·	Date
x Knun Duddah Stur 1	19	7-20-2010
Agendy 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:

v	N/A	
Reviewing Agency/Entity Signature	<u>·_</u> //·	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 Jug Smith	7-22-10
Administrator, Purchasing Division	Date

Page 2 of 2

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11479

					Legal Entity Name:	WOLF PACK SPORTS PROPERTIES
	Agency Name: HIG	HER EDUCATIO	ON TU	ITION	Contractor Name:	WOLF PACK SPORTS PROPERTIES
	Agency Code: 052				Address:	505 HOBBS RD
	Appropriation Unit: 108	1-04				
	Is budget authority available?:	Yes			City/State/Zip	JEFFERSON CITY, MO 65109-5788
	If "No" please explain: N	Vot Applicable			Contact/Phone:	ANDY MCDOWELL 573/893-7200
					Vendor No.:	T27023659
					NV Business ID:	E0500892007-1
	To what State Fiscal Ye	ar(s) will the cor	tract b	e charged?	2011	
	What is the source of fur the contractor will be pair	nds that will be u id by multiple fui	used to Inding s	pay the contraction pay the contraction pay the contraction of the con	ctor? Indicate the per	rcentage of each funding source if
	General Funds	0.00 %		Fees	0.00 %	
	Federal Funds	0.00 %		Bonds	0.00 %	
	Highway Funds	0.00 %	Х	Other funding	100.00 % Prepa	id Tuition
2.	Contract start date:					
	a. Effective upon Board Examiner's approval		or b.	other effective of	late: NA	
	Anticipated BOE m		09/2	010		
	Retroactive?	No				
	If "Yes", please explain					
	Not Applicable					
3.	Termination Date:	03/30/2011				
	Contract term:	210 days				
4.	Type of contract:	Contract				
	Contract description:	Marketing Se	ervices	5		
5.	Purpose of contract:					
This is a new contract to provide direct marketing of the Nevada College Savings Plans and Prepaid Tuition						
	programs to parents a	nd other family	mem	bers attending	basketball games a	t UNR and UNLV.
6.	NEW CONTRACT					
	The maximum amount of	of the contract fo	r the te	erm of the contra	act is: \$20,000.00	
	Payment for services will	Il be made at the	e rate o	of \$20,000.00 pe	r contract term	
J	USTIFICATION					
7.	What conditions require	that this work be	e done	?		
	We have been asked by marketing effors that will	the Legislatures the Legislatures	s to rea	ach out and capt vel of understan	ture more Nevada pa ding of the advantag	articipants, and we feel this is one of many ges of the programs we offer.
8.	Explain why State emplo	ovees in your aq	ency c	or other State age	encies are not able t	o do this work:
		h Wolf Pack Spo	orts wh	erein we supply		ces and they supply the venue and
۵	Were quotes or proposa				No	
э.	Was the solicitation (RFI		urcha	sina	No	
	Division?			-		
	a. If yes, list the names of	of vendors that s	ubmit	ed proposals:	,	

11.

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 100711 Approval Date: 07/26/2010

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?

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)

No

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?
 - 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

No

- 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	08/06/2010 19:34:16 PM
Division Approval	mwinebar	08/06/2010 19:34:19 PM
Department Approval	mwinebar	08/06/2010 19:34:24 PM
Contract Manager Approval	cthurst1	08/09/2010 09:44:24 AM
Budget Analyst Approval	rhage1	08/11/2010 11:52:48 AM
Team Lead Approval	jteska	08/20/2010 10:26:38 AM
BOE Agenda Approval	jteska	08/20/2010 10:26:43 AM
BOE Final Approval	Pending	

07/22/2010 09:41 IFAX purifax@purchasing.state.nv.us Jul. 22. 2010 10:30AM



JIM GIBBONS

Gov ernor

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RECEIVED STATE OF NEVADA NEVADA STATE PUR OPERATMENT OF ADMINISTRATION 10 JUL 22 AM 10: SEURCHASING DIVISION 515 East Musser Street, Suite 300 Carson City, Nevada 89701 Phone (775) 684-0170 • Fax (775) 684-0188

No. 0	306	ρ.	Ø 004/0 4	07
	Puret # /	nasing 00	Use Only: 7//	

ANDREW K. CLINGER Director

GREG SMITH Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

- a. Identify State agency and the contact person's name, title, telephone number and email address for this request: State Treasurer's Office, Marketing Coordinator Troy Watts, 702-486-3817, <u>tgwatts@nevadatreasurer.gov</u>.
 - b. Vendor contact information: Wolf Pack Sports Properties (WPSP), General Manager Andy McDowell, 775-327-2070, <u>amcdowell@wolfpacksportsproperties.com</u>.
 - 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: Advertising sponsorship agreement is between the State Treasurer, administrator for the Board of Trustees of The College Savings Plans of Nevada, and WPSP. This agreement includes radio spots and game sponsorships for both UNR and UNLV Basketball games for the Fall of 2010 and Spring 2011 semesters. Basketball game sponsorship advertising includes signage in the arena, ads and logos on programs ads, concourse displays, in-game promotions, public address announcements, video board displays, halftime interviews, and prize giveaways.
- 3. Describe the unique qualification required for the service or good to be purchased: The State can only purchase this specific advertising package through WPSP, the exclusive advertising provider for UNR and UNLY.
- 4. Explain why this service or good cannot be competitively bid; if an emergency purchase, please justify: The State can only purchase this specific advertising package through WPSP, the exclusive advertising provider for UNR and UNLV for this scope of work.
- 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 would lose out on a valuable opportunity to reach families across Nevada who listen to and attend UNR and UNLV basketball games to inform them about the benefits of the Nevada College Savings Plans and Prepaid Tuition programs.
- 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. See previous statements.
- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? The Treasurer's Office negotiated with WPSP to reach an amicable agreement for services and costs.

Solicitation Walver Rev. 03/10 Page 1 of 2

5

🗀 🗹 Ju'i. 2	2. 2010 10:31A	M	asing.state.nv.us		22 005/007 No. 0306 P. 5
			d length of the contract, a 2010 until March 30, 20		
	a. New contract	-	,,		
			Amendment No.	{provide copy of prev	vious waiver(s)}

Nevada State Treasurer's Office	hereby requests approval for	Wolf Pack Sports Properties
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 1/56 dth	7-20-2010
Agency-Representative Initiating Request	Date
xSturl 1	7-20-10
Agoncy 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:
 7.22-10

 X
 Imith
 7.22-10

 Administrator, Purchasing Division
 Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.

BOE

I. DESCRIPTION OF CONTRACT			
1. Contract Number: CONV5872		Amendment Number:	2
		Legal Entity Name:	Huntington Gem Lab, LLC
Agency Name: UNCLAIMED PROPERTY		Contractor Name:	Huntington Gem Lab, LLC
Agency Code: 054		Address:	7385 W Sahara, #1
Appropriation Unit: 3815-04			
Is budget authority Yes available?:		City/State/Zip	Las Vegas, NV 89117
If "No" please explain: Not Applicable		Contact/Phone:	Ric Huntington 7028106103
		Vendor No.:	T27021390
		NV Business ID:	NV20081264098
To what State Fiscal Year(s) will the contract be		2009-2012	
What is the source of funds that will be used to p the contractor will be paid by multiple funding so	bay the contract	or? Indicate the per	rcentage of each funding source if
General Funds 0.00 % F	Fees	0.00 %	
Federal Funds 0.00 % E	Bonds	0.00 %	
Highway Funds 0.00 % X C	Other funding	100.00 % Aband	loned Property Receipts
2. Contract start date:			
a. Effective upon Board of No or b. of Examiner's approval? Anticipated BOE meeting date 09/201	ther effective da	ate 10/01/2008	
Retroactive? No			
If "Yes", please explain			
Not Applicable			
3. Previously Approved 09/30/2010 Termination Date:			
Contract term: 3 years and 60 days			
4. Type of contract: Contract			
Contract description: Speciality Services			
, , ,			
5. Purpose of contract: This is an amendment to the original contract Safekeeping. This amendment extends the te addition, this amendment will increase the no	ermination date	e from September	30th, 2010 to November 30th, 2011. In
6. CONTRACT AMENDMENT			
1. The maximum amount of the original con	tract:		\$4,860.00
2. Total amount of any previous contract an	nendments:		\$4,640.00
3. Amount of current contract amendment:			\$15,000.00
4. New maximum contract amount:			\$24,500.00
and/or the termination date of the original	l contract has cl	hanged to:	11/30/2011
I. JUSTIFICATION			
7. What conditions require that this work be done?			
NRS 120A.610 mandates that abandoned safe d		tents be sold at put	blic auction within two years of receipt. A

NRS 120A.610 mandates that abandoned safe deposit box contents be sold at public auction within two years of receipt. professional appraiser is necessary to establish fair market value for the items auctioned.

- 8. Explain why State employees in your agency or other State agencies are not able to do this work: The State Treasurer's Office employees do not possess the expertise necessary to perform professional appraisal services.
- 9. Were quotes or proposals solicited?

No

b. Soliciation W	o. Soliciation Waiver: Not Applicable							
c. Why was this	c. Why was this contractor chosen in preference to other?							
Although this ve other governme	endor was the only respondent to the RFP, the company is highly qualified and has performed appraisals for ent agencies.							
d. Last bid date	e: 05/01/2009 Anticipated re-bid date: 05/01/2012							
0. Does the contra	act contain any IT components? No							
OTHER INFOR	MATION							
	ctor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a person that provides information, an opinion, or advice for a fee")							
b. Is the contra	ctor a current employee of the State of Nevada?							
	"Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on s own time? (Please explain)							
Not Applicable								
	tractor formerly employed by the State of Nevada within the past one (1) year?							
c. Was the cont								
No If	"Yes", please provide employment termination date. ctor employed by any of Nevada's political subdivisions or by any other government?							

No If "Yes", please explain

Not Applicable

111.

- 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 - this is amendment of current contract - 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?

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:

User	Signature Date
mwinebar	08/03/2010 23:00:27 PM
mwinebar	08/03/2010 23:00:32 PM
mwinebar	08/03/2010 23:00:41 PM
llamm	08/04/2010 14:30:00 PM
rhage1	08/04/2010 20:18:35 PM
jteska	08/20/2010 09:52:30 AM
jteska	08/20/2010 09:52:43 AM
	mwinebar mwinebar mwinebar Ilamm rhage1 jteska

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11355

								gal Entity ame:	EXPRESS MESSENGER SYSTEMS INC. DBA ONTRAC	S,	
	Agency Name:	BUILI DIVIS	DINGS / ION	AND G	ROUN	IDS	Co	ontractor Name:	EXPRESS MESSENGER SYSTEMS INC. DBA ONTRAC	5,	
	Agency Code:	082					Ac	ldress:	750 VISTA BLVD STE 402		
	Appropriation Unit:	1346-	10								
	Is budget authority available?:		Y	'es			Ci	ty/State/Zip	SPARKS, NV 89434		
	If "No" please expla	ain: No	ot Applic	able			Co	ontact/Phone:	null775/355-9055		
							Ve	endor No.:	T29016485B		
							N١	/ Business ID:	NV20011467792		
	To what State Fisca	al Year	(s) will t	the cor	ntract b	e charged?	20	11-2015			
	What is the source of funds that will be used to pay the contra the contractor will be paid by multiple funding sources.						ractor	actor? Indicate the percentage of each funding source if			
	General Fu	nds	0.00	%	Х	Fees		100.00 % Mail S	ervices Fees		
	Federal Fur	nds	0.00	%		Bonds		0.00 %			
	Highway Fu	inds	0.00	%		Other fundir	g	0.00 %			
2.	Contract start date:										
						09/01/2010					
	Anticipated BC		eting da	ite	08/2	010					
	Retroactive?		N	10							
	If "Yes", please exp	lain									
	Not Applicable										
3.	Termination Date:		08/31/2	2014							
	Contract term:		4 years	s							
4.	Type of contract:		Contra	ect							
	Contract description	n:	Overni	ight de	elivery						
5.	Purpose of contract	t:									
	This is a new contract for the provision of Overnight Interdepartmental Mail Services, pick-up and delivery, between the Carson City Mail Center and the Las Vegas Mail Center every work day.							een			
6.	NEW CONTRACT										
	The maximum amo	unt of I	the cont	tract fo	r the te	erm of the cor	ntract is	s: \$254,392.00			
	Other basis for payment: Minimum daily rate of \$110.00 per location (Northern and Southern Mail Centers) for 1-300 pounds and \$.32 per pound thereafter; a daily fuel surcharge not to exceed 5% of daily pick-up costs; and \$16,000.00 for excess poundage and extra services.										
J	USTIFICATION										
7.	What conditions rec	quire th	at this v	work be	e done	?					
The need for State mail to be delivered in a timely manner.											
8.	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 pro	posals	solicite	d?			Ye	s			
	Was the solicitation Division?	(RFP)	done b	y the F	Purchas	sing	N	0			
	a. If yes, list the nar	mes of	vendors	s that s	submitt	ed proposals					
			A								
	b. Soliciation Waive	JON III	мрриса	anie							

11.

c. Why was this contractor chosen in preference to other?

The evaluation committee for RFP #1068 rated Express Messenger Systems, Inc dba OnTrac the highest overall. Proposals were received by this contractor and Silver State Couriers.

d. Last bid date: 06/01/2010 Anticipated re-bid date: 06/01/2014

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:

2006-2010, 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: 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	kaplin	07/08/2010 08:20:31 AM
Division Approval	cedward2	07/08/2010 15:07:18 PM
Department Approval	cedward2	07/08/2010 15:07:22 PM
Contract Manager Approval	rday0	07/13/2010 16:35:17 PM
Budget Analyst Approval	jborrowm	07/14/2010 12:08:47 PM
Team Lead Approval	jteska	07/20/2010 13:11:59 PM
BOE Agenda Approval	jteska	07/20/2010 13:12:19 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11324

1.	Contract Number:	11324							
					Legal Entity Name:	AMBROSE GROUP INC			
	Agency Name:	BUILDINGS	AND GROU	NDS	Contractor Name:	AMBROSE GROUP INC			
	Agency Code:	082			Address:	AMBROSE BUILDING MAINTENANCE			
	Appropriation Unit:					PO BOX 5871			
	Is budget authority available?:		Yes		City/State/Zip	RENO, NV 89513			
	If "No" please expla	ain: Not Appl	icable		Contact/Phone:	null775/358-1444			
					Vendor No.:	T81023329A			
					NV Business ID:	NV20011498718			
	To what State Fisc	al Year(s) will	the contract	be charged?	2011				
	What is the source the contractor will b	of funds that be paid by mu	will be used to Iltiple funding	o pay the contrac sources.	tor? Indicate the per	centage of each funding source if			
	General Fu)% X	Fees	100.00 % Buildings & Grounds building rental income fees					
	Federal Fu	nds 0.00) %	Bonds	0.00 %				
	Highway Fu	unds 0.00) %	Other funding	0.00 %				
2	Contract start date:			0					
۷.	a. Effective upon E Examiner's app	Board of roval?	No or b	late 07/19/2010					
	Anticipated B	OE meeting d	ate 08/2	2010					
	Retroactive?		Yes						
	If "Yes", please exp	olain							
	This contract is for	or the activat	ion of a back	-up contract for	janitorial service; to service to be	the primary contractor terminated his			
				nere is a need it	or service not to be	interrupted.			
3.	Termination Date:	06/30							
	Contract term:	346 d	ays						
4.	Type of contract:	Conti	ract						
	Contract descriptio	n: janito	rial services						
5.	Purpose of contrac	t:							
0.			ide janitorial	services for the	Stewart Facility Bu	uilding #107, Carson City, Nevada.			
c	NEW CONTRACT		<u> </u>						
0.	The maximum amo	wat of the cou	atract for the t	orm of the contra	ot is: \$28 937 50				
	Other basis for pay				. ,				
	Other basis for pay	ment. Scheut		act Summary for	OL13				
	USTIFICATION								
7.	What conditions re-			e?		·····			
	State buildings mu	st be kept clea	an.						
8.	Explain why State	employees in	your agency	or other State ag	encies are not able t	o do this work:			
	Lack of manpower								
٥	Were quotes or pro				Yes				
э.	Was the solicitation	•		asing	No				
	a. If yes, list the na	mes of vendo	rs that submit	tted proposals:					
	b. Soliciation Waive	er: Not Applie	cable						
	c. Why was this contractor chosen in preference to other?								
					4.2	9			

11.

The RFP Evaluation Committee rated Ambrose the second highest for RFP #1050. Sanitor's was rated highest, was awarded the contract and have submitted a contract termination.

d. Last bid date: 06/01/2007 Anticipated re-bid date: 06/01/2011

10. Does the contract contain any IT components?

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)

No

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 satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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	07/08/2010 08:27:26 AM
Division Approval	cedward2	07/08/2010 15:26:06 PM
Department Approval	cedward2	07/08/2010 15:26:11 PM
Contract Manager Approval	rday0	07/08/2010 15:31:38 PM
Budget Analyst Approval	jborrowm	07/13/2010 16:56:54 PM
Team Lead Approval	jteska	07/20/2010 11:21:47 AM
BOE Agenda Approval	jteska	07/20/2010 11:21:52 AM
BOE Final Approval	Pending	



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

RECEIVED

JUI 08 2010

DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR PUDGET AND PLANNING DIVISION

MEMORANDUM

DATE:	June 28, 2010	
TO:	Budget Division, John Borrowman	
FROM:	Cindy Edwards	

SUBJECT: Retro-active contract

Pursuant to the Contract Summary question 2, an explanation is necessary for a retroactive contract.

The existing four year contract for Sanitor's Service, Inc., for janitorial services at the Stewart Facility, Building 107 in Carson City is being terminated at the contractor's request. Ambrose Group Inc. dba Ambrose Building Maintenance was awarded the back up contract and we are activating that contract.

Sanitor's gave notice with a July 16, 2010 termination date. It is necessary to start the Ambrose contract on Monday, July 19, 2010 so as to not interrupt cleaning services. Therefore, a retroactive date of July 19, 2010 is necessary.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11419

1.	. Contract Number:	11419			
				Legal Entity Name:	CARSON VALLEY LOCKSMITH, INC.
	Agency Name:	BUILDINGS AND DIVISION	GROUNDS	Contractor Name:	CARSON VALLEY LOCKSMITH, INC.
	Agency Code:	082		Address:	1507 HIGHWAY 395 STE B
	Appropriation Unit:	1349-12			
	Is budget authority available?:	Yes		City/State/Zip	GARDNERVILLE, NV 89410
	If "No" please expla	ain: Not Applicable		Contact/Phone:	null775/782-7000
				Vendor No.:	T81021640
				NV Business ID:	NV19961074835
		al Year(s) will the co	-	2011-2015	
	What is the source the contractor will b	of funds that will be be paid by multiple fo	used to pay the contrac unding sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds 0.00 %	X Fees	100.00 % Buildi fees	ngs & Grounds building rent income
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon E Examiner's appr	Board of No roval?	or b. other effective d	late 12/01/2010	
	Anticipated BC	DE meeting date	09/2010		
	Retroactive?	No			
	If "Yes", please exp	lain			
	Not Applicable				
3.	Termination Date:	11/30/2014			
	Contract term:	4 years			
4.	Type of contract:	Contract			
	Contract description	n: Locksmith s	services		
5.	Purpose of contract	t:			
	This is a new cont	ract to provide loc	ksmith services for Sta al of a Buildings & Gro	ate buildings in Rei	no and Carson City on an as needed
e		squeet and approve			
ю.	NEW CONTRACT	unt of the contract f	or the term of the contra-	ot is: \$20.000.00	
			1 to the Contract Sumn		
_				Hary IOI CETS	
	USTIFICATION				
7.	What conditions rec			F . 1	
			nd to maintain the safety		
8.	Explain why State e		gency or other State age	encies are not able to	o do this work:
9.	Were quotes or pro	posals solicited?		No	
- •	Was the solicitation Division?		Purchasing	No	
		nes of vendors that	submitted proposals:		
	Not Applicable				
	b. Soliciation Waive	r: Not Applicable			
	c. Why was this con	itractor chosen in pr	eference to other?		
			D		

This is one of multiple contractors for this service.Per SAM 0338.0 each contractor will have the opportunity to bid on jobs.d. Last bid date:06/01/2010Anticipated re-bid date:06/01/2014

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:

2006-2010, 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: 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	08/09/2010 09:45:07 AM
Division Approval	cedward2	08/09/2010 09:47:35 AM
Department Approval	cedward2	08/09/2010 09:47:39 AM
Contract Manager Approval	rday0	08/09/2010 09:49:36 AM
Budget Analyst Approval	jborrowm	08/10/2010 13:33:07 PM
Team Lead Approval	jteska	08/20/2010 10:07:29 AM
BOE Agenda Approval	jteska	08/20/2010 10:07:39 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

1.

١.	DE	ESCRIPTION OF	CONT	RACT				
	1.	Contract Number:	CON	/3652			Amendment Number:	2
							Legal Entity Name:	FAAD Janitorial Inc.
		Agency Name:	BUILI DIVIS	DINGS AN	D GROU	NDS	Contractor Name:	FAAD Janitorial Inc.
		Agency Code:	082				Address:	80 Glen Carran Circle
		Appropriation Unit:	1349-	12				
		Is budget authority available?:		Yes			City/State/Zip	Sparks, NV 89431
		If "No" please expla	ain: No	ot Applicabl	е		Contact/Phone:	Don Hubble 7753512405
							Vendor No.:	T81086373
							NV Business ID:	NV20041538232
		To what State Fisca					2007-2011	
		What is the source the contractor will b	of func be paid	ls that will by multiple	be used t e funding	to pay the contract sources.	ctor? Indicate the pe	rcentage of each funding source if
		General Fur	nds	0.00 %	x	Fees	100.00 % Buildi fees	ngs & Grounds building rent income
		Federal Fur	nds	0.00 %		Bonds	0.00 %	
		Highway Fu	inds	0.00 %		Other funding	0.00 %	
	2.	Contract start date:						
		a. Effective upon B Examiner's appr	Board c roval?	of N e	o or t	o. other effective of	date 12/01/2006	3
		Anticipated BC	DE me	eting date	08/	2010		
		Retroactive?		Yes				
		If "Yes", please exp	olain					
		Due to mandated I	budge	t reduction	ns, these	e services were	reduced as of May	1, 2010.
	3.	Previously Approve Termination Date:	ed	11/30/201	0			
		Contract term:		3 years a	nd 242 d	ays		
	4.	Type of contract:		Contract				
		Contract description	n:	Janitorial	, Buildir	g Maintenance	and Repair Servic	
	5.	Purpose of contract	t:					
	This is an amendment to the original contract, which provides janitorial services to the Library and Archives in Carson City. This amendment changes the termination date from November 30, 2010 to July 31, 2010; reduces the days of service from five day a week janitorial services to three days a week, as indicated in Attachment DD Scop of work; adds Attachment EE, Contractor's Response; and reduce the amount of the contract by \$45,231.66.						30, 2010 to July 31, 2010; reduces the as indicated in Attachment DD Scope	
	6	CONTRACT AMEN						
	0.	1. The maximu			original	contract:		\$455,561.04
					-	amendments:		\$452,561.04
		3. Amount of c						-\$45,231.66
		4. New maxim	um coi	ntract amo	unt:			\$862,890.42
		and/or the te	ermina	tion date o	f the orig	inal contract has	changed to:	07/31/2010
١١.	JI	USTIFICATION			_			
		What conditions red	nuire th	hat this wor	k he don	e?		
	1.	State buildings mus					ons	

State buildings must be kept clean for sanitary and safety reasons.

8. Explain why State employees in your agency or other State agencies are not able to do this work: Lack of manpower

9. Were quot	
Division?	
a. If yes, li	t the names of vendors that submitted proposals:
	on Waiver: Not Applicable
	s this contractor chosen in preference to other?
	tion committee for RFP # 1044 scored this contractor the highest overall.
d. Last bid	date: 08/01/2006 Anticipated re-bid date: 08/01/2010
10. Does the o	ontract contain any IT components? No
I. OTHER IN	FORMATION
consultant	ntractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a is a person that provides information, an opinion, or advice for a fee")
consultant No b. Is the co No	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
consultant No b. Is the co	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
consultant No b. Is the co No Not Applic	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
consultant No b. Is the co No Not Applic	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or o his own time? (Please explain) able
consultant No b. Is the co No Not Applic c. Was the No	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain) able contractor formerly employed by the State of Nevada within the past one (1) year?
consultant No b. Is the co No Not Applic c. Was the No	is a person that provides information, an opinion, or advice for a fee") Intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or o his own time? (Please explain) able contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date.
consultant No b. Is the co No Not Applic c. Was the No d. Is the co	is a person that provides information, an opinion, or advice for a fee") intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or o his own time? (Please explain) able contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date. intractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain
consultant No b. Is the co No Not Applic c. Was the No d. Is the co No Not Applic	is a person that provides information, an opinion, or advice for a fee") intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or o his own time? (Please explain) able contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date. intractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain
consultant No b. Is the co No Not Applic c. Was the No d. Is the co No Not Applic	is a person that provides information, an opinion, or advice for a fee") intractor a current employee of the State of Nevada? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain) able contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date. If "Yes", please provide employment termination date. If "Yes", please explain able

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:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	07/08/2010 12:46:30 PM
Division Approval	cedward2	07/08/2010 14:56:24 PM
Department Approval	cedward2	07/08/2010 14:56:29 PM
Contract Manager Approval	rday0	07/08/2010 15:32:49 PM
Budget Analyst Approval	jborrowm	07/13/2010 16:05:49 PM
Team Lead Approval	jteska	07/20/2010 11:31:22 AM
BOE Agenda Approval	jteska	07/20/2010 11:31:34 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11404

1	Contract Number:	11404			
				Legal Entity Name:	GLASSCOCK, BILL J DBA ECONOMY WINDOW CLEANERS
	Agency Name:	BUILDINGS ANI	D GROUNDS	Contractor Name:	GLASSCOCK, BILL J DBA ECONOMY WINDOW CLEANERS
	Agency Code:	082		Address:	PO BOX 3255
	Appropriation Unit:	1349-12			
	Is budget authority available?:	Yes		City/State/Zip	STATELINE, NV 89449
	If "No" please expla	ain: Not Applicabl	е	Contact/Phone:	null775/588-3860
				Vendor No.:	T80967431
			the the strength of the	NV Business ID:	NV20101458334
			contract be charged?	2011-2015	reantage of each funding source if
	the contractor will b	of funds that will be paid by multiple	e used to pay the contract funding sources.	clor? indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	X Fees	100.00 % Buildi fees	ngs & Grounds building rental income
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2	. Contract start date:				
	a. Effective upon E Examiner's app	Board of No roval?	or b. other effective of	date 09/14/2010)
	Anticipated B	DE meeting date	09/2010		
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable				
3	. Termination Date:	09/13/201	4		
	Contract term:	4 years			
4	. Type of contract:	Contract			
	Contract descriptio	n: Window d	leaning		
5	. Purpose of contrac				
	This is a new con and Reno areas, c	tract for the prov on an as needed	ision of window and car basis and at the request	rpet cleaning at var t and approval of a	ious State buildings in the Carson City Buildings & Grounds designee.
6	. NEW CONTRACT				
	The maximum amo	ount of the contract	t for the term of the contra	act is: \$20,000.00	
	Other basis for pay	ment: \$45.00 per	man hour for window clea	aning; \$.05 per squa	re foot for carpet cleaning
	IUSTIFICATION				
7	. What conditions re	quire that this wor	k be done?		
	The need to keep v	windows clean and	the need to keep carpet	s clean and sanitary.	
8	. Explain why State Lack of manpower.		r agency or other State ag	gencies are not able	to do this work:
g	. Were quotes or pro	posals solicited?		No	
5	Was the solicitation Division?		ne Purchasing	No	
		mes of vendors th	at submitted proposals:		
	Not Applicable			,	
	b. Soliciation Waive				
	c. Why was this co	ntractor chosen in	preference to other?		
			Daga 1	ot 7	11

This contractor is one of multiple contractors on file for this service per SAM 0338.0. Each contractor will have the opportunity to bid on available jobs.

d. Last bid date: 06/01/2010 Anticipated re-bid date: 06/01/2014

10. Does the contract contain any IT components?

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)

No

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:

2006-2010, Buildings & Grounds, service is satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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:

Α	pproval Level	User	Signature Date
В	udget Account Approval	kaplin	08/09/2010 12:57:34 PM
D	ivision Approval	cedward2	08/09/2010 15:12:51 PM
D	epartment Approval	cedward2	08/09/2010 15:13:46 PM
С	ontract Manager Approval	rday0	08/09/2010 15:32:24 PM
В	udget Analyst Approval	jborrowm	08/10/2010 10:53:41 AM
Т	eam Lead Approval	jteska	08/20/2010 10:05:07 AM
	OE Agenda Approval	iteska	08/20/2010 10:05:14 AM
	OE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11375

1. (Contract Number:	11375			
				Legal Entity Name:	J&L
A	Agency Name:	BUILDINGS AND DIVISION	GROUNDS	Contractor Name:	J&L
ŀ	Agency Code:	082		Address:	2850 DEER RUN DR
A	Appropriation Unit:	1349-12			
 a	s budget authority available?:	Yes		City/State/Zip	RENO, NV 89509-7039
ľ	f "No" please expla	ain: Not Applicable		Contact/Phone:	null775/787-2192
				Vendor No.:	T27022849
				NV Business ID:	NV20101116972
		. ,	ontract be charged?	2011-2015	
V t	What is the source he contractor will b	e paid by multiple f	used to pay the contra unding sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds 0.00 %	X Fees	100.00 % Buildi fees	ngs & Grounds building rental income
	Federal Fur		Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
2. 0	Contract start date:				
а	. Effective upon E Examiner's appr	Board of No oval?	or b. other effective	date 11/01/2010	
	Anticipated BC	DE meeting date	09/2010		
F	Retroactive?	No			
ľ	f "Yes", please exp	lain			
	lot Applicable				
3. T	ermination Date:	10/31/2014			
C	Contract term:	4 years			
4. T	ype of contract:	Contract			
C	Contract descriptior	n: janitorial se	ervices		
5. F	Purpose of contract				
T	'his is a new cont Salletti Way, Reno	ract for the purpos o, NV.	se of providing janitor	ial services for the	Department of Motor Vehicles, 305
6. N	NEW CONTRACT				
		unt of the contract f	or the term of the contra	act is: \$221,792.00	
			e 1 to the Contract Sum		tab
	STIFICATION			-	
7. V	Vhat conditions rec	uire that this work I	be done?		
		and sanitary State I			
	Explain why State e ack of manpower.	mployees in your a	gency or other State ag	encies are not able to	o do this work:
9. V	Vere quotes or pro	posals solicited?		Yes	
۷		(RFP) done by the	Purchasing	No	
-		nes of vendors that	submitted proposals:		
Ļ					
	. Soliciation Waive		oforonoo to other?		
	Why was this con h 11375	itractor chosen in pi			12

		#1066 reted 191 th	e highest overall for	this building.	
T	The Evaluation Committe for RFP	#1000 rated J & L th			
c	d. Last bid date: 04/20/2010	0 Anticipated	re-bid date: 04/20	0/2014	
10. C	Does the contract contain any IT c	components?	No		
. 01	THER INFORMATION				
11. a c	consultant is a person that provide	at is providing an opi as information, an opi	nion or advice as de nion, or advice for a	fined in S.A.M. Chapter 300? (S.A.M. stat fee")	es "a
	No				
Ł	b. Is the contractor a current emplo			welle we compensatory time, eight loove	01.01
	No If "Yes", is contractor his own time? (Pleas		ervices while on ann	ual leave, compensatory time, sick leave	
١	Not Applicable				
c	c. Was the contractor formerly emp	ployed by the State o	f Nevada within the	past one (1) year?	
	No If "Yes", please provi	de employment termi	nation date.		
c	d. Is the contractor employed by a	ny of Nevada's politic	al subdivisions or by	y any other government?	
	No If "Yes", please expla	ain			
1	Not Applicable				
12. H	Has the contractor ever been enga	•			
	Yes If "Yes", specify wher agency has been ver		cy and indicate if the	quality of service provided to the identifie	ed
2	2009-2010, Buildings & Grounds, S				
-	2009-2010, Buildings & Grounds, s		State of Nevada?		
-	s the contractor currently involved	I in litigation with the		orting approval of the contract:	
13. I	s the contractor currently involved	I in litigation with the		orting approval of the contract:	
13. I [N 14. T	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered wit	l in litigation with the de details of the litiga th the Nevada Secret	tion and facts suppo		
13. I 13. I 14. 1	s the contractor currently involved <u>No</u> If "Yes", please provi <u>Not Applicable</u> The contractor is not registered with Other P a. Is the Contractor Name the sam	l in litigation with the de details of the litiga th the Nevada Secret Partnership	tion and facts suppo ary of State's Office		
13. 1 13. 1 14. 1 (15. a	s the contractor currently involved <u>No</u> <u>If "Yes", please provi</u> <u>Not Applicable</u> The contractor is not registered with Other F a. Is the Contractor Name the sam Yes	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity	tion and facts suppo ary of State's Office Name?	because the legal entity is a:	
13. 1 13. 1 14. 1 (15. a	s the contractor currently involved <u>No</u> If "Yes", please provi <u>Not Applicable</u> The contractor is not registered with Other P a. Is the Contractor Name the sam	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity	tion and facts suppo ary of State's Office Name?	because the legal entity is a:	
13. I 14. 1 14. 1 (15. a 16. a	s the contractor currently involved <u>No</u> If "Yes", please provi <u>Not Applicable</u> The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curr	I in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu	tion and facts suppo ary of State's Office Name? siness License (SBL	because the legal entity is a: .)?	
13. 1 13. 1 14. 1 (15. a 16. a 17. a	s the contractor currently involved <u>No</u> <u>If "Yes", please provi</u> <u>Not Applicable</u> The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g	I in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu	tion and facts suppo ary of State's Office Name? siness License (SBL	because the legal entity is a: .)?	
13. I 14. 1 15. a 16. a 17. a 18. A	s the contractor currently involved <u>No</u> If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the sam Yes a. Does the contractor have a curr Yes a. Is the legal entity active and in g Yes	I in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu	tion and facts suppo ary of State's Office Name? siness License (SBL	because the legal entity is a: .)?	
13. 1 13. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved <u>No</u> If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals:	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the	tion and facts suppo ary of State's Office Name? siness License (SBL e Nevada Secretary	because the legal entity is a: .)? of State's Office?	
13. 1 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level	l in litigation with the s de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User	tion and facts suppo ary of State's Office Name? siness License (SBL e Nevada Secretary Signature D	because the legal entity is a: .)? of State's Office?	
13. I 14. 1 14. 1 15. a 16. a 17. a 18. A 19. (s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval	l in litigation with the s de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User kaplin	tion and facts suppo ary of State's Office Name? siness License (SBL e Nevada Secretary Signature D 08/03/2010	because the legal entity is a: .)? of State's Office? 23:31:59 PM	
13. I 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User kaplin cedward2	tion and facts suppo ary of State's Office Name? siness License (SBL e Nevada Secretary Signature D 08/03/2010 08/05/2010	because the legal entity is a: .)? of State's Office? Pate 23:31:59 PM 00:01:50 AM	
13. I 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in great Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User kaplin cedward2 cedward2	tion and facts suppo ary of State's Office Name? siness License (SBL e Nevada Secretary Signature D 08/03/2010 08/05/2010 08/05/2010	because the legal entity is a: .)? of State's Office? 23:31:59 PM 00:01:50 AM 00:01:54 AM	
13. I 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	l in litigation with the s de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User kaplin cedward2 cedward2 rday0	tion and facts support ary of State's Office Name? siness License (SBL e Nevada Secretary Signature D 08/03/2010 08/05/2010 08/05/2010 08/05/2010	because the legal entity is a: .)? of State's Office? 23:31:59 PM 00:01:50 AM 00:01:54 AM 16:43:47 PM	
13. I 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in great Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Budget Analyst Approval Budget Analyst Approval	l in litigation with the de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the good standing with the user kaplin cedward2 cedward2 rday0 jborrowm	tion and facts support ary of State's Office Name? siness License (SBL e Nevada Secretary 08/03/2010 08/05/2010 08/05/2010 08/05/2010 08/10/2010	because the legal entity is a: .)? of State's Office? 23:31:59 PM 00:01:50 AM 00:01:54 AM	
13. 1 14. 1 14. 1 15. a 16. a 17. a 18. A 19. 0	s the contractor currently involved No If "Yes", please provi Not Applicable The contractor is not registered with Other P a. Is the Contractor Name the same Yes a. Does the contractor have a curre Yes a. Is the legal entity active and in g Yes Agency Field Contract Monitor: Contract Status: Contract Approvals: Approval Level Budget Account Approval Division Approval Department Approval Contract Manager Approval	l in litigation with the s de details of the litiga th the Nevada Secret Partnership ne as the legal Entity rent Nevada State Bu good standing with the User kaplin cedward2 cedward2 rday0	tion and facts support ary of State's Office Name? siness License (SBL e Nevada Secretary 08/03/2010 08/05/2010 08/05/2010 08/05/2010 08/10/2010 08/20/2010	because the legal entity is a: .)? of State's Office? 23:31:59 PM 00:01:50 AM 00:01:54 AM 16:43:47 PM 14:04:58 PM	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

ION OF CONTRACT ١.

Ι.	DE	ESCRIPTION OF	CONTRA	СТ				
	1.	Contract Number:	CONV47	25			Amendment Number:	2
							Legal Entity Name:	KFC BUILDING CONCEPTS, INC.
		Agency Name:	BUILDIN DIVISION	GS AND (GROUN	IDS	Contractor Name:	KFC BUILDING CONCEPTS, INC.
		Agency Code:	082				Address:	5635 RIGGINS CT STE 20
		Appropriation Unit: 1349-12						
		Is budget authority Yes available?:				City/State/Zip	RENO, NV 89502-6561	
		If "No" please expla	ain: Not A	pplicable			Contact/Phone:	null775/825-5534
							Vendor No.:	T29012071
							NV Business ID:	NV20071277668
		To what State Fisca					2008-2012	
		What is the source the contractor will b	e paid by	multiple fu	inding s	sources.		rcentage of each funding source if
		General Fu	nds C).00 %	Х	Fees	100.00 % Buildi fees	ngs & Grounds building rent income
		Federal Fur	nds C).00 %		Bonds	0.00 %	
		Highway Fu	inds 0	0.00 %		Other funding	0.00 %	
	2.	Contract start date:						
		a. Effective upon E Examiner's appr	Board of roval?	No	or b.	other effective	date 09/11/2007	,
		Anticipated B0	DE meetin	g date	09/2	010		
		Retroactive?		No				
		If "Yes", please exp	olain					
		Not Applicable						
	3.	Previously Approve Termination Date:	ed 09	/30/2011				
		Contract term:	4 y	ears and	20 day	/S		
	4.	Type of contract:	Co	ontract				
		Contract description	n: Pr	ofessiona	ıl Servi	ces		
	5	Purpose of contrac	t:					
		This is an amendr	nent to th	roval of a	Buildir	nas & Ground:	vides general contra s designee. This an GG, Insurance Requ	ecting services on an as needed basis nendment increases the amount by irements.
	6.	CONTRACT AMEN	IDMENT					
		1. The maximu		t of the or	iginal co	ontract:		\$20,000.00
					•	amendments:		\$155,000.00
		3. Amount of c						\$75,000.00
		4. New maxim	um contra	ict amount				\$250,000.00
١١.	J	USTIFICATION						
	7	What conditions re-	quire that t	this work b	e done	?		
		The need to mainta					on.	
	g						gencies are not able	to do this work:
	υ.	Lack of manpower			gonoy C			
	9.	Were quotes or pro					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. Soliciation Waiver: Not Applicable
	c. Why was this contractor chosen in preference to other?
	Per SAM 0338.0, each contractor will be contacted to submit bids on projects. KFC Building Concepts, Inc. is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre- qualified bidder.
	d. Last bid date: 07/01/2007 Anticipated re-bid date: 07/01/2011
10.	. Does the contract contain any IT components? No
III. C	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")
	Νο
	 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 or 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 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:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	08/09/2010 15:41:46 PM
Division Approval	cedward2	08/09/2010 15:43:56 PM
Department Approval	cedward2	08/09/2010 15:44:00 PM
Contract Manager Approval	rday0	08/09/2010 15:45:31 PM
Budget Analyst Approval	jborrowm	08/10/2010 10:45:38 AM
Team Lead Approval	jteska	08/20/2010 09:17:59 AM
BOE Agenda Approval	jteska	08/20/2010 09:18:06 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11326

1.	Contract Number:	11326			
				Legal Entity Name:	LAWYER MECHANICAL SERVICES, INC.
	Agency Name:	BUILDINGS ANI DIVISION	O GROUNDS	Contractor Name:	LAWYER MECHANICAL SERVICES, INC.
	Agency Code:	082		Address:	LMS BUILDING SERVICES
	Appropriation Unit:	1349-12			3036 S VALLEY VIEW BLVD
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89102
	If "No" please expla	ain: Not Applicabl	e	Contact/Phone:	null702/715-6483
				Vendor No.:	T80172730B
				NV Business ID:	NV19711001712
		. ,	contract be charged?	2011-2015	, a la la la
	the contractor will b	of funds that will to be paid by multiple	e used to pay the contra- funding sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds 0.00 %	X Fees	100.00 % Buildi Fees	ngs and Grounds Building Rent Income
	Federal Fur	nds 0.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon E Examiner's app	Board of No roval?	or b. other effective of	date 09/14/2010)
	Anticipated B	DE meeting date	09/2010		
	Retroactive?	No			
	If "Yes", please exp	lain			
	Not Applicable				
3.	Termination Date:	09/13/2014	1		
	Contract term:	4 years			
4.	Type of contract:	Contract			
	Contract description	n: HVAC ser	vices		
5.	Purpose of contract	t:			
	This is a new cont controls at all Stat	ract to provide re te owned building	epair, replacement and i gs in the greater Las Ve	maintenance of HV/ gas Metropolitan ar	AC equipment, boilers and specialized rea.
6.	NEW CONTRACT				
	The maximum amo	unt of the contract	for the term of the contra	act is: \$100,000.00	
	Other basis for pay	ment: See Schedu	le 1 to the Contract Sum	mary for CETS	
JL	JSTIFICATION				
7.	What conditions rec	quire that this work	be done?		
	Comfort and Safety			······································	
8.	Explain why State e	employees in your	agency or other State ag	encies are not able to	o do this work:
	Lack of Manpower				
9.	Were quotes or pro	posals solicited?		Yes	
	Was the solicitation Division?	•	e Purchasing	No	
ſ	a. If yes, list the nar	mes of vendors that	at submitted proposals:		
	h Colligiation Maine	Not Applicable			
	b. Soliciation Waive				
	C. Why was this cor	mactor chosen in	preference to other?	4 D	

II.

Buildings and Grounds is in the process of soliciting bids for HVAC services in the Las Vegas area. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs. Lawyer Mechanical Services Inc. is a Nevada Public Works Board Contractor. Pursuant to NRS 338-13862. Buildings and Grounds is using a Public Works Board pre-qualified bidder.

No

d. Last bid date: 04/15/2010 Anticipated re-bid date: 04/15/2014

10. Does the contract contain any IT components?

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	kaplin	07/22/2010 08:34:31 AM
Division Approval	cedward2	07/23/2010 07:42:45 AM
Department Approval	cedward2	07/23/2010 07:42:50 AM
Contract Manager Approval	rday0	07/23/2010 10:14:20 AM
Budget Analyst Approval	jborrowm	08/10/2010 15:04:08 PM
Team Lead Approval	jteska	08/20/2010 10:41:16 AM
BOE Agenda Approval	jteska	08/20/2010 10:41:22 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.

	CRIPTION OF	CONTR	ACI				
1. C	contract Number:					Amendment Number:	1
						Legal Entity Name:	RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS
A	gency Name:	BUILDI DIVISIO	NGS AND (DN	GROUN	DS	Contractor Name:	RAY HEATING PRODUCTS, INC. DBA RHP MECHANICAL SYSTEMS
A	gency Code:	082				Address:	1008 E 4TH ST
А	ppropriation Unit:	1349-12	2				
	s budget authority vailable?:	,	Yes			City/State/Zip	RENO, NV 89505
lf	"No" please expla	ain: Not	Applicable			Contact/Phone:	null775/322-9434
						Vendor No.:	PUR0002724
						NV Business ID:	NV20041446186
T,	o what State Fisc	al Year(s	s) will the co	ntract b	e charged?	2009-2013	
W th	Vhat is the source ne contractor will t	of funds be paid b	that will be y multiple fu	used to unding s	pay the contra sources.		rcentage of each funding source if
	General Fu	Inds	0.00 %	X	Fees	100.00 % Buildi funds	ings & Grounds building rental income
	Federal Fu	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %		Other funding	0.00 %	
R							
	Retroactive? ["Yes", please exj lot Applicable	plain	No				
N 3. P			No 08/31/2010				
N 3. Р Т	ⁱ "Yes", please exp lot Applicable Previously Approve	ed C					
3. P T C	i "Yes", please exp lot Applicable Previously Approve ermination Date: Contract term:	ed C	08/31/2010				
3. P T C 4. T	f "Yes", please exp lot Applicable Previously Approve Fermination Date:	ed C)8/31/2010 4 years Contract	uipmen	t Maintenance	and Repair Service	25
3. P T C 4. T	Types", please exp lot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description	ed C 4 Con: C)8/31/2010 4 years Contract	uipmen	t Maintenance	and Repair Service	25
3. P 3. P T C 4. T C 5. P	Types", please exp lot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description Purpose of contract This is an amend	ed C 2 on: C ct: ment to C n at the C 12 and ac	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624	l contra Mansio 1.00 to 1	act, which prov n. This amend the amount of	ides for preventativ	es ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative
8. P 3. P C 4. T C 5. P T tt t n	Types", please exp lot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description Purpose of contract This is an amend the HVAC system o August 31, 201	ed C on: C ct: ment to C n at the C 12 and ac 1\$10,000	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 0.00 for extr	l contra Mansio 1.00 to 1	act, which prov n. This amend the amount of	ides for preventativ	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative
3. P T C 4. T C 5. P T tt t c 6. C	Tyes", please explored a second secon	ed 0 con: 0 ct: ment to 0 12 and ac 1310,000 NDMENT num amou	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 0.00 for extr Cunt of the or	I contra Mansio 1.00 to t a servi	act, which prov on. This amend the amount of ces.	ides for preventativ	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00
8. P 3. P T C 4. T C 5. P T tt to n 6. C 1	reviously Approve ermination Date: Contract term: Contract term: Contract description Purpose of contract Contract description Purpose of contract Chis is an amend the HVAC system o August 31, 201 maintenance and CONTRACT AMEN 1. The maxim 2. Total amou	ed 0 on: 0 ct: ment to 0 n at the 0 2 and ac 1\$10,000 NDMENT num amou unt of any	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 0.00 for extr f unt of the or	I contra Mansio 1.00 to 1 a servi iginal co ontract a	act, which prov n. This amend the amount of ces. ontract: amendments:	ides for preventativ	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00
N 3. P T C 4. T C 5. P T tt t c 6. C 1 2	Tyes", please explored a second secon	ed 0 on: 0 ct: ment to 0 n at the 0 2 and ac 1\$10,000 NDMENT num amou unt of any	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 0.00 for extr f unt of the or	I contra Mansio 1.00 to 1 a servi iginal co ontract a	act, which prov n. This amend the amount of ces. ontract: amendments:	ides for preventativ	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00 \$19,624.00
N 3. P T C 4. T C 5. P T tt t c n 6. C 1 2 3	"Yes", please explot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description Purpose of contract Chis is an amendation he HVAC system o August 31, 201 naintenance and CONTRACT AMEN 1. The maxim 2. Total amout 3. Amount of a 4. New maxim	ed 0 con: 0 con: 0 con: 0 ment to 0 12 and ac 13 10,000 NDMENT num amou unt of any current cont num cont	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 .00 for extr funt of the or previous co ontract ame gract amoun	I contra Mansio 1.00 to f a servi- iginal co ontract a endment t:	act, which prov on. This amend the amount of ces. ontract: amendments: t:	ides for preventation Iment extends the f the contract, at \$1,2	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00 \$19,624.00 \$69,248.00
N 3. P T C 4. T C 5. P T tt t c n 6. C 1 2 3	"Yes", please explot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description Purpose of contract Chis is an amendation he HVAC system o August 31, 201 naintenance and CONTRACT AMEN 1. The maxim 2. Total amout 3. Amount of a 4. New maxim	ed 0 con: 0 con: 0 con: 0 ment to 0 12 and ac 13 10,000 NDMENT num amou unt of any current cont num cont	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 .00 for extr funt of the or previous co ontract ame gract amoun	I contra Mansio 1.00 to f a servi- iginal co ontract a endment t:	act, which prov n. This amend the amount of ces. ontract: amendments:	ides for preventation Iment extends the f the contract, at \$1,2	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00 \$19,624.00
N 3. P T C 4. T C 5. P Tttt 6. C 1 2 3 4	"Yes", please explot Applicable Previously Approve ermination Date: Contract term: Type of contract: Contract description Purpose of contract Chis is an amendation he HVAC system o August 31, 201 naintenance and CONTRACT AMEN 1. The maxim 2. Total amout 3. Amount of a 4. New maxim	ed 0 con: 0 con: 0 con: 0 ment to 0 12 and ac 13 10,000 NDMENT num amou unt of any current cont num cont	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 .00 for extr funt of the or previous co ontract ame gract amoun	I contra Mansio 1.00 to f a servi- iginal co ontract a endment t:	act, which prov on. This amend the amount of ces. ontract: amendments: t:	ides for preventation Iment extends the f the contract, at \$1,2	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00 \$19,624.00 \$69,248.00
N 3. P T C 4. T C 5. P T tt t c 6. C 1 2 3 4 JUS	Total amount of emails and/or the total amount of emails and/or the total amount of emails and/or the total amount of total amount of the total amount of total amount amount of total amount of total amount amoun	ed 0 2 2 2 2 2 2 2 3 10,000 0 12 3 10,000 0 12 10,000 0 0 12 10,000 0 0 12 10,000 0 0 0 0 0 0 0 0 0 0 0 0	08/31/2010 4 years Contract General Eq the origina Governor's dds \$19,624 .00 for extr funt of the or previous co ontract amoun on date of the	I contra Mansio 1.00 to to a servin iginal co ontract a endment t: ne origir	act, which prov on. This amend the amount of ces. ontract: amendments: t: nal contract has	rides for preventation Iment extends the f the contract, at \$1,2 changed to:	ve maintenance and repair services to termination date from August 31, 2010 203.00 per quarter for preventative \$49,624.00 \$0.00 \$19,624.00 \$69,248.00

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 solicite	ed?	Yes
Was the solicitation (RFP) done Division?		No
a. If yes, list the names of vendo	rs that submitted propo	isals:
b. Soliciation Waiver: Not Applic		
c. Why was this contractor chose		۶r?
Lowest bidder of the two bidders		
d. Last bid date: 06/01/20	08 Anticipated	re-bid date: 06/01/2012
10. Does the contract contain any IT	components?	No
. OTHER INFORMATION		
11. a. Is the contractor a consultant t consultant is a person that provide	hat is providing an opir les information, an opir	nion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a nion, or advice for a fee")
Νο		
b. Is the contractor a current emp		
No If "Yes", is contracte his own time? (Plea	or planning to render se use explain)	ervices while on annual leave, compensatory time, sick leave, or o
Not Applicable		
c. Was the contractor formerly er	nployed by the State o	f Nevada within the past one (1) year?
	vide employment termi	
d. Is the contractor employed by	any of Nevada's politic	al subdivisions or by any other government?
No If "Yes", please exp		
Not Applicable		
12. Has the contractor ever been eng	aged under contract h	w any State agency?
		cy and indicate if the quality of service provided to the identified
agency has been ve	erified as satisfactory:	
2008-2010, Buildings & Grounds	, service satisfactory	
13. Is the contractor currently involve	ed in litigation with the S	State of Nevada?
		tion and facts supporting approval of the contract:
Not Applicable		
14. The contractor is registered with Nevada Corporation	the Nevada Secretary	of State's Office as a:
	mo as the legal Entity !	Name?
15. a. Is the Contractor Name the sa Yes	me as the legal Entity i	Name !
16. a. Does the contractor have a cu Yes	rrent Nevada State Bu	siness License (SBL)?
17. a. Is the legal entity active and in Yes	good standing with the	e Nevada Secretary of State's Office?
18. Agency Field Contract Monitor:		
19. Contract Status:		
Contract Approvals:		
Approval Level	User	Signature Date
Budget Account Approval	kaplin	07/13/2010 16:52:52 PM
Division Approval	cedward2	07/14/2010 09:37:46 AM
Department Approval	cedward2	07/14/2010 09:37:50 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11328

1.	Contract Number:	11328					
						Legal Entity Name:	SPRAGUE, CHAD DBA UNLIMITED
	Agency Name:	BUILDI DIVISIC	NGS AND O	GROUN	IDS	Contractor Name:	SPRAGUE, CHAD DBA UNLIMITED
	Agency Code:	082				Address:	BLIND & WINDOW CLEANING
	Appropriation Unit:	1349-12	2				3137 HALLECK DR
	Is budget authority available?:		Yes			City/State/Zip	CARSON CITY, NV 89701
	If "No" please expla	ain: Not	Applicable			Contact/Phone:	null775/883-6629
						Vendor No.:	T81093639
						NV Business ID:	NV20091578446
	To what State Fisca	al Year(s) will the co	ntract b	e charged?	2011-2015	
		of funds	that will be	used to	pay the contract	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	-	0.00 %	X	Fees	100.00 % Buildi fees	ngs & Grounds building rent income
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %		Other funding	0.00 %	
2	Contract start date:						
۷.	a. Effective upon E Examiner's app	Board of	No	or b.	other effective of	date 08/10/2010)
	Anticipated B		ina date	08/2	010		
	Retroactive?		Yes				
	If "Yes", please exp	alain	103				
	Missed August B		line.				
2	Termination Date:		8/09/2014				
з.	Contract term:	-	years				
			-				
4.	Type of contract:		Contract Vindow clea	anina			
	Contract descriptio			annig			
5.	Purpose of contrac			م الم ما م		w eleganing and pro	source washing services for various
	State buildings u	non the	request an	d appr	oval of a Buildi	ngs and Grounds c	ssure washing services for various designee. The service includes ad at an hourly rate.
6.	NEW CONTRACT						
	The maximum amo						
	Other basis for pay	/ment: Se	e Schedule	1 to th	e Contract Sum	mary for CETS	
J	USTIFICATION						
7.	What conditions re	quire tha	t this work b	e done	?		
	The windows and I	blinds in s	state buildin	gs nee	d periodic cleani		
8.				gency of	or other State ag	encies are not able	to do this work:
	Lack of manpower	and equ	ipment.				
9.	Were quotes or pro	oposals s	olicited?			Yes	
	Was the solicitation Division?	n (RFP) c	lone by the	Purcha	ising	No	
	a. If yes, list the na	imes of v	endors that	submit	ted proposals:		
	b. Soliciation Waive	er: Not A	pplicable				

11.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

This is one of multip	le contractors on file	. Per Sam 0338.0, each cor	ntractor will be contacted to bid on available jobs.
d. Last bid date:	05/15/2010		05/15/2014

10. Does the contract contain any IT components?

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)

No

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, 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 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:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	07/22/2010 08:28:21 AM
Division Approval	cedward2	07/23/2010 07:44:02 AM
Department Approval	cedward2	07/23/2010 07:44:06 AM
Contract Manager Approval	rday0	07/23/2010 10:15:38 AM
Budget Analyst Approval	jborrowm	08/10/2010 14:38:22 PM
Team Lead Approval	jteska	08/20/2010 10:42:52 AM
BOE Agenda Approval	jteska	08/20/2010 10:42:58 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11313

	. Contract Number:	11313				
					Legal Entity Name:	SUPERCURB & CONCRETE LLC DBA
	Agency Name:	BUIL(DIVIS	DINGS AND	GROUNDS	Contractor Name:	SUPERCURB & CONCRETE LLC DBA
	Agency Code:	082			Address:	SUMMERSCAPE
	Appropriation Unit:	1349-	12			7901 N VIRGINIA ST
	Is budget authority available?:		Yes		City/State/Zip	RENO, NV 89506
	If "No" please expla	ain: No	t Applicable		Contact/Phone:	null775/356-0665
					Vendor No.:	PUR0003705
					NV Business ID:	NV20021156401
	To what State Fisca	al Year	(s) will the co	ntract be charged?	2011-2015	
	What is the source the contractor will b	of fund be paid	ls that will be by multiple fu	used to pay the contrac inding sources.	ctor? Indicate the per	centage of each funding source if
	General Fu	nds	0.00 %	X Fees	100.00 % Buildi fees	ngs & Grounds building rent income
	Federal Fur	nds	0.00 %	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Other funding	0.00 %	
2	. Contract start date:					
	a. Effective upon E Examiner's appr	Board o	f No	or b. other effective of	date 08/10/2010	
	Anticipated BC	DE mee	eting date	08/2010		
	Retroactive?		No			
	If "Yes", please exp	olain				
	Not Applicable					
વ	Termination Date:	·····	08/09/2014			L
0.	Contract term:		4 years			
л	Type of contract:		Contract			
-T .	Contract description		snow remov	ral		
5	Purpose of contract					
Э.			provide sno	w removal from the n	arking lots at vario	us State buildings in the Reno area and
	provide heavy equ Grounds designee	Jipmen	t operations	, on an as needed bas	is and at the reque	st and approval of a Buildings and
		9	-			
6.	NEW CONTRACT	9		,		
6.	NEW CONTRACT			or the term of the contra		
6.	NEW CONTRACT The maximum amo	unt of tl	he contract fo		ct is: \$95,000.00	
	NEW CONTRACT The maximum amo	unt of tl	he contract fo	or the term of the contra	ct is: \$95,000.00	
J	NEW CONTRACT The maximum amore Other basis for payr	unt of tl ment: S	he contract fo see Schedule	or the term of the contra 1 to this Contract sumr	ct is: \$95,000.00	
J	NEW CONTRACT The maximum amo Other basis for payr	unt of ti ment: S quire tha	he contract fo see Schedule at this work b	or the term of the contra 1 to this Contract sumr e done?	ct is: \$95,000.00	
J I 7.	NEW CONTRACT The maximum amou Other basis for payr USTIFICATION What conditions req State parking lots m	unt of ti ment: S quire tha nust be	he contract fo See Schedule at this work b kept clean of	or the term of the contra 1 to this Contract sumr e done? snow for safety.	ct is: \$95,000.00 mary in the addl info	tab
J I 7.	NEW CONTRACT The maximum amou Other basis for payr USTIFICATION What conditions req State parking lots m	ount of the ment: S quire the nust be employe	he contract fo see Schedule at this work b kept clean of ses in your ag	or the term of the contra 1 to this Contract sumr e done?	ct is: \$95,000.00 mary in the addl info	tab
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II.

	contractor chosen in	preference to other?	
Only company t			
d. Last bid date	: 03/03/2010	Anticipated re-bid date	: 03/03/2014
10. Does the contra	ect contain any IT com	nponents? N	0
III. OTHER INFOR 11. a. Is the contrac consultant is a	ctor a consultant that i	s providing an opinion or advinformation, an opinion, or advi	ce as defined in S.A.M. Chapter 300? (S.A.M. states "a rice for a fee")
No		, , ,	
	stor a current employe	ee of the State of Nevada?	
No If		anning to render services whi	e on annual leave, compensatory time, sick leave, or on
Not Applicable			
	ractor formerly emplo	yed by the State of Nevada w	ithin the past one (1) year?
		employment termination date	
			ons or by any other government?
	"Yes", please explain		one of by any other government.
Not Applicable	Tes, piedee explain		
	tor over been engage	ed under contract by any State	agency?
Yes If		nd for which agency and indic	ate if the quality of service provided to the identified
	Idings & Grounds, ser		
		litigation with the State of Ne	vada?
No If	"Vac" nlasca nrovida	details of the litigation and tail	ets supporting approval of the contract:
	"Yes", please provide	details of the litigation and fa	cts supporting approval of the contract:
Not Applicable			
Not Applicable 14. The contractor		details of the litigation and fa	
Not Applicable 14. The contractor LLC	is registered with the I	Nevada Secretary of State's C	
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(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT Amendment 2 Number: Legal Entity Summit Plumbing Co LLC Name: Summit Plumbing Co LLC Agency Name: BUILDINGS AND GROUNDS Contractor Name: Summit Plumbing Co LLC Agency Code: 082 Address: 1579 Shirley Street Appropriation Unit: 1349-12 Edugat authonty Yes City/State/Zip Minden, NV 89423 available?: If "No" please explain: Not Applicable Contact/Phone: Penny Kearney 7755885996 Vendor No.: T29008376 NV Housiness ID: NV 19991021762 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 preentage of each funding source if the contract will be funding sources. General Funds 0.00 % X Fees 100.00 % Buildings & Grounds building rental in feederal Funds 0.00 % 2. Contract start date: a. Effective upon Board of No or b. other effective date 09/24/2007 2. Contract start date: a. Performation Date: Years and 8 days 1. Years and 8 days 4. Type of contract:	(1113 10111 114	iot dooonipality all considere caller and		
Number: Legal Entity Number: Summit Plumbing Co LLC Name: Agency Name: BUILDINGS AND GROUNDS DIVISION Contractor Name: Summit Plumbing Co LLC Agency Code:: 082 Address: 1579 Shirley Street Appropriation Unit: 1349-12 Is budget authority Yes City/State/Zip Minden, NV 89423 available?: If "No" please explain: Not Applicable Contract/Phone: Penny Kearney 7755885996 Vendor No.: T 29008376 NV 19991021762 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 pid by multiple funding sources. General Funds 0.00 % General Funds 0.00 % Bonds 0.00 % Buildings & Grounds building rental in feese Federal Funds 0.00 % Bonds 0.00 % Bildings & Grounds building rental in feese Contract start date: a. Effective upon Board of No or b. other effective date 08/24/2007 Examiner's approval? No If "Yes", please explain No Not Applicable Surgers and 8 days . 1. <t< td=""><td>DESCRIPTION OF</td><td>CONTRACT</td><td></td><td></td></t<>	DESCRIPTION OF	CONTRACT		
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Termination Date: Contract term: 4 years and 8 days 4. Type of contract: Contract Contract description: Plumbing, Heating & sanitation Equipment 5. Purpose of contract: This is an amendment to the original contract, which provides pumping and cleaning of sewage wet wells and testing of pumps for State buildings on an as needed basis. This amendment increases the amount of the corby \$10,000 from \$9,990 to \$19,990. 6. CONTRACT AMENDMENT 1. The maximum amount of the original contract: \$9,990.00 2. Total amount of any previous contract amendments: \$0.00 3. Amount of current contract amendment: \$10,000.00 4. New maximum contract amount: \$19,990.00	Not Applicable			
 4. Type of contract: Contract Contract description: Plumbing, Heating & sanitation Equipment 5. Purpose of contract: This is an amendment to the original contract, which provides pumping and cleaning of sewage wet wells and testing of pumps for State buildings on an as needed basis. This amendment increases the amount of the cor by \$10,000 from \$9,990 to \$19,990. 6. CONTRACT AMENDMENT The maximum amount of the original contract: \$9,990.00 Total amount of any previous contract amendments: \$0.00 Amount of current contract amendment: \$10,000.00 New maximum contract amount: \$19,990.00 				
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1.The maximum amount of the original contract:\$9,990.002.Total amount of any previous contract amendments:\$0.003.Amount of current contract amendment:\$10,000.004.New maximum contract amount:\$19,990.00	This is an amen testing of pump	dment to the original contract, which p s for State buildings on an as needed b	provides pumping and basis. This amendme	cleaning of sewage wet wells and nt increases the amount of the contrac
1.The maximum amount of the original contract:\$9,990.002.Total amount of any previous contract amendments:\$0.003.Amount of current contract amendment:\$10,000.004.New maximum contract amount:\$19,990.00	6. CONTRACT AM	ENDMENT		
 Total amount of any previous contract amendments: \$0.00 Amount of current contract amendment: \$10,000.00 New maximum contract amount: \$19,990.00 				\$9,990.00
 Amount of current contract amendment: \$10,000.00 New maximum contract amount: \$19,990.00 			S:	\$0.00
		f current contract amendment:		\$10,000.00
JUSTIFICATION		mum contract amount:		\$19,990.00
7. What conditions require that this work he done?		require that this work he done?		
7. What conditions require that this work be done? The maintenance of sewage wet wells are necessary for health and safety of the public.			health and safety of the r	public.
8. Explain why State employees in your agency or other State agencies are not able to do this work: Lack of manpower, equipment and expertise.			le agencies are not able	IU UU (HIS WUIK.

9. Were quotes or proposals solicited?

a. If yes, list the names of vendors that submitted proposals:

No

	b. Soliciation Waive	. Soliciation Waiver: Not Applicable								
	c. Why was this con	Why was this contractor chosen in preference to other?								
	vice. Each contractor has the opportunity to bid on jobs									
	d. Last bid date:	06/01/2007	Anticipated re-bid date:	06/01/2011						
10.	Does the contract co	ontain any IT compo	onents? 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

1

- 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

Yes

- 12. Has the contractor ever been engaged under contract by any State agency?
 - 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 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:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	07/16/2010 13:12:11 PM
Division Approval	cedward2	07/16/2010 14:46:21 PM
Department Approval	cedward2	07/16/2010 14:48:48 PM
Contract Manager Approval	rday0	07/16/2010 14:56:28 PM
Budget Analyst Approval	jborrowm	07/20/2010 17:07:17 PM
Team Lead Approval	jteska	08/20/2010 09:44:48 AM
BOE Agenda Approval	jteska	08/20/2010 09:44:52 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT Amendment 2 1. Contract Number: CONV5797 Number: Legal Entity Sierra Control Systems, Inc. Name: Contractor Name: Sierra Control Systems, Inc. **BUILDINGS AND GROUNDS** Agency Name: DIVISION 940 Mallory Way, Suite 1 Address: Agency Code: 082 Appropriation Unit: 1366-04 Carson City, NV 89701 City/State/Zip Yes Is budget authority available?: Contact/Phone: null7758830443 If "No" please explain: Not Applicable Vendor No.: T60160257 NV19721005584 **NV Business ID:** 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. 0.00 % Fees 0.00 % **General Funds** 0.00 % 0.00 % Bonds Federal Funds 100.00 % Marlette Water Sales Other funding 0.00 % Х **Highway Funds** 2. Contract start date: 11/01/2008 or b. other effective date a. Effective upon Board of No Examiner's approval? 08/2010 Anticipated BOE meeting date **Retroactive?** No If "Yes", please explain **Not Applicable** 10/31/2012 3. Previously Approved Termination Date: Contract term: 4 years Contract 4. Type of contract: **Communications and Media Related Services** Contract description: 5. Purpose of contract: This is an amendment to the original contract, which provides the Marlette Supervisory Controls and Data Access System Preventative Maintenance and Service Agreement to include Computer licensing and software support, Preventative maintenance of Radio Transmitter Units, and Repair and Part Replacements. This amendment will add \$1,244.46 to the amount of the contract for Mechanical Equipment Maintenance check for the Diversion Dam and Mechanical Equipment check for the Lakeview Meter House in 2012; and \$10,000.00 in extra services, on an as needed basis and at the approval of a Buildings and Grounds designee. 6. CONTRACT AMENDMENT \$63,935.00 The maximum amount of the original contract: 1. \$3,388.95 Total amount of any previous contract amendments: 2. \$11,244.46 Amount of current contract amendment: 3. \$78,568.41 4. New maximum contract amount: **II. JUSTIFICATION** 7. What conditions require that this work be done?

The Marlette Water System requires monitoring and operation of the water flow, water pressure and water level in the tanks and transmissions of that information through computer systems via Radio Transmitter Units.

8. Explain why State employees in your agency or other State agencies are not able to do this work: Sierra Controls Systems is the authorized dealer for this system. Sole Source.

q	. Were quotes or proposals solicited	?	No					
0.	Was the solicitation (RFP) done by		No					
	Division?	that aubmitted prope						
	a. If yes, list the names of vendors that submitted proposals: Not Applicable							
	b. Soliciation Waiver: Sole Source Approval #: 080911 Approval Date: 09/15/2008	Contract (As Appro	oved by Chief of Purchasing)					
	c. Why was this contractor chosen	in preference to othe	er?					
	Sole Source contractor.							
	d. Last bid date: 10/01/2008	Anticipated	re-bid date: 10/01/2012					
10	. Does the contract contain any IT co	omponents?	No					
111. (OTHER INFORMATION							
11	. a. Is the contractor a consultant that consultant is a person that provide No	it is providing an opin s information, an opin	nion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a nion, or advice for a fee")					
	b. Is the contractor a current emplo	yee of the State of N	levada?					
	No If "Yes", is contractor his own time? (Please	planning to render se	ervices while on annual leave, compensatory time, sick leave, or on					
	Not Applicable							
	c. Was the contractor formerly emp	ployed by the State o	f Nevada within the past one (1) year?					
	No If "Yes", please provid							
	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 enga	ged under contract t	by any State agency?					
	Yes If "Yes", specify when	and for which agen	cy and indicate if the quality of service provided to the identified					
	agency has been ver							
	2008-2010, Buidlings & Grounds, s							
13	. Is the contractor currently involved		State of Nevada? ation and facts supporting approval of the contract:					
	No If "Yes", please prove Not Applicable	le details of the iniga						
14	 The contractor is registered with th Nevada Corporation 	e Nevada Secretary	of State's Office as a.					
15	i. a. Is the Contractor Name the sam	e as the legal Entity	Name?					
	Yes							
16	a. Does the contractor have a curr Yes	ent Nevada State Bu	siness License (SBL)?					
17	 a. Is the legal entity active and in g Yes 	ood standing with th	e Nevada Secretary of State's Office?					
18	3. Agency Field Contract Monitor:							
). Contract Status:							
10	Contract Approvals:							
	Approval Level	User	Signature Date					
	Budget Account Approval	kaplin	07/14/2010 08:42:47 AM					
	Division Approval	cedward2	07/14/2010 09:36:19 AM					
	Department Approval	cedward2	07/14/2010 09:36:24 AM					
	Contract Manager Approval	rday0	07/14/2010 10:11:32 AM					
	Budget Analyst Approval	jborrowm	07/14/2010 12:10:49 PM					
	Team Lead Approval	jteska	07/20/2010 13:10:11 PM					
	BOE Agenda Approval	jteska	07/20/2010 13:10:16 PM					

RECEIVED

JUL 2 2010

Building & Grounds Div. Carson City, NV Purchasing Use Only: # 080911

Amendment 2

ANDREW K. CLINGER Director

GREG SMITH Purchasing Administrator



JIM GIBBONS Governor

SOLICITATION WAIVER REQUEST FORM

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

Amended Waiver Request

- 1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Department of Administration, Division of Buildings and Grounds Karen Aplin, Contract and Leasing Services, (775) 684-1823, kpaplin@bandg.state.nv.us
 - b. Vendor contact information: Sierra Controls Systems, Inc. 940 Mallory Way Carson City, Nevada 89701 (775) 883-0443
 - 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: Sierra Control Systems to provide/install and integrate equipment into the existing Marlette SCADA system to accommodate system expansions. *** ADDED ANNUAL/YEARLY REPAIRS/INSPECTIONS/PREVENTATIVE MAINTENANCE AND ANY ADDITIONAL SERVICES IN WRITING UPON REQUEST OF MARLETTE WATER REPRESENTATIVE***

2/9/09 AMENDMENT ONE FOR ANNUAL/YEARLY REPAIRS/INSPECTIONS/PRE-MAINTENANCE FOR TWO ADDITIONAL SITES (DIVERSION DAM & LAKEVIEW METERHOUSE) TO INSPECT 3 VALVE ACTUATORS ALONG WITH 2 FLOWMETERS.

- 3. Describe the unique qualification required for the service or good to be purchased: This is an extension of work that is in conjunction with the work to be performed this summer in package "B" the Marlette Pump site improvement. Sierra Control Systems will also be performing the package "B" SCADA Installation.
- 4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: Sierra Control System is a specialized company that offers a remote location computer system SCADA (supervisory control and data acquisition), they have been with our system since inception; we are interfacing with existing equipment to preserve system integrity. The State would have to expend funds to bring a new vendor up to speed.
- What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
 Cost will continue to rise. Weather dictates when we can perform work in the sierra back country.

- 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. We are in the middle of system upgrades. Sierra Control systems is believed to be the only company in this area to perform this service at this time. They will be on site with the same kind of work in package "B" which is a separate system upgrade. This can result in time and cost savings.
- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? Based on prior experience with Sierra Control Systems, the State is confident that the cost is fair and reasonable.
- What is the estimated value and length of the contract, amendment or request. Original request \$125,855.00 length of contract request would be 1 year. ***CONTRACT TO BE FOR ANNUAL/YEARLY REPAIRS/INSPECTIONS/PREVENTATIVE MAINTENANCE AND ANY ADDITIONAL SERVICES AUTHRORIZED IN WRITING UPON THE REQUEST OF MARLETTE WATER REPRESENTATIVE IN THE AMOUNT OF \$ TO COVER 4 YEAR PERIOD*** 9/15/08 - 10:05 AM PER TERI PRESTON: 4 YEARS AND \$63,935.00 (INITIALED BY CS OF PURCHASING)

29909 AMENDMENT ONE - ADDING \$3,388.95 TO THE CONTRACT AMOUNT FOR ADDITIONAL SERVICES (ANNUAL PREVENTATIVE MAINTENANCE FOR THE DIVERSION DAM AND THE LAKEVIEW METERHOUSE TO INSPECT THE PHYSICAL CONDITION AND OPERATIONAL STATUS OF THE THREE VALVE ACTUATORS AND THE MECHANISMS WHICH INCLUDE TWO FLOWMETERS).

6/23/10 Amendment TWO adds \$10,000.00 for extra services and \$1,244.46 to the amount of the contract for the Mechanical Equipment Maintenance check for the DIVERSION DAM, \$596.19 for 2012 and for the Mechanical Equipment check for the LAKEVIEW METER HOUSE, \$648.27 for 2012. The amount of this contract is now \$78,568.41.

a. New contract $Y \square N \boxtimes$

b. Amendment	Y	\boxtimes	N	Amendment No.
{provide copy of	f pr	revio	us wai	ver(s)}

 Division of Buildings and Grounds
 hereby requests approval for
 Sierra Controls Systems, 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 Kaun leplin	
Agency Representative Initiating Request	Date 6-23-10
X Sing Eliant Agency Head/Division Chief/Authorized Designee	Date 6-24-10

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:

Signor.	
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 Aug mith	06/30/10
Administrator, Purchasing Division	Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11490

							Legal Entity Name:	GANTHNER MELBY, LLC	
	Age	ency Name:	PURCH	ASING DI	/ISION		Contractor Name:	GANTHNER MELBY, LLC	
			083				Address:	ARCHITECTS & PLANNERS	
	Apr	propriation Unit:	1362-19					5190 NEIL RD STE 231	
		oudget authority ailable?:		No			City/State/Zip	RENO, NV 89502-8501	
	pro	No" please expla gram C18662 be I0 meeting.	iin: Fund eing appr	ling is cont oved at the	ingent o Septe	on IFC work mber 10,	Contact/Phone:	null775/829-8814	
		C C					Vendor No.:	T80615120	
							NV Business ID:	NV19981053945	
	То	what State Fisca	al Year(s)	will the co	ntract b	e charged?	2011-2014		
	Wh the	at is the source contractor will b	of funds i e paid by	that will be / multiple fu	used to unding :	o pay the contraction of the con	ctor? Indicate the per	rcentage of each funding source if	
		General Fur	nds	0.00 %		Fees	0.00 %		
		Federal Fun	nds	0.00 %		Bonds	0.00 %		
		Highway Fu	nds	0.00 %	х	Other funding	100.00 % Agend	cy & ARRA Funds	
	Age	ency Reference	#: 08	33					
	2 Cor	ntract start date:							
	a.	Effective upon B Examiner's appr		Yes	or b.	other effective of	date: NA		
		Anticipated BC		ng date	09/2	010			
	Rat	roactive?		No					
		reacuve : res", please exp	lain						
		t Applicable							
		mination Date:		6/30/2014					I
		ntract term:		years and	202 da				
				-	JUJ U2	ys			
		e of contract:	-	ontract					
	Cor	ntract descriptior	n: P i	rofessiona	I Servi	ce			
	5. <u>Pur</u>	pose of contract	•						
	doc ren arc	cuments prepar ovation to acco	ation, bi ommodat ctural, el	dding ass te a new fr	istance eezer i	and construct nstallation of a	ion administration pproximately 3,000	ces for the design, construction required for the existing facility square feet. The work shall include ervices. SPWB Project No. 10-A022,	
	6. NE\	W CONTRACT							
	The	e maximum amou	unt of the	e contract fo	or the te	erm of the contra	ict is: \$34,100.00		
	Oth	er basis for payr	ment: Mo	nthly progr	ess pay	ments on servic	es provided		
11.	JUST	IFICATION							
	7. Wha	at conditions req	uire that	this work b	e done	?			
	Agency Need - Agency project								
	8. Exp	lain why State e	mployee	s in your ag	gency o	r other State ag	encies are not able to	o do this work:	
	Pro	fessional service	es are pro	ovided by S	SPWB to	support the Sta	ate Capital Improvem	nent Program. Consultants are selected established by the Legislature	
9. Were quotes or proposals solicited? No									
		s the solicitation			Purcha	sina	No		
		sion?	, ut		. Li chu	- ····· •			
Cont	ract #: 11	1490				Page 1 c	of 2		20

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

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?

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)

No

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?

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

No

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 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)?

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:

Approval Level	User	Signature Date
Budget Account Approval	czimmer1	08/10/2010 15:43:51 PM
Division Approval	czimmer1	08/10/2010 15:43:55 PM
Department Approval	czimmer1	08/10/2010 15:43:59 PM
Contract Manager Approval	czimmer1	08/10/2010 15:44:04 PM
Budget Analyst Approval	sbrown	08/11/2010 09:18:51 AM
Team Lead Approval	jmurph1	08/23/2010 15:49:22 PM
BOE Agenda Approval	jmurph1	08/23/2010 15:49:26 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1.	Contract Number:	11417	,							
								Leg Nar	al Entity ne:	BOARD OF REGENTS-UNLV
	Agency Name:		N ON E		MIC			Cor	ntractor Name:	BOARD OF REGENTS-UNLV
	Agency Code:	102						Add	Iress:	UNLV OFFICE OF CONTROLLER
	Appropriation Unit:	1526-	16							4505 MARYLAND PKWY MS 1005
	Is budget authority available?:		١	(es				City	/State/Zip	LAS VEGAS, NV 89154-1005
	If "No" please expla	ain: No	ot Applie	cable				Cor	ntact/Phone:	null702/895-1142
								Ver	ndor No.:	D35000813
								NV	Business ID:	Governmental Entity
	To what State Fisca	al Year	(s) will	the cor	ntract b	e char	ged?	201	1	
	What is the source the contractor will b	of fund be paid	ls that v by mul	will be t tiple fu	used to nding s	o pay th sources	ne contrac s.	tor?	Indicate the per	rcentage of each funding source if
	X General Fu	nds ′	100.00	%		Fees			0.00 %	
	Federal Fur	nds	0.00	%		Bond	s		0.00 %	
	Highway Fu	unds	0.00	%		Other	funding		0.00 %	
2.	Contract start date:									
	a. Effective upon E Examiner's appr	Board o roval?	f	Yes	or b.	other	effective d	late:	NA	
	Anticipated BC	DE mee	eting da	ate	09/2	010				
	Retroactive?		1	No						
	If "Yes", please exp	olain								
	Not Applicable									
3.	Termination Date:		06/30/	2011						
	Contract term:		302 da	ays						
4.	Type of contract:		Сооре	erative	Agree	ement				
	Contract description		Traini		-					
5.	Purpose of contract	t:								
	This is a new coop (DBE), environment existing business	ntal &	safety	servic	es to t	ousine	sses & in	divid	luals wishing t	e, Disadvantaged Business Enterprise to start a business or improve an
6.	NEW CONTRACT									
	The maximum amo	unt of t	the con	tract fo	r the te	erm of t	the contra	ct is:	\$19,323.00	
	Payment for service									
J	USTIFICATION									
7.	What conditions rec	quire th	at this	work b	e done	?				
	Chapter 231 of NRS	S								
8.	Explain why State e Cooperative Agreer						State age	encie	s are not able to	o do this work:
9.	Were quotes or pro	posals	solicite	ed?				No		
	Was the solicitation Division?	•			Purcha	sing		No		
	a. If yes, list the nar	mes of	vendor	s that s	submitt	ed pro	posals:			
	Not Applicable									
	b. Soliciation Waive	er: Not	Applic	able						
	c. Why was this cor	ntractor	chose	n in pre	eferenc	e to ot	her?			
	* 44. 1111 7						Page 1 a	f 7		2

Ь	Last	hid	date:	
u.	Lasi	Dia	uaic.	

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)

Cooperative Agreement with UNLV

- 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:

NCED Cooperative Agreement

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:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	07/27/2010 11:56:31 AM
Division Approval	mstenger	07/27/2010 11:56:35 AM
Department Approval	mstenger	07/27/2010 11:56:40 AM
Contract Manager Approval	mstenger	07/28/2010 14:48:14 PM
Budget Analyst Approval	cwatson	08/16/2010 15:03:29 PM
Team Lead Approval	cwatson	08/16/2010 15:03:34 PM
BOE Agenda Approval	cwatson	08/16/2010 15:03:39 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11480

•••	Contract Number						
						Legal Entity Name:	NELSON ELECTRIC COMPANY, INC.
	Agency Name:	FACIL		NAGEMEN	DIVISION	Contractor Name:	
	Agency Code:	182				Address:	1410 FREEPORT BLVD
	Appropriation Unit:	1385-0	07				
	Is budget authority available?:		Ye	95		City/State/Zip	SPARKS, NV 89431-5942
	If "No" please expla	ain: No	t Applica	able		Contact/Phone:	Lisa Teglia 775/358-0643
						Vendor No.:	PUR0004455
						NV Business ID:	NV19781008753
	To what State Fisca	al Year	(s) will th	ne contract b	e 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 he contractor will be paid by multiple funding sources.						
	General Fu		0.00 %		Fees	100.00 %	
	Federal Fur	nds	0.00 %	6	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	6	Other funding	0.00 %	
	Agency Reference	#:	DolT				
2.	Contract start date:	:					
	a. Effective upon E Examiner's appl	Board o roval?	of	No or b.	other effective of	late 11/01/2010	
	Anticipated BC	OE mee	eting dat	e 10/2	010		
	Retroactive?		N	0			
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		10/31/2	012			
	Contract term:		2 years	i			
4.	Type of contract:		Contra	ct			
	Contract descriptio	n:	Electric	cal Services	5		
5.	Purpose of contrac	:t:					
	This is a new cont materials rate.	tract to	o provid	e electrical	installation, rep	bair and maintenan	ce on an as-needed basis for a time and
6.	NEW CONTRACT						
	The maximum amo	ount of	the contr	ract for the t	erm of the contra	act is: \$19,000.00	
	Other basis for payment: At a cost of time and material rates on Attachment CC payable upon completion of the services and with 45 days of submission of invoice.						
J	USTIFICATION						
7.	What conditions re	quire th	hat this w	vork be done	?		
	Electrical installation	on, repa	air and m	naintenance	services are per	iodically required.	
8.	Explain why State	employ	ees in y	our agency	or other State ag	encies are not able	to do this work:
	State employees a	re not o	certified o	or experienc	ed in performing	these tasks.	
9.	. Were quotes or pro	oposals	solicited	d?		Yes	
	Was the solicitation Division?				asing	No	
	a. If yes, list the na	imes of	vendors	s that submit	ted proposals:		

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Lowest bidder.

d. Last bid date: 07/07/2010 Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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 Information Technology - 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:

Approval Level	User	Signature Date
Budget Account Approval	jmccuin	08/13/2010 09:42:23 AM
Division Approval	capple	08/16/2010 10:41:04 AM
Department Approval	capple	08/16/2010 10:57:11 AM
Contract Manager Approval	csweeney	08/16/2010 11:01:21 AM
Budget Analyst Approval	jmurph1	08/18/2010 07:49:17 AM
Team Lead Approval	jmurph1	08/18/2010 07:49:23 AM
BOE Agenda Approval	jmurph1	08/18/2010 07:49:27 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11544

						Legal Entity Name:	RINALDI ENVIRONMENTAL
	Agency Name:	PUBLIC V	NORKS E	BOARD)	Contractor Name:	RINALDI ENVIRONMENTAL
	0,	190				Address:	CONSULTANTS INC DBA RECON
	Appropriation Unit:	1558-53					15100 BROILI DR
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89511-6227
	If "No" please explai	n: Not Ap	plicable			Contact/Phone:	null775/851-8242
						Vendor No.:	T29023381
						NV Business ID:	NV19951062200
	To what State Fiscal					2010-2011	
	What is the source o the contractor will be	of funds the paid by r	at will be nultiple fu	used to inding	o pay the contrac sources.	ctor? Indicate the per	centage of each funding source if
	General Fun	ds 0.	.00 %		Fees	0.00 %	
	Federal Fund	ds 0.	.00 %		Bonds	0.00 %	
	Highway Fur	ıds 0.	.00 %	Х	Other funding	100.00 % Trans	fer from Risk Management
	Agency Reference #	t: 550)1				
	2. Contract start date:						
	a. Effective upon Bo Examiner's appro	oval?	No		other effective o	date 06/30/2010	
	Anticipated BO	E meeting	j date	09/2	2010		
	Retroactive?		Yes				
	If "Yes", please expla	ain					
:	3. Termination Date:		30/2011				
	Contract term:	1 ye	ear				
	4. Type of contract:	Coi	ntract				
	Contract description	: Pro	of Serv A	ar			
	Contract description:						
	5. Purpose of contract:			J.			
	5. Purpose of contract: This is a new contr building, 788 Fairvi	act to pro iew, Carso	ovide pro on City, I	fessio	nal architecture a Indoor Air Qu	el/engineering servi ality Investigation,	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
	5. Purpose of contract: This is a new contr building, 788 Fairvi S06; SPWB Contra	act to pro iew, Carso	ovide pro on City, I	fessio	nal architecture a Indoor Air Qu	el/engineering servi ality Investigation,	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
	5. Purpose of contract: This is a new contr building, 788 Fairvi S06; SPWB Contrac 6. NEW CONTRACT	act to pro iew, Carso ct No. 550	ovide pro on City, I 01.	ofessio Nevada	a Indoor Air Qu	ality Investigation,	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
I	5. Purpose of contract: This is a new contr building, 788 Fairvi S06; SPWB Contra	ract to pro iew, Carso ct No. 550	ovide pro on City, I 01. contract fo	ofessio Nevada	a Indoor Air Qu	ality Investigation, act is: \$13,196.25	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
	 5. Purpose of contract: This is a new contr building, 788 Fairvi S06; SPWB Contract 6. NEW CONTRACT The maximum amoutication 	ract to pro iew, Carso ct No. 550	ovide pro on City, I 01. contract fo	ofessio Nevada	a Indoor Air Qu	ality Investigation, act is: \$13,196.25	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
11.	 5. Purpose of contract: This is a new contrust of the second secon	act to pro iew, Cars ct No. 550 unt of the c nent: Mont	ovide pro on City, I 01. contract fo thly progr	ofessio Nevada for the to ess pa	a Indoor Air Qu	ality Investigation, act is: \$13,196.25	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
11.	 5. Purpose of contract: This is a new contrust building, 788 Fairvi S06; SPWB Contract 6. NEW CONTRACT The maximum amout other basis for paymetric contract 	act to pro iew, Cars ct No. 550 unt of the c nent: Mont	ovide pro on City, I 01. contract fo thly progr	ofessio Nevada for the to ess pa	a Indoor Air Qu	ality Investigation, act is: \$13,196.25	ces for the Department of Insurance Carson City, NV, SPWB project No. 07-
11.	 5. Purpose of contract: This is a new contru- building, 788 Fairvi S06; SPWB Contract 6. NEW CONTRACT The maximum amound Other basis for payment JUSTIFICATION 7. What conditions required 	act to pro iew, Cars ct No. 55(unt of the c nent: Mont uire that th	ovide pro on City, I 01. contract fo thly progr his work b	fessio Nevada or the to ess pa	erm of the contra yments on servic	adity Investigation, act is: \$13,196.25 ces provided.	Carson City, NV, SPWB project No. 07-
11.	 5. Purpose of contract: This is a new contrust of the system of the syste	act to provide the provident of the content of the the the the the the the provide the providet the provide the provide the providet the p	ovide pro on City, I 01. contract fo thly progr his work b in your ag vided by \$	ofessio Nevada for the ta ess pa be done gency of SPWB	a Indoor Air Qu erm of the contra yments on servic e? or other State ag to support the St	act is: \$13,196.25 ces provided. encies are not able t ate Capital Improver	Carson City, NV, SPWB project No. 07-
II.	 5. Purpose of contract: This is a new contrust of the system of the syste	act to pro- iew, Cars- ct No. 550 unt of the co- nent: Mont uire that the uire that the mployees es are provid	ovide pro on City, I 01. contract fo thly progr his work b in your ag vided by S le design	ofessio Nevada for the ta ess pa be done gency of SPWB	a Indoor Air Qu erm of the contra yments on servic e? or other State ag to support the St	act is: \$13,196.25 ces provided. encies are not able t ate Capital Improver	o do this work: nent Program. Consultants are selected
II.	 5. Purpose of contract: This is a new contrust of the second secon	act to pro- iew, Carso ct No. 550 unt of the co- nent: Mont uire that the mployees are prov- to provid posals solio	ovide pro on City, I 01. contract fo thly progr his work b in your ag vided by \$ le design icited?	ofessio Nevada for the ta ess pa be done gency of SPWB and en	a Indoor Air Qu erm of the contra yments on service ? or other State ag to support the St gineering service	act is: \$13,196.25 ces provided. encies are not able t ate Capital Improver es to meet the goals	o do this work: nent Program. Consultants are selected
II.	 5. Purpose of contract: This is a new contrust of the system of the syste	act to pro- iew, Carso ct No. 550 unt of the co- nent: Mont uire that the mployees are prov- to provid posals solio	ovide pro on City, I 01. contract fo thly progr his work b in your ag vided by \$ le design icited?	ofessio Nevada for the ta ess pa be done gency of SPWB and en	a Indoor Air Qu erm of the contra yments on service ? or other State ag to support the St gineering service	act is: \$13,196.25 ces provided. encies are not able t ate Capital Improver es to meet the goals No No	o do this work: nent Program. Consultants are selected

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Soliciation Waiver: Professional Service	(As defined in NAC 333.150)
---	-----------------------------

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?

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)

No

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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/26/2010 08:33:07 AM
Division Approval	dgrimm	08/26/2010 08:33:11 AM
Department Approval	dgrimm	08/26/2010 08:33:14 AM
Contract Manager Approval	dgrimm	08/26/2010 09:03:09 AM
Budget Analyst Approval	jrodrig9	08/26/2010 11:10:30 AM
Team Lead Approval	cwatson	08/26/2010 11:34:12 AM
BOE Agenda Approval	cwatson	08/26/2010 11:34:16 AM
BOE Final Approval	Pending	

Jim Gibbons Governor

Carson City Office: 515 E. Musser Street, Suite 102 Carson City, Nevada 89701-4263 (775) 684-4141 • Fax (775) 684-4142

STATE OF NEVADA



PUBLIC WORKS BOARD

MEMORANDUM

Date: August 23, 2010

To: Project File

From: Ken Scarbrough, SPWB Environmental

Subject: Rinaldi Environmental Consultants, INC Contract Approval

State Public Works Board (SPWB) assisting Risk Management with an indoor air quality (IAQ) concern at a building leased by Department of Insurance (DOI) located at 788 East Fairview, Carson City, put in an emergency contract with Rinaldi Environmental to help address this issue. Due to employee health concerns, this work was authorized prior to approval of the contract. The original estimate amount of the work was \$6,500. The final amount was \$13,196.25.

The scope of the work expanded greatly due to the extent of the concerns and the required inspections, testing, reporting and meetings with DOI and other offices concerning the IAQ. Both Risk Management and SPWB were aware of the increased scope of work conducted by Rinaldi Environmental. However, due to the concerns continued with the work under the emergency until a remedy/solution to the problem was determined.

Both SPWB and Risk Management approve of the work conducted by Rinaldi Environmental.

Gustavo Nunez, P.E. Manager

Las Vegas Office: 1830 East Sahara, Suite 204 Las Vegas, Nevada 89104 (702) 486-5115 • Fax (702) 486-5094

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.	DE	ESCRIPTION OF CON	TRACT			
	1.	Contract Number: CON	IV5933		Amendment Number:	1
					Legal Entity Name:	GEOTECHNICAL & ENVIRONMENTAL
		Agency Name: PUE	LIC WORKS BO	ARD	Contractor Name:	GEOTECHNICAL & ENVIRONMENTAL
		Agency Code: 190			Address:	SERVICES INC
		Appropriation Unit: 156	5-43			7150 PLACID ST
		Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89119-4203
		If "No" please explain: N	lot Applicable		Contact/Phone:	null702/365-1001
		•			Vendor No.:	T81085017
					NV Business ID:	NV19921050120
		To what State Fiscal Yea	ar(s) will the contra	act be charged?	2009-2011	
			nds that will be use	ed to pay the contra	ctor? Indicate the pe	rcentage of each funding source if
		General Funds	0.00 %	Fees	0.00 %	
		Federal Funds	0.00 %	X Bonds	100.00 % Gener	ral Obligation Bonds
		Highway Funds	0.00 %	Other funding	0.00 %	
		Agency Reference #:	3797			
	2	Contract start date:				
		a. Effective upon Board Examiner's approval		b. other effective	date 11/10/2008	3
		Anticipated BOE m		09/2010		
		·	0	00,20,0		
		Retroactive?	No			
		If "Yes", please explain				
		Not Applicable				~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	3.	Previously Approved Termination Date:	06/30/2011			
		Contract term:	2 years and 23	1 days		
	4.	Type of contract:	Contract			
		Contract description:	Engineering Se	ervices, Professior	nal	
	5.	Purpose of contract:				
		Southern Desert Corre	ctional Center Ex t increases the m	pansion, Indian S aximum amount fr	orinas. NV. SPWB F	ng and Special Inspection for the Project no. 07-C07a; SPWB Contract No. 30,700 for continued materials testing
	6.	CONTRACT AMENDME	ENT			
		1. The maximum ar	mount of the origin	al contract:		\$115,700.00
			any previous contr			\$0.00
			nt contract amendr			\$15,000.00
		4. New maximum c	ontract amount:			\$130,700.00
11.	J	USTIFICATION				
5-		What conditions require	that this work be o	lone?		
	1.	2007 CIP	and this work be t			
	~			ou or other State or	ropoios are pot able	to do this work:
	8.	Explain why State emplo	byees in your ager	NP to support the S	tate Capital Improve	ment Program. Consultants are selected
		based on their ability to	provide design and	d engineering servic	es to meet the goals	established by the Legislature.

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

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.

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)

No

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	08/10/2010 11:52:56 AM
Division Approval	dgrimm	08/10/2010 11:53:00 AM
Department Approval	dgrimm	08/10/2010 11:53:04 AM
Contract Manager Approval	dgrimm	08/10/2010 15:59:43 PM
Budget Analyst Approval	cwatson	08/17/2010 08:11:54 AM
Team Lead Approval	cwatson	08/17/2010 08:11:58 AM
BOE Agenda Approval	cwatson	08/17/2010 08:12:04 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF CO	NTRACT			
1. Contract Number: 10	076		Amendment Number:	3
			Legal Entity Name:	HERSHENOW & KLIPPENSTEIN
Agency Name: Pl	JBLIC WORKS BOAR	D	Contractor Name:	HERSHENOW & KLIPPENSTEIN
Agency Code: 19	0		Address:	ARCHITECTS INC
Appropriation Unit: 15	66-19			5485 RENO CORPORATE DR STE 10
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89511-2262
If "No" please explain:	Not Applicable		Contact/Phone:	null775/332-6640
			Vendor No.:	T80984709
			NV Business ID:	NV19941047730
To what State Fiscal Y	ear(s) will the contract	be charged?	2010-2013	
What is the source of t the contractor will be p	funds that will be used baid by multiple funding	to pay the contra sources.	ctor? Indicate the pe	rcentage of each funding source if
General Funds	s 0.00 %	Fees	0.00 %	
X Federal Funds	67.00 % X	Bonds	33.00 %	
Highway Fund	s 0.00 %	Other funding	0.00 %	
Agency Reference #:	4876			
. Contract start date:				
a. Effective upon Boa Examiner's approv		o. other effective	date 12/08/2009)
Anticipated BOE		/2010		
Retroactive?	No			
lf "Yes", please explai	n			
Not Applicable				
B. Previously Approved Termination Date:	06/30/2013			
Contract term:	3 years and 204 o	lays		
. Type of contract:	Contract			
Contract description:	Professional Ser	vice		
5. Purpose of contract:				
	to the original cont	ract which prov	vides professional a	urchitectural/engineering services for
the New Rediness Co 4876. This amendme structural, mechanic s.f. guardhouse loca amount by \$32,600. (performance specifi	enter, Clark County A int increases the max al, and electrical engi ted on the island at the This amendment also ication) and electrical	rmory, Las Vega imum amount fro neering, cost es ne entrance of th provides archit engineering set	as, NV, SPWB Proje om \$2,530,985 to \$2 stimating and const ne facility. This part tectural, mechanica rvices for the 10,000	ct No. 09-C14; SPWB Contract No. 2,588,185 to provide architectural, truction administration for a new +700 of the scope of work increases the all engineering, fire sprinkler 0 s.f. (enclosed) and 25,000 s.f. (roof the amount by \$24,600.
	· · · · · · · · · · · · · · · · · · ·			
6. CONTRACT AMEND	ИENT			

1.	The maximum amount of the original contract:	\$2,508,665.00
2.	Total amount of any previous contract amendments:	\$22,320.00
3.	Amount of current contract amendment:	\$57,200.00
4.	New maximum contract amount:	\$2,588,185.00

II. JUSTIFICATION

7. <u>Wha</u>	t conditions require that this work be done?	
200		

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. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

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.

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:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/10/2010 11:39:21 AM
Division Approval	dgrimm	08/10/2010 11:39:24 AM
Department Approval	dgrimm	08/10/2010 11:39:28 AM
Contract Manager Approval	dgrimm	08/10/2010 15:57:36 PM
Budget Analyst Approval	jrodrig9	08/16/2010 12:05:40 PM
Team Lead Approval	cwatson	08/17/2010 08:21:40 AM

BOE Agenda Approval

cwatson

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11481

۰.	Contract Number.	11401					
						Legal Entity Name:	TERP Consulting
	Agency Name:	PUBL	IC WORKS I	BOARD)	Contractor Name:	TERP Consulting
	Agency Code:	190				Address:	7936 Monaco Bay Court
	Appropriation Unit:	All Bu	idget Accou	nts - C	ategory 00		
	Is budget authority available?:		Yes			City/State/Zip	Las Vegas, NV 89117
	If "No" please expla	ain: No	t Applicable			Contact/Phone:	null702/953-9436
						Vendor No.:	
						NV Business ID:	NV20081045963
	To what State Fisca				-	2011	
	What is the source the contractor will b	of fund be paid	ls that will be by multiple fu	used to unding :	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %	•	Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Variou	IS
	Agency Reference	#:	5498				
2.	Contract start date:	:					
	a. Effective upon E		f Yes	or b.	other effective	date: NA	
	Examiner's appr		the data	00/2	0010		
	Anticipated BC	JE mee	-	09/2	010		
	Retroactive?		No				
	If "Yes", please exp	olain			,		
	Not Applicable						
3.	Termination Date:		06/30/2011				
	Contract term:		302 days				
4.	Type of contract:		Contract				
	Contract description	n:	Code Plan (Checki	ng		
5.	Purpose of contract						
	This is a new cont No. 09-A0E, SPWE	tract to B Conti	provide Co ract No. 549	de Plai 8.	n Checking for	various locations s	tatewide as requested, SPWB Project
6.	NEW CONTRACT						
υ.		ount of t	the contract f	or the t	erm of the contra	act is: \$100,000.00	
	Other basis for pay						
	USTIFICATION						
					0		
7.	What conditions red	quire th	lat this work I	be done	97		
	2009 CIP						
8.						encies are not able t	
	based on their abili	ty to pr	ovide design	and en	gineering servic	es to meet the goals	nent Program. Consultants are selected established by the Legislature.
9.	Were quotes or pro	posals	solicited?			No	
	Was the solicitation Division?	ו (RFP)	done by the	Purcha	ising	No	
	a. If yes, list the nar	mes of	vendors that	submit	ted proposals:		
	Not Applicable		.,				
	b. Soliciation Waive	er: Prof	fessional Se	rvice (/	As defined in N	AC 333.150)	

11.

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:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/09/2010 14:21:47 PM
Division Approval	dgrimm	08/09/2010 14:21:50 PM
Department Approval	dgrimm	08/09/2010 14:21:55 PM
Contract Manager Approval	dgrimm	08/10/2010 15:58:30 PM
Budget Analyst Approval	jrodrig9	08/16/2010 12:59:37 PM
Team Lead Approval	cwatson	08/17/2010 08:14:14 AM
BOE Agenda Approval	cwatson	08/17/2010 08:14:18 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. C	ESCRIPTION OF CONT	RACT			
1	. Contract Number: CON	V5716		Amendment Number:	2
				Legal Entity Name:	Pacific Research Associates
	Agency Name: DEP/	ARTMENT OF ED	UCATION	Contractor Name:	Pacific Research Associates
	Agency Code: 300			Address:	5201 SW Westgate Dr, Ste. 228
	Appropriation Unit: 2712	-36			
	ls budget authority available?:	Yes		City/State/Zip	Portland, OR 97221
	If "No" please explain: N	ot Applicable		Contact/Phone:	Dr. David Leitner 5032975300
				Vendor No.:	T27019822
				NV Business ID:	NV20101560126
	To what State Fiscal Yea	r(s) will the contra	ct be charged?	2009-2013	
	What is the source of fun the contractor will be paid	ds that will be use by multiple fundi	d to pay the contrac ng sources.	ctor? Indicate the per	rcentage of each funding source if
	General Funds	0.00 %	Fees	0.00 %	
	X Federal Funds	100.00 %	Bonds	0.00 %	
	Highway Funds	0.00 %	Other funding	0.00 %	
2	2. Contract start date:				
	a. Effective upon Board Examiner's approval?	of No or	b. other effective of	date 07/08/2008	1
	Anticipated BOE me	eting date 0	9/2011		
	Retroactive? If "Yes", please explain	No			
	Not Applicable				
(Previously Approved Termination Date: 	09/30/2010			
	Contract term:	4 years and 85	days		
4	I. Type of contract:	Contract			
	Contract description:	Consulting Ser	vices		
,	5. Purpose of contract:	-			
i		o the original co	ntract which prov	ides technical assis	stance, collection, evaluation and
	reporting of data for Tit	le I Part B. Even	Start Program and	I Title I Comprehens	sive School Performance reports for
	various federal program	ns. This amendm	ent extends the te	rmination date from	n September 30, 2010 to September 30, ices to be provided for an additional
	two years.		nt nom \$100,014 t		
	6. CONTRACT AMENDME	NT			
	1. The maximum am		al contract:		\$57,313.00
	2. Total amount of a	-			\$46,601.00
	3. Amount of current	• •			\$93,202.00
	4. New maximum co				\$197,116.00

New maximum contract amount: and/or the termination date of the original contract has changed to:

II. JUSTIFICATION

7. What conditions require that this work be done?

The United States Department of Education (USDOE) requires certain data be provided as part of the Comprehensive School Performance Report, as well as an annual evaluation of Even Start and 21st Century programs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

09/30/2012

Due to the small staff size assigned to work with Elementary and Secondary Education, the consultants who handle the programs included this contract, also handle a minimum of three other programs as well. Due to the workload assigned to NDE staff, there is not enough time to complete these assignments and no other state agency has the required background knowledge and/or expertise. Yes 9. Were quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing Division? a. If yes, list the names of vendors that submitted proposals: b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? Extensive experience in providing the required services needed by all subcomponents of the application. 07/08/2008 Anticipated re-bid date: d. Last bid date: 10. Does the contract contain any IT components? Nn **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? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on No his own time? (Please explain) Not Applicable c. Was the contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date. No d. Is the contractor employed by any of Nevada's political subdivisions or by any other government? If "Yes", please explain No Not Applicable 12. Has the contractor ever been engaged under contract by any State agency? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified Yes agency has been verified as satisfactory: Current contract with the Nevada Department of Education. Services provided have been satisfactory 13. Is the contractor currently involved in litigation with the State of Nevada? If "Yes", please provide details of the litigation and facts supporting approval of the contract: No 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: Signature Date User Approval Level 08/13/2010 15:54:19 PM icrawfo2 **Budget Account Approval** 08/13/2010 15:54:26 PM jcrawfo2 **Division Approval** 08/13/2010 15:54:37 PM jcrawfo2 **Department Approval** 08/13/2010 15:54:43 PM icrawfo2 **Contract Manager Approval** 08/18/2010 10:03:28 AM sbrown **Budget Analyst Approval** 08/19/2010 15:31:22 PM Team Lead Approval cwatson

BOE Agenda Approval

cwatson

Contract #: CONV5716

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11552

	Contract Number	11001				
					Legal Entity Name:	Rushworth, Michele
	Agency Name:			URAL	Contractor Name:	Rushworth, Michele
	Agency Code:	330			Address:	FINE ART
	Appropriation Unit:					22930 SE 27th CT
	Is budget authority		Yes		City/State/Zip	Sammamish, WA 98075
	available?:				•	null425-681-5107
	If "No" please expla	ain: Not Appli	icable		Contact/Phone:	T29010139
					Vendor No.:	
					NV Business ID:	Not Applicable
	To what State Fisca	al Year(s) will	the contract t	be charged?	2011	reantage of each funding source if
	What is the source the contractor will b	of funds that be paid by mu	will be used to Iltiple funding a	sources.		rcentage of each funding source if
	X General Fu	nds 100.00)%	Fees	0.00 %	
	Federal Fur	nds 0.00)%	Bonds	0.00 %	
	Highway Fu	unds 0.00)%	Other funding	0.00 %	
	Agency Reference	#: 1				
2.	Contract start date:	:				
	a. Effective upon E Examiner's app	Board of roval?	No or b.	other effective o	date 09/01/2010)
	Anticipated B	OE meeting d	late 09/2	2010		
	Retroactive?		Yes			
	If "Yes", please exp	plain				
			eetings. Due			re approved at the June BOE and al, the request-for-proposal (RFP) completed in time for the August BOE contract
	selection process which is when it y	s and the app would have h	ad to be sub	mitted to avoid	being a retroactive	e contract.
3.	selection process which is when it y Termination Date:	would have h	nad to be sub	mitted to avoid	being a retroactive	e contract.
3.	which is when it y	would have h	nad to be sub 1/2011	mitted to avoid	being a retroactive	e contract.
	which is when it w Termination Date:	would have h 02/01	l/2011 lays	mitted to avoid	being a retroactive	e contract.
	which is when it w Termination Date: Contract term:	<u>would have h</u> 02/01 153 d Cont	l/2011 lays	mitted to avoid	being a retroactive	e contract.
4.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract	would have h 02/01 153 d Cont on: Gove	nad to be sub 1/2011 Jays ract ernor's Portra	it	being a retroactive	
4.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract	would have h 02/01 153 d Cont on: Gove	nad to be sub 1/2011 Jays ract ernor's Portra	it	being a retroactive	e contract. Governor's Portrait.
4. 5.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con	would have h 02/01 153 d Cont on: Gove	nad to be sub 1/2011 Jays ract ernor's Portra	it	being a retroactive	
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4. 5.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con NEW CONTRACT The maximum amo	would have h 02/01 153 d Cont on: Gove ot: <u>otract to acqu</u> ount of the co	nad to be sub 1/2011 days ract ernor's Portra uire the servic	it ces of an artist f	being a retroactive	
4. 5. 6.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con NEW CONTRACT The maximum amo Other basis for pay	would have h 02/01 153 d Cont on: Gove ot: <u>otract to acqu</u> ount of the co	nad to be sub 1/2011 days ract ernor's Portra uire the servic	it ces of an artist f	to paint the official	
4. 5. 6.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract Purpose of contract This is a new con NEW CONTRACT The maximum amo Other basis for pay	would have h 02/01 153 d Cont on: Gove ot: <u>otract to acqu</u> ount of the co yment: Compl	ad to be sub l/2011 days ract ernor's Portra uire the servic entract for the t letion of the pr	it ces of an artist t term of the contra roject.	to paint the official	
4. 5. 6.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con NEW CONTRACT The maximum and Other basis for pay USTIFICATION What conditions res	would have h 02/01 153 d Contion: Gove out: tract to acquit ount of the co yment: Completion equire that this	ad to be sub 1/2011 days ract ernor's Portra uire the servic ontract for the t letion of the pr	it ces of an artist t term of the contra roject. e?	to paint the official act is: \$20,000.00	
4. 5. 6. J 7.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new com NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions re This work is require	would have h 02/01 153 d Cont on: Gove oun: Gove ount of the co yment: Compl equire that this ed in order to	ad to be sub 1/2011 Jays ract ernor's Portra uire the servic ontract for the t letion of the pr s work be dom	it ces of an artist f term of the contra roject. e? Governor's Porti	to paint the official act is: \$20,000.00	Governor's Portrait.
4. 5. 6. J 7.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con NEW CONTRACT The maximum and Other basis for pay USTIFICATION What conditions re This work is requir Explain why State	would have h 02/01 153 d Cont on: Gove ot: <u>tract to acqu</u> ount of the co yment: Compl equire that this red in order to employees in	ad to be sub 1/2011 days ract ernor's Portra uire the servic ontract for the t letion of the pr s work be dom complete the n your agency	it ces of an artist t term of the contra roject. e? Governor's Porta or other State ag	to paint the official act is: \$20,000.00	Governor's Portrait.
4. 5. 6. J 7.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new com NEW CONTRACT The maximum amo Other basis for pay USTIFICATION What conditions re This work is require	would have h 02/01 153 d Cont on: Gove ot: <u>tract to acqu</u> ount of the co yment: Compl equire that this red in order to employees in	ad to be sub 1/2011 days ract ernor's Portra uire the servic ontract for the t letion of the pr s work be dom complete the n your agency	it ces of an artist t term of the contra roject. e? Governor's Porta or other State ag	to paint the official act is: \$20,000.00	Governor's Portrait.
4. 5. 6. J 7. 8.	which is when it w Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new con NEW CONTRACT The maximum and Other basis for pay USTIFICATION What conditions re This work is requir Explain why State	would have h 02/01 153 d Cont on: Gove out: ount of the co yment: Compl equire that this red in order to employees in st is required	ad to be sub 1/2011 days ract ernor's Portra uire the servic ontract for the t letion of the pr s work be dom complete the n your agency to complete th	it ces of an artist t term of the contra roject. e? Governor's Porta or other State ag	to paint the official act is: \$20,000.00	Governor's Portrait.
4. 5. 6. JI 7. 8.	which is when it v Termination Date: Contract term: Type of contract: Contract description Purpose of contract Purpose of contract This is a new contract NEW CONTRACT The maximum amount Other basis for pay USTIFICATION What conditions reading This work is require Explain why State A professional artice	would have h 02/01 153 d Contion: Gove out: tract to acque ount of the co yment: Complexity equire that this red in order to employees in st is required oposals solici	ad to be sub 1/2011 Jays ract ernor's Portra uire the servic ontract for the t letion of the pr s work be dome complete the n your agency to complete the ited?	it ces of an artist t term of the contra roject. <u>e?</u> <u>Governor's Portu</u> or other State ac his project.	to paint the official act is: \$20,000.00 rait. gencies are not able	Governor's Portrait.
4. 5. 6. J 7. 8.	which is when it v Termination Date: Contract term: Type of contract: Contract description Purpose of contract This is a new contract This is a new contract NEW CONTRACT The maximum and Other basis for pay USTIFICATION What conditions read This work is require Explain why State A professional arti Were quotes or pr Was the solicitatio	would have h 02/01 153 d Cont on: Gove ot: atract to acqu ount of the co yment: Compl equire that this red in order to employees in st is required oposals solici on (RFP) done	ad to be sub (/2011 Jays ract ernor's Portra uire the service ontract for the t letion of the pr s work be done complete the to complete the to complete the to complete the by the Purcha	it ces of an artist t term of the contra roject. <u>e?</u> <u>Governor's Portuor other State ac</u> his project.	to paint the official act is: \$20,000.00 rait. gencies are not able Yes	Governor's Portrait.

11.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

This vendor is the vendor with the required qualifications to paint the Governor's portrait. Based on the outcome of a review panel, held August 6, 2010 this vendor was chosen.

No

d. Last bid date: 07/22/2010 Anticipated re-bid date:

10. Does the contract contain any IT components?

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

No

No

16. a. Does the contractor have a current Nevada State Business License (SBL)?

- b. If "No", is an exemption on file with the Nevada Secretary of State's Office?
- If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

The vendor is an individual, not a business.

- 17. Not Applicable
- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:		
Approval Level	User	Signature Date
Budget Account Approval	mcost1	09/01/2010 09:07:36 AM
Division Approval	mcost1	09/01/2010 09:07:40 AM
Department Approval	mcost1	09/01/2010 09:07:44 AM
Contract Manager Approval	mcost1	09/01/2010 09:19:33 AM
Budget Analyst Approval	knielsen	09/01/2010 09:22:48 AM
Team Lead Approval	cwatson	09/01/2010 10:08:32 AM
BOE Agenda Approval	cwatson	09/01/2010 10:08:36 AM
BOE Final Approval	Pending	
DUE Fillai Appluvai	i chung	



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

August 31, 2010

Memorandum

То:	Katrina Nielsen, Budget Analyst Department of Administration, Budget Division
From:	Mark Costa, ASO IV Department of Cultural Affairs
Subject:	RETROACTIVE INDEPENDENT CONTRACT – MICHELE RUSHWORTH – GOVERNOR'S PORTRAIT

Enclosed is a contract for services between artist Michele Rushworth and the Department of Cultural Affairs to paint the official portrait of Governor Jim Gibbons. This portrait is mandated by NRS 223.121 and includes the cost of the painting, frame and travel.

The contract starts on September 1, 2010 and since Board of Examiners (BOE) approval is required and will not be possible until the October 12, 2010 meeting, it must be considered retroactive. The Contingency Funds used for the portrait and this contract's purpose were approved at the June BOE and Interim Finance Committee meetings. Due to the timing of the funds approval, the request-forproposal (RFP) selection process and the approval requirements, the contract could not be completed in time for the August BOE which is when it would have had to be submitted to avoid being a retroactive contract. Since a change in Governor occurs infrequently, so the department does not anticipate this problem to occur on a regular basis.

Should you have any questions or need additional information, please contract Mark Costa at 775-684-5445.

Attachment

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11392**

1	. Contract Number:	11392			
				Legal Entity Name:	Pyramid Lake Tribal Health Clinic
	Agency Name:	HEALTH AND HUMAN S	ERVICES	Contractor Name:	Pyramid Lake Tribal Health Clinic
	Agency Code:	400		Address:	705 Highway 446
	Appropriation Unit:	3150-22			P.O. Box 227
	Is budget authority available?:	Yes		City/State/Zip	Nixon, NV 89424
	If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	null775574-1018
				NV Business ID:	revenue
	To what State Fisca	al Year(s) will the contract b	e charged?	2011	
	What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	pay the contract sources.	tor? Indicate the per	centage of each funding source if
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	inds 0.00 %	Other funding	0.00 %	
2	Contract start date:		-		
	a. Effective upon E Examiner's appr		other effective d	ate: NA	
		DE meeting date 08/2	010		
	Retroactive?	No			
	If "Yes", please exp				
	Not Applicable				
3	Termination Date:	12/31/2010			
З.	Contract term:	152 days			
		-			
4.	Type of contract:	Revenue Contract			
	Contract description	n: Suicide Prevention			
5.	Purpose of contract				
	This is a new rever support efforts of	nue contract to provide co suicide prevention aware	ommunity outre	ach and build com training and advo	munity connectedness to further cacy.
6.	NEW CONTRACT				
	The maximum amo	unt of the contract for the te	rm of the contrac	ct is: \$47,090.00	
				. ,	
J	USTIFICATION				
7.		uire that this work be done	?		
	This is a revenue co	ontract.			
8.	Explain why State e	mployees in your agency o	r other State age	ncies are not able to	o do this work:
	The funding is desig				n has partnered with the Pyramid Lake
9.	Were quotes or prop	posals solicited?		No	
0.	• • •	(RFP) done by the Purchas	ina	No	
	Division?				
	a. If yes, list the nan	nes of vendors that submitte	ed proposals:		
	Not Applicable	· · ·			
	b. Soliciation Waive	r: Not Applicable			
,	c. Why was this con	tractor chosen in preference	e to other?		
tract	# 11392		Page 1 of	0	······

II.

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?

<u>No</u>	lf "	'Yes",	please	explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?
 - 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

No

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:

Approval Level	User	Signature Date
Budget Account Approval	sderouss	07/30/2010 07:39:50 AM
Division Approval	sderouss	07/30/2010 07:39:53 AM
Department Approval	sderouss	07/30/2010 07:39:56 AM
Contract Manager Approval	twollan1	08/04/2010 18:41:23 PM
Budget Analyst Approval	rhage1	08/05/2010 18:23:41 PM
Team Lead Approval	jteska	08/20/2010 09:54:05 AM
BOE Agenda Approval	jteska	08/20/2010 09:54:11 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

DIDTION OF CONTRACT ١.

D	ESCRI	PTION OF	CONT	RACT			
1.	Contra	act Number:	CON	/7128		Amendment Number:	5
						Legal Entity Name:	Public Consulting Group
	Ageno	y Name:	HEAL POLI	TH CARE FINA	NCING &	Contractor Name:	Public Consulting Group
	Agend	cy Code:	403			Address:	148 State Street Tenth Floor
	Appro	priation Unit:	3158-	04			
	Is bud availa	get authority ble?:		Yes		City/State/Zip	Boston, MA 02109
	lf "No'	' please expl	ain: No	ot Applicable		Contact/Phone:	null6174262026
						Vendor No.:	T32000898
						NV Business ID:	NV20021466314
				(s) will the contra		2009-2011	
	What the co	is the source ntractor will I	of fund be paid	ls that will be use by multiple fund	ed to pay the contra ing sources.	ctor? Indicate the pe	rcentage of each funding source if
	Х	General Fu	inds	50.00 %	Fees	0.00 %	
	Х	Federal Fu	nds	50.00 %	Bonds	0.00 %	
		Highway F	unds	0.00 %	Other funding	0.00 %	
	a. Eff Ex	ective upon l aminer's app	Board o roval?	of No or	b. other effective	date 04/10/2009)
		Anticipated B		etina date	09/2010		
		•		No			
		active?	alaia	NO			
		s", please exp anlicable	plain				
		pplicable					
3.	Termi	ously Approve nation Date:	ed	06/30/2011			
	Contra	act term:		2 years and 81	days		
4.	Туре	of contract:		Contract			
	Contra	act descriptio	n:	Health And Hu	man Services		
5.	Purpo	se of contrac	ct:				
	ageno softw	cies. Ameno are specific	Iment and to and	#5 will provide t	he Children's Men of Child and Fam	tal Health (CMH) ve	n Plans for DHCFP and its sister rsion and installation of AlloCAP mendment increases the amount of the
6.	CONT	RACT AME	NDMEN	łΤ			
	1.	The maxim	um am	ount of the origin	al contract:		\$9,999.00
	2.	Total amou	nt of ar	ny previous contra	act amendments:		\$846,343.00
	3.	Amount of o	current	contract amendr	nent:		\$30,000.00
	4.	New maxim	num coi	ntract amount:			\$886,342.00
J	USTIF	ICATION					
7.	What	conditions re	quire th	nat this work be d	lone?		
	The C		of AlloC	AP software is a		et the needs of the Di	vision of Child and Family Services for
0					cy or other State of	gencies are not able t	to do this work:
Ø.							to do tills work.

State employees do not have the specialized expertise in preparation of cost allocation plans or software to support cost allocation.

9. Were quotes or proposals solicited?

Was the solicitation (RFP) done by the Purchasing	N
Division?	

a. If yes, list the names of ver	dors that submitted proposals:	
Not Applicable		
b. Soliciation Waiver: Not Ap	blicable	
c. Why was this contractor ch	osen in preference to other?	
d. Last bid date:	Anticipated re-bid date:	

0

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:

Existng contract with DHCFP and service provided has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If " 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?
- 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:

Yes

••		
Approval Level	User	Signature Date
Budget Account Approval	greves	08/03/2010 21:28:05 PM
Division Approval	llamborn	08/03/2010 21:37:03 PM
Department Approval	sderouss	08/04/2010 21:37:29 PM
Contract Manager Approval	dkingsle	08/09/2010 11:30:51 AM
DoIT Approval	csweeney	08/10/2010 09:11:45 AM
Budget Analyst Approval	nhovden	08/10/2010 15:17:00 PM
Team Lead Approval	jteska	08/20/2010 10:46:17 AM
BOE Agenda Approval	jteska	08/20/2010 10:46:21 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT 1. Contract Number: CONV4811 Amendment 3 Number: Legal Entity Open Domain, Inc. Name: Agency Name: **HEALTH DIVISION** Contractor Name: **Open Domain, Inc.** Agency Code: 406 Address: 9 Crow Canyon Court #108 Appropriation Unit: 3214-04 Is budget authority Yes City/State/Zip San Ramon, CA 94583 available?: If "No" please explain: Not Applicable Contact/Phone: null9258550588 Vendor No.: T27015545 **NV Business ID:** Pending 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 % X Federal Funds 100.00 % Bonds 0.00 % Highway Funds 0.00 % Other funding 0.00 % Agency Reference #: HD 08112 2. Contract start date: a. Effective upon Board of or b, other effective date 10/01/2007 No Examiner's approval? Anticipated BOE meeting date 09/2010 **Retroactive?** No If "Yes", please explain Not Applicable 3. Previously Approved 09/30/2011 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 original contract, which provides technological support to the Women. Infants and Children (WIC) Program. This amendment increases the the maximum amount of the contract from \$677,975 to \$920,800 due to additional programing hours and an enhanced server system. 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: \$279.000.00 2. Total amount of any previous contract amendments: \$398,975.00 3. Amount of current contract amendment: \$242,825.00 4. New maximum contract amount: \$920.800.00 **II. JUSTIFICATION**

7. What conditions require that this work be done?

Files from 43 WIC clinics are required to be transfered to the central State WIC system for intergration into the Electronic Benefit Transfer (EBT) system, and for federal reporting requirements.

 Explain why State employees in your agency or other State agencies are not able to do this work: The State does not have the capability to maintain the WIC system.

 a. Is the contractor consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states consultant is a person that provides information, an opinion, or advice for a fee") No 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 his own time? (Please explain) Not Applicable Was the contractor formerly employed by the State of Nevada within the past one (1) year? No If "Yes", please provide employment termination date. Is the contractor ever been engaged under contract by any State agency? No Mapplicable Has the contractor ever been engaged under contract by any State agency? No tapplicable Has the contractor ever been engaged under contract by any State agency? No ff "Yes", please provide in titigation with the State of Nevada? Mot Applicable Is the contractor currently involved in titigation with the State of Nevada? No ff "Yes", please provide details of the litigation and facts supporting approval of the contract: Not Applicable In the contractor hare the same as the legal Entity Name? Yes Is the contractor have a current Nevada State Business License (SBL)? No If "No", is an exemption on file with the Nevada Secretary of State's Office? No If "No", is an exemption on file with the Nevada Secretary of State's Office? No If "No", is an exemption mile with the Nev	9. Were quotes or proposals solicite	d?	No
Not Applicable b. Soliciation Waiver Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 07915C Approval #: 07915C Approval #: 07915C c. Why was this contractor chosen in preference to other? d. Last bid date: Anticipated re-bid date: 10. Dees the contract contain any IT components? No 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 consultant is a person that provides information, an opinion, or advice for a fee") No D. 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 his own time? (Please explain) Not Applicable C. Was the contractor formerly employed by the State of Nevada? No If "Yes", please explain. Not Applicable No L3. Is the contractor ever been engaged under contract by any State agency? No If "Yes", please explain. Not Applicable If "Yes", please provide employment termination data. L4. Is the contractor ever been engaged under contract by any State agency? No If "Yes", please explain. No If "Yes", please provide details of the litigation and facts suppo	Was the solicitation (RFP) done to		No
b. Solication Waver. Sete Source Contract (As Approved by Chief of Purchasing) Approval 5 (2013) Approval 5 (2013) c. Why was this contractor chosen in preference to other? d. Last bid date: A Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? No OTHER INFORMATION 11. a. Is the contract contain any IT components? No OTHER INFORMATION 11. a. Is the contract contain any IT components? No OTHER INFORMATION 11. a. Is the contract consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states consultant is a person that provides information, an opinion, or advice for a fee?) No b. Is the contractor a consultant employee of the State of Nevada? No If "Yes", spontactor and the provides of the State of Nevada? No If "Yes", please provide employment termination date. C. Was the contractor formerty employed by the State of Nevada within the past one (1) year? No If "Yes", please provide employment termination date. C. Was the contractor formerty employed by any State agency? No If "Yes", please explain Not Applicable 12. Has the contractor evene been engaged under contract by any State agency? No If "Yes", please provide details of the kingation and facts supporting approval of the contract: Not Applicable 13. Is the contractor everently involved in illigation with the State of Nevada? No If "Yes", please provide details of the kingation and facts supporting approval of the contract: Not Applicable 14. The contractor is not registered with the Nevada Secretary of State's Office? No If "Yes", please provide details of the kingation and facts supporting approval of the contract: Not Applicable 14. The contractor have a current Nevada State Business License (SBL)? No D. If "No", to a. AND b., please explain why the contractor does not have an SSL or an exemption. Pending 15. a. Is the Contractor Mane the same as the legal Entity Name? Yes 16. a. Does the contractor Monitor: 19. Contract Status: Contra	a. If yes, list the names of vendor	s that submitted prop	iosals:
Approval #: 070915C Approval Date: 66/15/2010 c. Why was this contractor chosen in preference to other? d. Last bid date: Anticipated re-bid date: Anticipated re-bid date: Anticipated re-bid date: D. Dees the contract constain any IT components? No OTHER INFORMATION I. 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 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 his own time? (Please explain) No If "Yes", please provide employment termination date. d. Is 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 orwer been engaged under contract by any State agency? No If "Yes", please explain. Not Applicable I2. Has the contractor ourently involved in tiltgation with the State of Nevada? No If "Yes", please provide defails of the tiltgation and facts supporting, approval of the contract: No If "Yes", please provide defails of the tiltgation and facts supporting, approval of the contract: No If "Yes", please provide defails of the tiltgation and facts supporting, approval of the contract: Not Applicable I4. The contractor have the same as the legal Entity Name? Yes I6. a. Dees the contractor have a current Nevada Secretary of State's Office? No If "No", to a. AND b., please explain Approval Level User Signature Dete Budget Account Approval User Signature Dete Budget Account Approval Secretary Direase explain Division Approval Division Approval Division Approval Secretary Of State's Office? No Division Approval D	Not Applicable		
d. Last bid date: Anticipated re-bid date: 10. Does the contract contain any IT components? No OTHER INFORMATION It as the contractor a consultant that is providing an opinion or advice for a fee?) No b. Is the contractor a consultant that is providing an opinion or advice for a fee?) No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or his own time? [Please explain] Not Applicable C. Was the contractor formerly employed by the State of Nevada? No If "Yes", please provide employment termination date. d. Is the contractor ormerly employed by any of Nevada's political subdivisions or by any other government? No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency in a deprover the service is adisfactory. No If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Applicable If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Applicable If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Applicable If "Yes", please provide details of the litigation and facts supporting approval of the contract: No Applicable If "No", is an exemption on file with the Nevada Secretary of State's Office P <th>Approval #: 070915C</th> <th></th> <th>roved by Chief of Purchasing)</th>	Approval #: 070915C		roved by Chief of Purchasing)
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 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 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 The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Other Foreign Corporation a. Is the Contractor Name the same as the legal Entity Name? Yes a. Does the contractor have a current Nevada State Business License (SBL)? No 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 contract does not have an SBL or an exemption. Pending 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 Agency Field Contract Monitor: Secretary Signature Date Budget Account Approval Secretary Or/16/2010 08:58:27 AM Division Approval pweyrick 07/16/2010 08:58:52 AM Department Approval Secretary 07/19/2010 08:27:21 AM Budget Analyst Approval gorrowm 07/20/2010 17:03:49 PM 	ſ		
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Team Lead Approval BOE Agenda Approval jteska jteska 08/20/2010 09:50:58 AM 08/20/2010 09:51:04 AM 06/15/2010 08:38 IFAX pur1fax@purchasing.state.nv.us 06/15/2010 11:23 17756844211 HEALTH DIVISION

2002/007 PAGE 02/07

Purchasing Use Only: #070915 C

Amendment *

GREG SMITH Purphasing Administrator

JIM GIBBONS Gov ernor ***Amendment #3***

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

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Bureau of Family Health Services/Women, Infants and Children's(WIC) Program Harold Sherwood, WIC Finance Manager (775) 684-4248, hsherwood@health.nv.gov b. Vendor contact information: Uli Dreifust (925) 855-0588

- 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:

Electronic Benefit Transfer (EBT) project server hosting, new card processing, clinic data transfer and help desk support for EBT card users, vendors, and subgrantee's.

3. Describe the unique qualification required for the service or good to be purchased:

** This contract currently receives detailed participant data from the 43 WIC clinics and formats the data for use in the current outmoded state WIC reporting system. Nevada is the first state to have implemented an EBT credit card system state wide. This contractor was instrumental in developing transfer of EBT, data to the current state WIC reporting system and is a qualified Structured Query Language programmer which will be required in the new Federal Nutrition Services (FNS) State Agency Model (SAM) reporting system.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The service being provided by this contractor was developed by the WIC program and includes unique coding for Vendor and participant benefit processing. Additionally this vendor has extensive experience in resolving unique processing problems encountered by clinics operated by subgrantees.

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:

Service to over the WIC programs approximately 70,000 monthly participants will be negatively impacted. Each of the approximately 70,000 participants will have to make a clinic visit to replace their EBT cards with printed checks. This additional work load cannot be accommodated by our Subgrantees.

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.
 Contractor is the only known source that has familiarity with the current state WIC reporting system that is integrated with JP Morgan EBT system. Additionally, his expertise with Structured Query Language (SQL) that will be used in converting from the current system to the new FNS SAM system. Educating a

new contractor on the intricacies of clinic and EBT data integration into a data file useable by the current state WIC system would significantly delay SAM system implementation and quite possibly lead to interruption of services to WIC participants.

How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? 7. يە بە بە Original proposal by contractor was reviewed by Systems Manager who reviewed proposed hours rates and equipment usage cost. The original offer was \$355,500 which has been negotiated to the current level of \$242,825.

What is the estimated value and length of the contract, amendment or request. 8. بكر بكر بكر

a. New contract Y 🔲 N 🕅

b. Amendment Y 🖾 N 🗋 Amendment No. #3 Add \$242,825. No change in termination date. {provide copy of previous waiver(s)}

NV. Stat Division Requesting agency

hereby requests approval for Open Domain, Inc.

Proposed yendor

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 Hardel J. Sheanon	6/14/10
Agency Representative Initiating Request	Date
X ASOTT	6/15/10
Agency Head Authorizing Request	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:

Solicitation Waiver Rev. 05/07

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.

x Rimbula dait obo 6/15/10	Signed:	<u> </u>		
	x Rimbula	duit	obo	/
				e/15/10
Administrator, Purchasing Division Date	Administrator, Purchasing D	ivision		Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11407

1. Contract Number: 11407		
	Legal Entity Name:	Gnomon, Inc.
Agency Name: HEALTH DIVISION	Contractor Name:	Gnomon, Inc.
Agency Code: 406	Address:	1601 Fairview Dr
Appropriation Unit: 3215-15		
Is budget authority Yes available?:	City/State/Zip	Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone:	null775-885-2305
	Vendor No.:	T81005218
	NV Business ID:	NV19941043248
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 contract the contractor will be paid by multiple funding sources.	ctor? Indicate the pe	rcentage of each funding source if
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 #: HD 11050		
2. Contract start date:		
a. Effective upon Board of No or b. other effective of	date 09/14/2010	
Examiner's approval? Anticipated BOE meeting date 09/2010		
Retroactive? No		
If "Yes", please explain		
Not Applicable		
3. Termination Date: 12/31/2010		
Contract term: 108 days		
4. Type of contract: Contract Contract description: GPS Mapping		
5. Purpose of contract:	,	
This is a new contract to geo-code and map Nevada's ele	ctronic HIV/AIDS S	urveillance System (eHARS) database.
6. NEW CONTRACT		
The maximum amount of the contract for the term of the contra	act is: \$53,800.00	
Other basis for payment: per hour, billed monthly		
JUSTIFICATION		
7. What conditions require that this work be done?		
The requirement to geo-map the HIV/AIDS Surveillance System	m is a required part o	of the federal grant.
8. Explain why State employees in your agency or other State ag The ability to perform this function does not exist in the State.	encies are not able t	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 Applicable		
b. Soliciation Waiver: Sole Source Contract (As Approved b Approval #: 100708 Approval Date: 07/22/2010	y Chief of Purchasi	ng)

11.

c. Why was this contractor chosen in preference to other?

This vendor has worked with the Health Division in the past, on similar projects, with excellent results.

Anticipated re-bid date:

d. Last 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 Health Division, with satisfactory results.

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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	pweyrick	07/30/2010 07:44:12 AM
Division Approval	pweyrick	07/30/2010 07:44:16 AM
Department Approval	sderouss	07/31/2010 08:45:52 AM
Contract Manager Approval	cschmid2	07/31/2010 12:50:50 PM
Budget Analyst Approval	jborrowm	08/11/2010 09:53:42 AM
Team Lead Approval	jteska	08/20/2010 10:23:23 AM
BOE Agenda Approval	jteska	08/20/2010 10:23:27 AM
BOE Final Approval	Pending	

07/22/2010 15:31 IFAX purifax@purchasing.state.nv.us 07/22/2018 17:14 17756844211 HEALTH DIVISION

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JIM GIBBON8 Governor STATE OF NEVADA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 616 East Musser Street, Suite 300 Carson City, Nevada 89701 Phone (776) 684-0170 • Fax (775) 684-0188

Purchasing Use Onlys	
# 100708	

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:

Office of Epidemiology Julia Spaulding 4150 Technology Way, Suite 211 Carson City, NV 89706 Phone: 775-684-4192 Fax: 775-684-5999 jspaulding@health.nv.gov

b. Vendor contact information:

Gnomon, Incorporated Eric Ingbar 1601 Fairview Drive Carson City, NV 89701-5860 Phone: (775) 885-2305 eingbar@gnomon.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:

The Nevada State Health Division HIV/AIDS Surveillance Program was awarded a supplemental grant through the Centers for Disease Control and Prevention. The award total is \$53,800 with all funds going towards a contractor. All activities of the contractor must be completed no later than December 31, 2010. The project awarded was to geo-code addresses contained within the electronic HIV/AIDS ' Reporting System (cHARS).

3. Describe the unique qualification required for the service or good to be purchased:

This project requires advanced knowledge of Geographic Information Systems (GIS) and the ability to quickly code and map data to meet grant deliverables. The NSHD does not have the internal capacity to meet the deliverables in the time allotted for this project. Also, this project will require that the vendor have access to highly sensitive information and work on-site at the NSHD; therefore, the vendor must be in close proximity to the office.

Solicitation Waiver Rev. 03/10

Page 1 of 3

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4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

The Centers for Disease Control and Prevention (CDC) provided a short turnaround time to complete the project deliverables. CDC requested a contractor be used in order to expedite the process by hiring staff skilled in geo-coding and GIS analysis instead of training current staff funded by the grant. This is a one-time project and funds must be fully expended by December 31, 2010, so developing internal capacity to meet the grant deliverables is impossible.

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 this waiver is denied, the NSHD HIV/AIDS Surveillance Program will be unable to meet the grant deliverables and will need to return the \$53,800 awarded to the CDC. Additionally, without this funding, the eHARS data will not be geo-coded and useful data for program planning will be unavailable.

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.

Internet Search; Contractor had been previously awarded sole source contracts

-7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Based on previous contracts with Gnomon, Inc.

8. What is the estimated value and length of the contract, amendment or request?

\$53,800; 4 months

a. New contract	Y	\boxtimes	N [
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b, Amendment Y N Amendment No. _________ {provide copy of previous waiver(s)}

Nevada State Health Division	hereby requests approval for	Gnomon, 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 Juli Chawy	7/22/10
Agency Representative Initiating Request	Date
x Ahun Asott	7/22/14
Agenoy 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:

Hay Smith	7-22-10
Administrator, Purchasing Division	Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11354

1. Contract Number:	11354				
				Legal Entity Name:	University Medical Center of Southern Nevada
Agency Name:	HEALT	H DIVISION		Contractor Name:	University Medical Center of Southern Nevada
Agency Code:	406			Address:	1800 W. Charleston Blvd
Appropriation Uni	t: 3215-50)			
Is budget authorit available?:	y	Yes		City/State/Zip	Las Vegas, NV 89102
If "No" please exp	lain: Not	Applicable		Contact/Phone: Vendor No.:	Diana Bond 702-383-2423 T80998763
				NV Business ID:	Governmental Entity
To what State Fis				2011	
What is the sourc the contractor will	e of funds be paid by	that will be u y multiple fun	sed to pay the contrac ding sources.	ctor? Indicate the pe	rcentage of each funding source if
X General F	unds 10	0.00 %	Fees	0.00 %	
Federal F	unds	0.00 %	Bonds	0.00 %	
Highway F	unds	0.00 %	Other funding	0.00 %	
Agency Reference		ID 11033	U		
0					
 Contract start date a. Effective upon 	Board of	No	or b. other effective of	date 07/01/2010)
Examiner's ap Anticipated E		ng date	09/2010		
Retroactive?		Yes			
		165			
If "Yes", please ex					
Over-riding work	load prio	rities.			
3. Termination Date:	0	6/30/2011			
Contract term:	3	64 days			
4. Type of contract:	Ir	nterlocal Agi	reement		
Contract descripti		IDS Drug As			
5. Purpose of contra		Ū			
· · · · · · · · · · · · · · · · · · ·		reement to I	provide pharmacy se	ervices to dispense	medications for the AIDS Drug
Assistance Prog	ram (ADĂ	P) in for Ry	an White Part B eligi	bility clients, in Cla	rk and Nye Counties.
6. NEW CONTRAC	Г				
The maximum an	ount of the	e contract for	the term of the contra	act is: \$975,189.00	
Payment for servi	ces will be	made at the	rate of \$81,265.75 pe	er month	
-					
JUSTIFICATION					
7. What conditions r					
The AIDS Drug A represents the Sta	ssistance l ate of Neva	Program (AD ada's contribu	AP) provides medicat ution to the program.	ion to individuals infe	ected with HIV and AIDS. This contract
8. Explain why State	emplovee	es in your ade	ency or other State ag	encies are not able t	o do this work:
The State does no					
9. Were quotes or pr	oposals s	olicited?		No	
Was the solicitation Division?	•		urchasing	No	
a. If yes, list the n	ames of ve	endors that s	ubmitted proposals:		
Not Applicable					
b. Soliciation Wai	/er: Exem	pt (Per statu	te)		
			Paga 1	A 2	33

II.

c. Why was this contractor chosen in preference to other? UMC has a major pharmacy in Southern Nevada. Anticipated re-bid date: d. Last bid date: No 10. Does the contract contain any IT components? 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? If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on No his own time? (Please explain) Not Applicable c. Was the contractor formerly employed by the State of Nevada within the past one (1) year? If "Yes", please provide employment termination date. No 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? If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified Yes agency has been verified as satisfactory: With the Health Division each year for the same purpose. Results were satisfactory. 13. Is the contractor currently involved in litigation with the State of Nevada?

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:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	07/20/2010 07:33:42 AM
Division Approval	pweyrick	07/20/2010 07:33:47 AM
Department Approval	sderouss	07/21/2010 12:56:08 PM
Contract Manager Approval	cschmid2	07/21/2010 13:40:58 PM
Budget Analyst Approval	jborrowm	08/10/2010 15:26:06 PM
Team Lead Approval	jteska	08/20/2010 10:38:57 AM
BOE Agenda Approval	jteska	08/20/2010 10:39:03 AM
BOE Final Approval	Pending	

JIM GIBBONS Governor

MICHAEL J. WILLDEN Director



STATE OF NEVADA

RICHARD WHITLEY, MS Administrator

TRACEY D. GREEN, MD State Health Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION

Bureau of Child, Family & Community Wellness 4150 Technology Way, Suite 210 Carson City, Nevada 89706 Telephone (775) 684-4285 + Fax (775) 684-5998

MEMORANDUM

Date:	July 1, 2010	
То:	Richard Whitley, MS, Administrator	
Through:	Deborah Harris, MA, CPM, Bureau Chief, CFCW	
From:	Beth Handler, MPH, Ryan White Program Manager	
RE:	Retroactive Contract to University Medical Center of Southern Nevada (UMC) – #11033	HD

Please find attached three copies of Interlocal Contract Agreement HD #11033 to UMC in the amount of \$975,189. This contract provides Ryan White CARE Act Part B Program clients AIDS Drug Assistance Program (ADAP) for new and existing clients in Clark and Nye counties.

This subgrant is funded by State of Nevada State General Fund appropriation and has retroactive date of July 1, 2010. This contract was unable to be submitted in a timely manner due to other federal reports that had deadlines during this time, state work programs that needed justifications and backup information, state fiscal yearend deadlines and reconciliations and the program not aware of the timing of when this contract could be approved.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11248

	T. Contract Number.	11240		Legal Entity	University of Nevada School of Medicine,
			_	Name:	Reno
	Agency Name:	HEALTH DIVISIO	N	Contractor Name:	University of Nevada School of Medicine, Reno
	Agency Code:	406		Address:	UNR School of Medicine
	Appropriation Unit	: 3222-12			Sponsered Projects Admin/325
	Is budget authority available?:	/ Yes		City/State/Zip	Reno, NV 89557-0240
	If "No" please exp	lain: Not Applicable		Contact/Phone:	null775-784-4887
				Vendor No.:	D35000816
				NV Business ID:	Governmental Entity
		cal Year(s) will the co	-	2011-2015	
	What is the source the contractor will	e of funds that will be be paid by multiple f	used to pay the contrac unding sources.	ctor? Indicate the per	centage of each funding source if
	X General Fi		Fees	0.00 %	
	Federal Fu	unds 0.00 %	Bonds	0.00 %	
	Highway F	unds 0.00 %	Other funding	0.00 %	
	Agency Reference				
	2. Contract start date	e:			
	a. Effective upon Examiner's app	Board of No proval?	or b. other effective of	date 07/01/2010	
	Anticipated B	OE meeting date	09/2010		
	Retroactive?	Yes			
	lf "Yes", please ex	plain			
	The program man	nager misundersto	od the contracting req	uirement, assuming	the existing inter-local contract could
	be amended with	out having to go to	BOE.		
	3. Termination Date:				
	Contract term:	4 years and	l 62 days		
	4. Type of contract:	Interlocal A	greement		
	Contract description: Cranio/Facial Clinic				
	5. Purpose of contra	ct:			
	This is a new inte	erlocal agreement t	o provide clerical supp	oort for monthly cra	nio/facial clinics.
	6. NEW CONTRACT	-			
	The maximum am	ount of the contract	for the term of the contra	act is: \$74,620.00	
	Payment for service	ces will be made at t	he rate of \$17,908.00 pe	er year	
	Other basis for pa	yment: computed at	1,492.40 per month x 50) months for the cont	tract term
11	JUSTIFICATION				
II.			he done?		
	7. What conditions re	equire that this work			
	7. What conditions re Cranio/Facial clini coordinate and co	equire that this work cs are not available t nduct these clinics.	hrough private providers	s. Clerical support is	required for the University to schedule,
	Cranio/Facial clinic coordinate and co	cs are not available t nduct these clinics.	hrough private providers		
	Cranio/Facial clini coordinate and co 8. Explain why State	cs are not available t nduct these clinics.	hrough private providers		
	Cranio/Facial clinic coordinate and co 8. Explain why State The State does no 9. Were quotes or pr	cs are not available t nduct these clinics. employees in your a ot have the ability to p oposals solicited?	hrough private providers igency or other State ag provide this service.		
	Cranio/Facial clinic coordinate and co 8. Explain why State The State does no 9. Were quotes or pr	cs are not available t nduct these clinics. employees in your a ot have the ability to p	hrough private providers igency or other State ag provide this service.	encies are not able t	
	Cranio/Facial clinic coordinate and co 8. Explain why State The State does no 9. Were quotes or pr Was the solicitatio Division? a. If yes, list the na	cs are not available t nduct these clinics. employees in your a ot have the ability to p oposals solicited? on (RFP) done by the	hrough private providers igency or other State ag provide this service.	encies are not able t No	
	Cranio/Facial clinic coordinate and co 8. Explain why State The State does no 9. Were quotes or pr Was the solicitatio Division?	cs are not available t nduct these clinics. employees in your a ot have the ability to p oposals solicited? on (RFP) done by the	hrough private providers igency or other State ag provide this service. Purchasing	encies are not able t No No	

b. Soliciation 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?

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)

No

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 part of the University of Nevada System of Higher Education

- 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:

Many and varied contracts with the Nevada State Health Division

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:

User	Signature Date
pweyrick	07/27/2010 10:05:34 AM
pweyrick	07/27/2010 10:05:38 AM
sderouss	07/30/2010 08:48:39 AM
cschmid2	07/30/2010 10:44:19 AM
jborrowm	08/10/2010 15:33:57 PM
jteska	08/20/2010 10:37:21 AM
jteska	08/20/2010 10:37:30 AM
Pending	
	pweyrick pweyrick sderouss cschmid2 jborrowm jteska jteska

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

Bureau of Child, Family & Community Wellness 4150 Technology Way, Suite 210 Carson City, Nevada 89706 Telephone (775) 684-4285 · Fax (775) 684-4245 · Fax (775) 684-5998

May 21, 2010

MEMORANDUM

To: Richard Whitley, MS, Administrator

Through: Phil Weyrick, ASO IV

From: Jack Zenteno, Program Manager

Subject: Request for retroactive start date for Cranio-facial contract

The purpose of this memo is to request a retroactive start date of July 1, 2010 for the Health Division's Cranio-facial contract. The current contract expires June 30, 2010 and is used to fund a 0.45 FTE Administrative Assistant who is responsible for providing support to the Cranio-facial Clinics. Due to the Program Managers confusion related to the Intrastate Interlocal Contract process, the contract was not completed in time for the June Board of Examiners meeting.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT 1 Amendment 1. Contract Number: 11547 Number: University of Utah School of Medicine Legal Entity Name: University of Utah School of Medicine Contractor Name: **HEALTH DIVISION** Agency Name: Address: 295 Chipeta Way, 2S010 Agency Code: 406 Appropriation Unit: 3222-12 Salt Lake City, UT 84108 City/State/Zip Is budget authority Yes available?: Ms. Jagui Bernard 801-587-7410 Contact/Phone: If "No" please explain: Not Applicable T29000319 Vendor No.: NV Business ID: government entity 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. 100.00 % Birth Registration Fees Х Fees General Funds 0.00 % 0.00 % Bonds Federal Funds 0.00 % Other funding 0.00 % 0.00 % Highway Funds Agency Reference #: HD 22-01 2. Contract start date: 10/14/2008 a. Effective upon Board of or b, other effective date No Examiner's approval? 09/2010 Anticipated BOE meeting date **Retroactive?** No If "Yes", please explain Not Applicable 06/30/2012 3. Previously Approved Termination Date: Contract term: 3 years and 260 days Interlocal Agreement 4. Type of contract: **Physician Services** Contract description: 5. Purpose of contract: This is an amendment to the original contract which provides a Nevada licensed physician to conduct Metabolic Clinics in Nevada. This amendment increases the maximum amount from \$168,000 to \$198,000 due to the addition of 6 clinics per year. 6. CONTRACT AMENDMENT \$168,000.00 The maximum amount of the original contract: 1. \$0.00 Total amount of any previous contract amendments: 2. \$30,000.00 3. Amount of current contract amendment: \$198,000.00 New maximum contract amount: 4. **II. JUSTIFICATION** 7. What conditions require that this work be done? The State of Nevada needs to care for children born with metabolic health issues. 8. Explain why State employees in your agency or other State agencies are not able to do this work: There are no licensed Metabolic Clinicians in the State of Nevada. No 9. Were quotes or proposals solicited? No Was the solicitation (RFP) done by the Purchasing Division?

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Soliciation Waiver: Exempt (Per statute)

c. Why was this contractor chosen in preference to other?

Cost and Availability. d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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?
 - 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

No

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

	Nc)	lf
Not	Ap	olicat	le

- 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:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	08/26/2010 16:15:33 PM
Division Approval	pweyrick	08/26/2010 16:15:36 PM
Department Approval	sderouss	08/26/2010 16:43:45 PM
Contract Manager Approval	cschmid2	08/26/2010 16:50:39 PM
Budget Analyst Approval	jborrowm	08/26/2010 16:57:13 PM
Team Lead Approval	jteska	08/27/2010 08:42:08 AM
BOE Agenda Approval	jteska	08/27/2010 08:42:25 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11378

1.	Contract Number:	11378					
						Legal Entity Name:	RENO CARSON MESSENGER SERVICE
	Agency Name:	WELF.	ARE AND S	UPPOR	RΤ.	Contractor Name:	RENO CARSON MESSENGER SERVICE
	Agency Code:	407				Address:	INC
	Appropriation Unit:	3238-0)4				185 MARTIN ST
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89509
	If "No" please expla	ain: No	t Applicable			Contact/Phone:	null775/322-2424
	ii ito piedee infri					Vendor No.:	T60159830
						NV Business ID:	NV19931072732
	To what State Fisca	al Year	(s) will the co	ontract b	e charged?	2011	
	What is the source the contractor will b	of fund	s that will be	e used to	pay the contra	ctor? Indicate the pe	rcentage of each funding source if
	General Fu		0.00 %	U	Fees	0.00 %	
	X Federal Fu		66.00 %		Bonds	0.00 %	
	Highway Fu		0.00 %	х	Other funding	34.00 % State	Share of Collections
~	0 ,				-		
	Contract start date:		f No	or h	other effective	date 07/01/201	0
	 a. Effective upon E Examiner's app 	roval?		0, 0,		uuto 011011200	-
	Anticipated B		eting date	09/2	2010		
	Retroactive?		Yes				
	If "Yes", please exp	olain					
	This contract was		oked in the	FY 11	contract renew	al process.	
•							
3.	Termination Date:		06/30/2011				
	Contract term:		364 days				
4.	Type of contract:		Contract				
	Contract descriptio	on:	Process Se	ervice			
5.	Purpose of contract	ct:					
	This is a new con	tract to	provide pr	ocess s	service for Chil	d Support Enforce	ment documents.
6	NEW CONTRACT						
0.			the contract	for the t	erm of the contr	act is: \$50,000.00	
	Other basis for pay						
J		,,					
	What conditions re	auiro +h	at this work	he done	27		
1.	What conditions re	equire il ait Rodi	at this work	2005 9	tate Child Sunn	ort Offices are requi	red to serve child support enforcement
	documents to non parents.	custodi	al parents in	a timely	y manner. By do	bing so, this will exp	edite child support payments to custodial
я	Explain why State	emplov	ees in vour	agency	or other State ag	gencies are not able	to do this work:
0.	Currently, this is de	one by	local law enf	orceme	nt offices when a	available but they ar	e not always successful in the process
a	Were quotes or pro	oposals	solicited?			Yes	
5.	Was the solicitatio			e Purcha	asing	No	
	a. If yes, list the na	ames of	vendors that	it submit	tted proposals:		
	L						

b. Soliciation Waiver: Not Applicable

II.

F	Reno Carson Messenger Servi	ce offered the best	service at the most competitive price.				
d	I. Last bid date: 12/03/2	2007 Antici	pated re-bid date: 01/03/2011				
0. C	Does the contract contain any	T components?	Νο				
01	THER INFORMATION						
I1. а с	a. Is the contractor a consultan consultant is a person that prov	t that is providing a vides information, a	an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a an opinion, or advice for a fee")				
	No						
t	o. Is the contractor a current er						
_	No If "Yes", is contra his own time? (Pl	ctor planning to rer ease explain)	nder services while on annual leave, compensatory time, sick leave, or on				
N	Not Applicable						
С			tate of Nevada within the past one (1) year?				
	No If "Yes", please p	rovide employment	termination date.				
с	d. Is the contractor employed b	y any of Nevada's	political subdivisions or by any other government?				
	No If "Yes", please e	xplain					
	Not Applicable						
12. F	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 t agency has been verified as satisfactory:							
,	agency has been	verified as satisfac	story:				
	agency has been Currently under contract with D	verified as satisfac	story:				
·	agency has been Currently under contract with D Is the contractor currently invol	verified as satisfac WSS and providin ved in litigation wit	ctory: g satisfactory service. h the State of Nevada?				
13. l:	agency has been Currently under contract with D is the contractor currently invol No If "Yes", please p	verified as satisfac WSS and providin ved in litigation wit	satisfactory service.				
13. I: []	agency has been Currently under contract with D Is the contractor currently invol No If "Yes", please p Not Applicable	verified as satisfac WSS and providin ved in litigation wit rovide details of the	ctory: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract:				
13. I: [1]	agency has been Currently under contract with D is the contractor currently invol No If "Yes", please p	verified as satisfac WSS and providin ved in litigation wit rovide details of the	ctory: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract:				
13. I: [1] 14. T	agency has been Currently under contract with D is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with	verified as satisfac WSS and providin ved in litigation wit rovide details of the th the Nevada Secr	ctory: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a:				
13. 14. 14. 15. a 16. a	agency has been Currently under contract with D Is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes	verified as satisfac WSS and providin ved in litigation with rovide details of the same as the legal f current Nevada Sta	story: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name? ate Business License (SBL)?				
13. 14. 14. 15. a 16. a	agency has been Currently under contract with D Is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes	verified as satisfac WSS and providin ved in litigation with rovide details of the same as the legal f current Nevada Sta	story: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name?				
13. I: 14. 1 15. a 16. a 17. a	agency has been Currently under contract with E is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and	verified as satisfac WSS and providin ved in litigation with rovide details of the the Nevada Security same as the legal for current Nevada Standing v	e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name?				
13. 1: 14. 7 14. 7 15. a 16. a 17. a 18. / 19. (agency has been Currently under contract with D Is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and Yes Agency Field Contract Monitor Contract Status:	verified as satisfac WSS and providin ved in litigation with rovide details of the the Nevada Security same as the legal for current Nevada Standing v	story: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name? ate Business License (SBL)?				
13. 1: 14. 7 14. 7 15. a 16. a 17. a 18. / 19. (agency has been Currently under contract with D Is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and Yes Agency Field Contract Monitor	verified as satisfac WSS and providin ved in litigation with rovide details of the the Nevada Security same as the legal for current Nevada Standing v	e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name?				
113. 1: 113. 1: 114. 1 114. 1 115. a 115. a 116. a 117. a 118. / 119. (agency has been Currently under contract with E Is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and Yes Agency Field Contract Monitor Contract Status: Contract Approvals:	verified as satisfac WSS and providin ved in litigation with rovide details of the the Nevada Security same as the legal for current Nevada Sta in good standing w	story: g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name? ate Business License (SBL)? with the Nevada Secretary of State's Office?				
13. 1: 113. 1: 114. 1 114. 1 15. a 115. a 115. a 117. a 118. A 119. (agency has been Currently under contract with E is the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and Yes Agency Field Contract Monitor Contract Status: Contract Approvals: Approval Level	verified as satisfac WSS and providin ved in litigation with rovide details of the th the Nevada Secu- same as the legal B current Nevada Sta in good standing v : User	g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name? ate Business License (SBL)? with the Nevada Secretary of State's Office? Signature Date 07/23/2010 15:20:22 PM 08/05/2010 14:19:57 PM				
13. 1: 113. 1: 114. 1 114. 1 15. a 115. a 115. a 117. a 118. A 119. (agency has been Currently under contract with E s the contractor currently invol No If "Yes", please p Not Applicable The contractor is registered with Nevada Corporation a. Is the Contractor Name the Yes a. Does the contractor have a Yes a. Is the legal entity active and Yes Agency Field Contract Monitor Contract Status: Contract Approvals: Approval Level Budget Account Approval	verified as satisfac WSS and providin ved in litigation with rovide details of the the Nevada Secret same as the legal for current Nevada Stan- in good standing w User tdufresn	g satisfactory service. h the State of Nevada? e litigation and facts supporting approval of the contract: retary of State's Office as a: Entity Name? ate Business License (SBL)? with the Nevada Secretary of State's Office? Signature Date 07/23/2010 15:20:22 PM				

Contract Manager Approva Budget Analyst Approval Team Lead Approval BOE Agenda Approval BOE Final Approval

jteska

jteska

jteska

Pending

Page 2 of 2

08/20/2010 10:14:50 AM

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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

July 7, 2010

TO:	Julia Teska, Budget Analyst V Budget and Planning Division	RECEIVED		
VIA:	Mike Willden, Director Department Of Health And Human Services	AUG 1 0 2010 Department of administration Office of the Director Budget and Planning Division		
FROM:	Jason Holm, ASO II	BUDGET AND PLANNING DIVISION		
RE:	Retroactive approval of the contract between the Div Services and Reno-Carson Messenger Service.	vision of Welfare and Supportive		

The Division of Welfare and Supportive Services is requesting a retroactive approval of the above referenced contract to July 1, 2010.

This contract was overlooked in the FY 11 contract renewal process.

Thank you for your assistance in this matter.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11251

1.	Contract Number:	11251				
					Legal Entity Name:	DIVISION OF CHILD & FAMILY SVC
	Agency Name:		AND SUPPOF	RT	Contractor Name:	DIVISION OF CHILD & FAMILY SVC
	Agency Code:	407			Address:	4126 TECHNOLOGY WAY FL 3
	Appropriation Uni	t: 3267-21				
	Is budget authorit available?:		Yes		City/State/Zip	CARSON CITY, NV 89706-2023
	If "No" please exp	lain: Not App	olicable		Contact/Phone:	Melissa Faul 775-684-4439
	•				Vendor No.:	D40900000
					NV Business ID:	D40900000
	To what State Fis	cal Year(s) w	ill the contract I	be charged?	2011-2014	
	What is the source of funds that wi the contractor will be paid by multi			o pay the contrac sources.		rcentage of each funding source if
	General F	unds 0.0	0 %	Fees	0.00 %	
	X Federal F	unds 100.0	0 %	Bonds	0.00 %	
	Highway I	unds 0.0	0 %	Other funding	0.00 %	
2	Contract start dat	e:				
۷.	a. Effective upon Examiner's ap	Board of	Yes or b	. other effective c	late: NA	
	•	BOE meeting	date 09/2	2010		
	Retroactive?		No			
	lf "Yes", please e	xplain				
	Not Applicable					
3.	Termination Date	: 06/3	0/2014			
	Contract term:		ears and 303 d	ays		
4.	Type of contract:	Inte	rlocal Agreem	ent		
	Contract descript	ion: Chi l	dcare Licensi	ng		
5.	Purpose of contra	act:				
	This is a new int through 7 years	erlocal agree of age.	ement to provi	ide childcare lic	ensing and monito	ring activities for children from birth
6	NEW CONTRAC	т				
	The maximum ar	nount of the c	ontract for the	term of the contra	act is: \$5,885,608.0	00
	Other basis for pa	ayment: Actua	al per invoice			
II. J	USTIFICATION					
7	What conditions	require that th	is work be don	e?		
	DWSS receives in Nevada. This	ederal Child contract is de	Care Developn signed to help	nent Funds (CCE reduce the risk of atment of children	DCES has the res	o improve the quality of childcare services aced in childcare outside of their own home ponsibility for initial licensing, continued or more children not licensed by local
8	. Explain why Stat	e employees	in your agency	or other State ag	encies are not able	to do this work:
	DCFS is a State	Agency and h	as the expertis	e to provide thes	e services.	
9	. Were quotes or p	proposals soli	cited?		No	
	Was the solicitati Division?			asing	No	
	a. If yes, list the	names of ven	dors that submi	itted proposals:		

Not Applicable

b. Soliciation 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?

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)

No

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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If ' 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	07/16/2010 10:23:36 AM
Division Approval	msmit5	08/10/2010 16:26:56 PM
Department Approval	sderouss	08/12/2010 07:14:15 AM
Contract Manager Approval	iholm	08/12/2010 07:46:08 AM
Budget Analyst Approval	iteska	08/20/2010 09:05:58 AM
Team Lead Approval	iteska	08/20/2010 09:06:03 AM
BOE Agenda Approval	iteska	08/20/2010 09:06:12 AM
BOE Final Approval	Pending	
DUE Final Approval	ronung	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11278

1.	Contract Number: 11278	3		Hansen Hunter & Company PC		
			Legal Entity Name:			
	Agency Name: MENI DEVE	TAL HEALTH AND ELOPMENTAL SERVICES	Contractor Name:	Hansen Hunter & Company PC		
	Agency Code: 408		Address:	8930 SW Gemini Drive		
	Appropriation Unit: 3162-	-04				
	Is budget authority available?:	Yes	City/State/Zip	Beaverton, OR 97008		
	If "No" please explain: No	ot Applicable	Contact/Phone:	null800-547-3159		
			Vendor No.:			
			NV Business ID:	NV20101244381		
	To what State Fiscal Year	r(s) will the contract be charged?	2011-2014			
	What is the source of function the contractor will be paid	ds that will be used to pay the contra I by multiple funding sources.		rcentage of each funding source if		
		100.00 % Fees	0.00 %			
	Federal Funds	0.00 % Bonds	0.00 %			
	Highway Funds	0.00 % Other funding	0.00 %			
2	Contract start date:					
۷.	a. Effective upon Board	of No or b. other effective	date 09/14/201	D		
	Examiner's approval?					
	Anticipated BOE me	eting date 09/2010				
	Retroactive?	No				
	If "Yes", please explain					
	Not Applicable					
3.	Termination Date:	06/30/2014				
	Contract term:	3 years and 290 days				
4	Type of contract:	Contract				
	Contract description:	Medicare Cost Report				
5	Purpose of contract:					
	This is a new contract t	o prepare and submit required Me	dicare Cost Report	s to Mutual of Omaha on behalf of		
6	NEW CONTRACT					
5	The maximum amount of	f the contract for the term of the conti	ract is: \$119,000.00			
		Developments of \$17,025,00 to be made	a upon completion of	each SEY Medicare Cost Report and		
	submission to and accep		earch, review and pr	eparation of additional information required		
J	USTIFICATION					
7	. What conditions require	that this work be done?				
	Requirement of Health C	Care Financing Administration (HCFA	.) for participation in I	Medicare and Medicaid reimbursement		
8		yees in your agency or other State a				
0	Explain why old to employee the standing federal regulations and cost report preparation. Professional expertise is					

9. Were quotes or proposals solicited?Was the solicitation (RFP) done by the PurchasingNoDivision?

a. If yes, list the names of vendors that submitted proposals:

II.

Not Applicable			
b. Soliciation Waiver: Exempt	t (Per statute)		
c. Why was this contractor ch			
NAC333.150			
d. Last bid date:	Anticipated re	-bid date:	
Does the contract contain any	/ IT components?	No	

10. Does the contract contain any IT components?

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?
 - If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on No his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

If "Yes", please provide employment termination date. No

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

If "Yes", please explain No

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?
 - If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified Yes agency has been verified as satisfactory:

2006 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

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
		06/25/2010 09:37:03 AM
Budget Account Approval	wkirby	
Division Approval	wkirby	06/25/2010 09:37:06 AM
Department Approval	sderouss	08/09/2010 08:55:43 AM
Contract Manager Approval	cweil	08/09/2010 10:48:43 AM
Budget Analyst Approval	rhage1	08/11/2010 09:39:11 AM
Team Lead Approval	jteska	08/20/2010 10:16:48 AM
BOE Agenda Approval	jteska	08/20/2010 10:18:35 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

- 1. Contract Number: 11509 Legal Entity Interactive Voice Applications, Inc. Name: Contractor Name: Interactive Voice Applications, Inc. MENTAL HEALTH AND Agency Name: **DEVELOPMENTAL SERVICES** P.O. Box 670991 Address: Agency Code: 408 Appropriation Unit: 3168-04 Dallas, TX 75367 City/State/Zip Is budget authority No available?: null214-369-2486 If "No" please explain: Work Program C18615 will be Contact/Phone: submitted to create revenue and expenditure authority in Budget Account 3168 for approval at the September 13, 2010 Interim Finance Committee meeting. Vendor No.: NV Business ID: Pending 2011-2013 To what State Fiscal Year(s) will the contract be charged? 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. 0.00 % 0.00 % Fees General Funds 0.00 % Bonds Federal Funds 0.00 % 100.00 % Cost Allocation Plan reimbursements Other funding 0.00 % Х **Highway Funds** Agency Reference #: 408 2. Contract start date: NA Yes or b, other effective date: Effective upon Board of a. Examiner's approval? 09/2010 Anticipated BOE meeting date No **Retroactive?** If "Yes", please explain Not Applicable 3. Termination Date: 04/14/2013 2 years and 226 days Contract term: 4. Type of contract: Contract Contract description: **RMS System**
- 5. Purpose of contract:

The contractor will provide implementation, training and yearly hosting for a random moment sample (RMS) system which will enable the automated generation, delivery, collection, and analysis of random moment samples. This includes generation of reports required by federal funding regulations. It should be noted that MHDS recently implemented a Center for Medicaid/Medicare Services (CMS) required cost allocation plan (CAP). This RMS system is part of the implementation of the CAP. 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. THE AGENCY IS REQUESTING ADDITIONAL EXPENDITURE AUTHORITY THROUGH WORK PROGRAM C18615 AT THE SEPTEMBER 10, 2010 INTERIM FINANCE COMMITTEE MEETING. APPROVAL OF THIS CONTINGENT UPON THE AGENCY RECEIVING SUFFICIENT ADDITIONAL AUTHORITY.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,558.00** Other basis for payment: **\$17,683** for FY 11, **\$7,500** for FY 12, and **\$4,375** for FY 13.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal requirements mandate that State agencies collect and analyze random moment samples that demonstrate activities performed in order to administer and accurately report on federal programs, such as serving Medicaid-eligible consumers. As a benefit to the CAP, MHDS anticipates receiving increased Medicaid administrative funds.

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? Yes
Was the solicitation (RFP) done by the Purchasing No
Division?

a. If yes, list the names of vendors that submitted proposals:

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Interactive Voice Applications received the highest score from the evaluation committee.

d. Last bid date: 01/01/2009 Anticipated re-bid date: 01/01/2013

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:

Division of Welfare and Supportive Services, and 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:
 Other Vendor is in process of obtaining a Nevada State Business License.
- 15. a. Is the Contractor Name the same as the legal Entity Name?

No

16. a. Does the contractor have a current Nevada State Business License (SBL)?

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.

Vendor is in process of obtaining a Nevada State Business License.

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.

Vendor is in process of obtaining a Nevada State Business License.

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level Budget Account Approval

sderouss

User

Signature Date 08/18/2010 15:43:14 PM

Yes

Division Approval Department Approval Contract Manager Approval DoIT Approval Budget Analyst Approval Team Lead Approval BOE Agenda Approval BOE Final Approval sderouss sderouss wkirby csweeney jborrowm jteska jteska Pending 08/18/2010 15:43:19 PM 08/18/2010 15:43:24 PM 08/18/2010 16:01:19 PM 08/18/2010 16:32:10 PM 08/19/2010 11:24:28 AM 08/20/2010 10:48:41 AM 08/20/2010 10:48:46 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11405

			Legal Entity Name:	Psychoeducational Consultants, LLC
Agency Name:	MENTAL HEALTH DEVELOPMENTA		Contractor Name:	Kevin Crowe, EdD
Agency Code:	408		Address:	2480 Merritt Drive
Appropriation Unit:	3168-15			
Is budget authority available?:	Yes		City/State/Zip	Carson City, NV 89701
If "No" please expla	in: Not Applicable		Contact/Phone:	null775-881-8049
			Vendor No.:	
			NV Business ID:	NV20081199040
To what State Fisca		•	2011	
the contractor will be	e paid by multiple fu	used to pay the contra inding sources.	ctor? Indicate the per	centage of each funding source if
General Fun	ds 0.00 %	Fees	0.00 %	
X Federal Fun	ds 100.00 %	Bonds	0.00 %	
Highway Fur	nds 0.00 %	Other funding	0.00 %	
Agency Reference #	t: 408			
2. Contract start date:				
a. Effective upon Bo Examiner's appro	oard of No oval?	or b. other effective	date 10/01/2010	
Anticipated BO	E meeting date	09/2010		
Retroactive?	No			
If "Yes", please expl	ain			
Not Applicable			······································	
3. Termination Date:	06/30/2011			
Contract term:	272 days			
. Type of contract:	Contract			
Contract description:		Sanvica		
•	FIORESSIONAL	Service		
. Purpose of contract:		al services to the Nev		

Services (NCMHDS). Services will include basic commission meeting participation and business, facilitate development of Children Mental Health State Plan, NCMHDS member orientation, establish/maintain relationships with stakeholders, track legislation, facilitate strategic planning process, research and data analysis, and develop public relations materials.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$22,440.00

Payment for services will be made at the rate of \$45.00 per hour

Other basis for payment: Travel will be reimbursed per state and GSA established rates, the total amount not to exceed \$3,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS Chapter 433 established the Mental Health Commission in 1975. The duties include policy development and the adoption of regulations for the care and treatment of persons with mental illness. The Commission is in need of a professional staff person to assist in carrying out its duties as mandated by law.

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 time available to provide the professional services needed by the Commission.

9. Were quotes or proposals solicited?

40

	a. If yes, list the names of vendors that submitted proposals:								
	b. Soliciation Waiver: Not Applicable								
	c. Why was this contractor chosen in preference to other?								
	The vendor chosen worked for the Division of Mental Health and Developmental Services for several years before retiring in October 2008.								
	d. Last bid date: 05/20/2010 Anticipated re-bid date: 04/01/2011								
0.	Does the contract contain any IT components? No								
(OTHER INFORMATION								
1.	 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								
	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								
2	No If "Yes", please explain Not Applicable								
2.	No If "Yes", please explain								
,	No If "Yes", please explain Not Applicable 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								
	No If "Yes", please explain Not Applicable 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								
3.	No If "Yes", please explain Not Applicable 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:								
3. [1 .	No If "Yes", please explain Not Applicable 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 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:								
3. [1 .	No If "Yes", please explain Not Applicable 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 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 The contractor is registered with the Nevada Secretary of State's Office as a:								
3. [1. 5.	No If "Yes", please explain Not Applicable 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 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 The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation a. Is the Contractor Name the same as the legal Entity Name?								

- 18. Agency Field Contract Monitor:
- 19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhefne1	08/06/2010 15:46:38 PM
Division Approval	wkirby	08/06/2010 15:49:29 PM
Department Approval	sderouss	08/09/2010 08:56:44 AM
Contract Manager Approval	wkirby	08/09/2010 09:36:23 AM
Budget Analyst Approval	rhage1	08/11/2010 09:35:01 AM
Team Lead Approval	jteska	08/20/2010 09:57:54 AM
BOE Agenda Approval	jteska	08/20/2010 09:57:58 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

. C	DESCR	PTION OF	CONTI	RACT			
	1. Contra	act Number:	11014			Amendment Number:	2
						Legal Entity Name:	ZirMed, Inc.
	Ageno	cy Name:		AL HEALTH		Contractor Name:	ZirMed, Inc.
	Ageno	cy Code:	408			Address:	626 W. Main St.
	-	priation Unit:	3168-	04			6th Floor
	• •	iget authority		Yes		City/State/Zip	Louisville, KY 40202
	lf "No	" please expl	ain: No	t Applicable		Contact/Phone:	Jim Lacy 877-494-7633
						Vendor No.:	
						NV Business ID:	NV20101524863
	To wh	nat State Fisc	al Year	(s) will the cor	ntract be charged?	2010-2011	
	What	is the source	of fund	is that will be	used to pay the contra nding sources.	actor? Indicate the pe	rcentage of each funding source if
	х	General Fu		100.00 %	Fees	0.00 %	
		Federal Fu	nds	0.00 %	Bonds	0.00 %	
		Highway F	unds	0.00 %	Other funding	0.00 %	
	2 Contr	act start date	1				
	a. Ef	fective upon aminer's app	Board o	of No	or b. other effective	date 04/29/2010)
		Anticipated B		eting date	08/2010		
	Retro	active?		Yes			
	If "Ye	s", please ex	plain				
	This	amendment	needs	to be retroac	tive to December 20	09 to reconcile end-	of-the-year claim volume charges.
	3. Previ Term	ously Approv ination Date:	ed	12/31/2010			
	Conti	ract term:		1 year and 6	2 days		
	4. Type	of contract:		Contract			
		ract description	on:	Electronic E	lilling		
	5. Purp	ose of contra	ct:				
				o the original	contract, which pro	vides billing clearin	ghouse services in support of mental
	healt	h agency bi	lling an	d revenue co	llection activities. U	se of clearingnouse mendment #2 will e	will enhance edit capabilities, reduce ktend the term of the contract through unt from \$48,107 to \$100,454, an
	incre	ase of \$52,3	47.				
	6. CON	TRACT AME					
	1.				ginal contract:		\$9,995.00
	2.				entract amendments:		\$38,112.00
	3.	Amount of	current	contract ame	ndment:		\$52,347.00
	4.			ntract amount			\$100,454.00
		and/or the	termina	ation date of th	e original contract has	s changed to:	06/30/2011
	шети						

II. JUSTIFICATION

7. What conditions require that this work be done?

In accordance with the Office of the State Controller's Accounting Policies and Procedures manual and agency guidelines, billing for outpatient/inpatient services will be completed in a regular timely pattern, either monthly or as services are performed. ZirMed contract will allow billing to be completed on a regular basis with a minimum amount of errors/denials, increased analytic tools and oversight capability.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

	Reporting, edit services and claim currently in place with the agency.	management function	ns are proprietary to ZirMed and are not duplicated with software			
٩	Were quotes or proposals solicited	?	Yes			
0.	Was the solicitation (RFP) done by the Purchasing No Division?					
	a. If yes, list the names of vendors	that submitted propo	osals:			
	b. Soliciation Waiver: Not Applica	ble				
	c. Why was this contractor chosen		er?			
			ates for clearing house services: XactiMed, SSI Group, and ZirMed,			
	Contractor will continue to provide	existing services unt	il June 30, 2011 in accordance with proposed contract amendment.			
	d. Last bid date: 06/01/2007		re-bid date: 01/01/2011			
10.	. Does the contract contain any IT c	omponents?	No			
III. C	OTHER INFORMATION					
	a is the contractor a consultant the	at is providing an opi	nion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a			
	consultant is a person that provide No	s information, an opi	nion, or advice for a fee")			
	b. Is the contractor a current emplo					
	No If "Yes", is contractor his own time? (Please	planning to render se e explain)	ervices while on annual leave, compensatory time, sick leave, or on			
	Not Applicable					
	c. Was the contractor formerly emp	oloyed by the State o	f Nevada within the past one (1) year?			
	No If "Yes", please provid	de employment termi	nation date.			
	d. Is the contractor employed by ar	ny of Nevada's politic	al subdivisions or by any other government?			
	No If "Yes", please expla	in				
	Not Applicable					
12.	. Has the contractor ever been enga					
	No If "Yes", specify wher agency has been veri	and for which agend ified as satisfactory:	cy and indicate if the quality of service provided to the identified			
	Not Applicable					
13.	. Is the contractor currently involved	in litigation with the	State of Nevada?			
			tion and facts supporting approval of the contract:			
	Not Applicable					
14.	. The contractor is registered with th Foreign Corporation	e Nevada Secretary	of State's Office as a:			
15.	. a. Is the Contractor Name the sam	e as the legal Entity I	Name?			
	Yes					
16.	. a. Does the contractor have a curro Yes	ent Nevada State Bu	siness License (SBL)?			
17.	. a. Is the legal entity active and in g Yes	ood standing with the	e Nevada Secretary of State's Office?			
18	. Agency Field Contract Monitor:					
	. Contract Status:					
19.	Contract Approvals:					
	Approval Level	User	Signature Date			
	Budget Account Approval	wkirby	07/22/2010 10:33:04 AM			
	Division Approval	wkirby	07/22/2010 10:33:08 AM			
	Department Approval	sderouss	07/22/2010 16:12:16 PM			
	Contract Manager Approval	wkirby	07/22/2010 16:27:14 PM			
	Budget Analyst Approval	rhage1	07/23/2010 12:29:34 PM			

Team Lead Approval BOE Agenda Approval jteska jteska



STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES 4126 Technology Way, Suite 201 Carson City, Nevada 89706 Phone (775) 684-5943 • Fax (775) 684-5966

JIM GIBBONS Governor MICHAEL J. WILLDEN Director

HAROLD COOK, Ph.D. Administrator DEE McLELLAN Deputy Administrator

July 21, 2010

Robin Hager, Budget Analyst IV
Harold Cook, Ph.D., Administrator
Dave Prather, ASO IV 🌮
Colleen Murphy, ASO III 🕉
ZirMed Retroactive Contract Approval

RECEIVED JUL 2 3 2010 DEPARTMENT OF ADMINISTRATION OFFICE OF THE DIRECTOR BUDGET AND PLANNING DWISHON

The ZirMed contract provides mental health medical services billing clearinghouse functions for the Division of Mental Health and Developmental Services. Vendor rates are set by claim volume, which does not remain constant due to variances in monthly caseload and billable services.

As of June 30, 2010, this contract retroactively requires \$17,643 in contract authority to reconcile the SFY10 year-end difference in rate adjustments and to cover the transaction overage costs. In order to continue the contract through SFY11, it is estimated that \$34,704 is required (based on the most recent 12-month average monthly cost). We do not expect an increase in caseload, billable services, or claims at this time and project this total request of \$52,347 will suffice through the contract term.

We seek your approval of this request so that revenue collections may continue through SFY11. In an effort to remedy the need for any further retroactive contracts, staff plan to work closely with the vendor to reduce additional transaction rates and will consider incorporating caseload statistics in future contract negotiations. Please contact me at (775) 684-5971 if you have any further questions.

	ZirMed Calc	ulation	 	<u></u>		
То	From		Rate	Mos		Total
Dec-2008	Dec-2010	Rate Adj. (RevisedRate-OldRate)	\$ 1,146	24	\$	27,504
Jan-2011	Jun-2011	Extend Term	\$ 2,734	6	\$	16,404
Dec-2008	Jun-2011	Contingency: Transaction Overages			\$	8,439
			 <u> </u>		\$	52,347
					[
		Estimate SFY11 Need (\$2,892 Avg Mo Cost)	\$ 34,704			
		Balance Need as of July 1, 2010	\$ 17,643	<i>(</i>]	
		Amendment Amount	\$ 52,347			

Zi	rMed Calculat	ion for Amendment	 			
То	From		Rate	Mos		Total
Dec-2008	Dec-2010	Rate Adj. (RevisedRate-OldRate)	\$ 1,146	24	\$	27,504
Jan-2011	Jun-2011	Extend Term	\$ 2,734	6	\$	16,404
Dec-2008	Jun-2011	Contingency: Transaction Overages			\$	8,439
			 		\$	52,34
	c				Γ	
		FY11 Need (\$2,892 Avg Mo Cost)	\$ 34,704			
	B	alance Need as of July 1, 2010	\$ 17,643			
	А	mendment Amount	\$ 52,347	<u> </u>		

- ----

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

DIDTION OF CONTRACT I.

I.	D	ESCRIPTION OF	CONTRACT				
	1.	Contract Number:	10169		Amendment Number:	1	
					Legal Entity Name:	KIMBERLY MOLNAR MFT LTD	
		Agency Name:	CHILD AND FAMILY	SERVICES	Contractor Name:	KIMBERLY MOLNAR MFT LTD	
		Agency Code:	409		Address:	8620 S EASTERN AVE STE 17	
		Appropriation Unit:	1383-23				
		Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89123	
		If "No" please expla	ain: Not Applicable		Contact/Phone:	null702/617-3390	
					Vendor No.:	T29009061	
					NV Business ID:	NV20051125327	
		To what State Fisc	al Year(s) will the cont	ract be charged?	2010-2011		
		What is the source the contractor will b	of funds that will be us be paid by multiple fund	sed to pay the contra ding sources.	ctor? Indicate the per	rcentage of each funding source if	
		X General Fu	nds 100.00 %	Fees	0.00 %		
		Federal Fu	nds 0.00 %	Bonds	0.00 %		
		Highway Fu	unds 0.00 %	Other funding	0.00 %		
	2	Contract start date:					
		•	DE meeting date	09/2010			
		Retroactive?	No				
		If "Yes", please exp	olain				
		Not Applicable					
	3.	Previously Approve Termination Date:	ed 06/30/2011				
		Contract term:	1 year and 14	0 days			
	4.	Type of contract:	Contract				
		Contract descriptio	n: Counseling				
	5	Purpose of contrac	t:				
		This is an amendr	nent to the original c ncreases the maxim			e juvenile sex offender assessments. .00 due to the addition of budget	
	6.	CONTRACT AMEN	IDMENT				
		1. The maximu	um amount of the origi	nal contract:		\$10,848.00	
		2. Total amour	nt of any previous cont	ract amendments:		\$0.00	
		3. Amount of c	urrent contract amend	lment:		\$10,000.00	
		4. New maxim	um contract amount:			\$20,848.00	
11.	JUSTIFICATION						
	7.	What conditions red	quire that this work be	done?			
		Assessment of you determination. Rec	th with sexual behavio	r problems is a highly eded to guide treatme	y specialized service. ent planning, placeme	Risk to others/community is a part of the ent decisions and reunification with the	
	8		employees in your age		encies are not able to	o do this work:	
	0.					ployees in this region qualified to provide	

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?

Was the solicitation (RFP) done by the Purchasing Division?

a. If yes, list the names of vendors that submitted proposals:
b. Soliciation Waiver: Not Applicable
c. Why was this contractor chosen in preference to other?
Multiple contracts are issued state wide.
d. Last bid date: Anticipated re-bid date:

No

No

10. Does the contract contain any IT components?

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)

1	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 Child and Family Services-8/22/08-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 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	07/16/2010 09:16:55 AM
Division Approval	dkluever	07/16/2010 09:17:00 AM
Department Approval	sderouss	07/30/2010 06:28:51 AM
Contract Manager Approval	rjacob3	07/30/2010 10:48:51 AM
Budget Analyst Approval	nhovden	08/02/2010 11:13:00 AM
Team Lead Approval	jteska	08/20/2010 09:55:51 AM
BOE Agenda Approval	jteska	08/20/2010 09:55:55 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1 Contract Number: 11432

1	I. Contra	act Number:	11432				
						Legal Entity Name:	AMEC Earth & Environmental, Inc.
	Ageno	cy Name:	ADJUTAN GUARD	IT GENER/	AL & NATL	Contractor Name:	AMEC Earth & Environmental, Inc.
	Ageno	cy Code:	431			Address:	Attn: Brian R. Sovik
	-	priation Unit:	3650-16				1405 West Auto Drive
	• •	Iget authority		Yes		City/State/Zip	Tempe, AZ 85284-1016
	lf "No'	" please expl	ain: Not Ap	plicable		Contact/Phone:	Brian R. Sovik 480-940-2320
						Vendor No.:	
						NV Business ID:	NV19941068472
	To wh	at State Fisc	al Year(s) w	vill the conti	ract be charged?	2011-2012	
	What the co	is the source Intractor will b	of funds that be paid by n	at will be us nultiple fund	sed to pay the contra ding sources.	ctor? Indicate the pe	rcentage of each funding source if
		General Fu		00 %	Fees	0.00 %	
	х	Federal Fu	nds 100.	00 %	Bonds	0.00 %	
		Highway Fi	unds 0.	00 %	Other funding	0.00 %	
	Ageno	cy Reference		MD 21-2010	0		
	0	•					
4		act start date		Vac	or b. other effective	date: NA	
	a. En Ex	fective upon l aminer's app	roval?	163 (
		Anticipated B		date	09/2010		
		active?		No			
				NO			
		s", please ex	Jiaili				
		pplicable					
		nation Date:		30/2011			
	Contra	act term:	1 ye	ear and 12	0 days		
4	4. Type	of contract:	Coi	ntract			
	Contr	act descriptic	n: GIS	6 Geoengir	neering		
1	5. Purpo	se of contrac	:t:				
	This	is a new con ding all nece	tract to per	rform profe umentatio	essional Geoengine n.	ering services and	related software support to include
1	6 NEW	CONTRACT					
	••••••••••••••••••••••••••••••••••••••		ount of the o	contract for	the term of the contr	act is: \$44,877.00	
	Pavm	ent for servic	es will be m	hade at the	rate of \$44,877.00 p		
					rate of \$44,877.00 p ly, not to exceed \$44	er null	
11.	Other	basis for pay			rate of \$44,877.00 p ly, not to exceed \$44	er null	
	Other	basis for pay	vment: invoi	iced monthl	ly, not to exceed \$44	er null	
	Other JUSTIF 7. What	basis for pay	vment: invoi quire that th reau require	iced monthl his work be es that an c	ly, not to exceed \$44 done? on-call geographic inf	er null ,877.00	S) Engineer be available to meet the GIS
	Other JUSTIF 7. What Nation Stand	basis for pay FICATION conditions re nal Guard Bu lards and Re	vment: invoi quire that th reau require quirements	iced monthl his work be es that an c of Geospat	ly, not to exceed \$44 done? on-call geographic inf tial Data.	er null ,877.00 formation system (GI	
	Other JUSTIF 7. What Natio Stanc 8. Expla	basis for pay FICATION conditions re nal Guard Bu lards and Re in why State	vment: invoi quire that th reau require quirements employees	iced monthl his work be es that an c of Geospat in your age	ly, not to exceed \$44 done? on-call geographic inf tial Data. ency or other State as	er null ,877.00 formation system (GI gencies are not able	
	Other JUSTIF 7. What Natio Stand 8. Expla	basis for pay FICATION conditions re nal Guard Bu lards and Re in why State cy personnel	vment: invoi quire that th reau require quirements employees do not poss	iced monthl his work be es that an c of Geospat in your age sess necess	ly, not to exceed \$44 done? on-call geographic inf tial Data. ency or other State as	er null ,877.00 formation system (GI gencies are not able	to do this work:
	Other JUSTIF 7. What Nation Stand 8. Expla Agen 9. Were Was	basis for pay FICATION conditions re nal Guard Bu lards and Re in why State cy personnel quotes or pro the solicitatio	vment: invoi quire that th reau require quirements employees do not poss oposals soli	iced monthl his work be es that an c of Geospat in your age sess necess icited?	ly, not to exceed \$44 done? on-call geographic inf tial Data. ency or other State as sary skills and certific	er null ,877.00 formation system (GI gencies are not able cations to perform rec	to do this work:
	Other JUSTIF 7. What Nation Stand 8. Expla Agen 9. Were Was Divisi	basis for pay FICATION conditions re- nal Guard Bu lards and Re- lards a	rment: invoi quire that th reau require quirements employees do not poss oposals soli n (RFP) dor	iced monthl his work be es that an c of Geospat in your age sess necess he by the P	ly, not to exceed \$44 done? on-call geographic inf tial Data. ency or other State ag sary skills and certific urchasing	er null ,877.00 formation system (GI gencies are not able cations to perform red No	to do this work:
	Other JUSTIF 7. What Natio Stand 8. Expla Agen 9. Were Was Divisi a. If y	basis for pay FICATION conditions re- nal Guard Bu lards and Re- lards a	rment: invoi quire that th reau require quirements employees do not poss oposals soli n (RFP) dor	iced monthl his work be es that an c of Geospat in your age sess necess he by the P	ly, not to exceed \$44 done? on-call geographic inf tial Data. ency or other State as sary skills and certific	er null ,877.00 formation system (GI gencies are not able cations to perform red No	to do this work:

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

c. Why was this contractor chosen in preference to other?

Per NAC 333.150, vendor has requisite skills and certifications to perform professional GIS engineering.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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 Office of the Military contracted with this vendor in FY10 and the services provided are 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	criley	07/30/2010 10:24:20 AM
Division Approval	criley	07/30/2010 10:24:24 AM
Department Approval	criley	07/30/2010 10:24:28 AM
Contract Manager Approval	criley	07/30/2010 10:24:32 AM
Budget Analyst Approval	jborrowm	08/11/2010 09:44:08 AM
Team Lead Approval	jteska	08/20/2010 10:20:41 AM
BOE Agenda Approval	jteska	08/20/2010 10:20:49 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1 Contract Number: 11503

1.	Contract Number:	11503					
			Legal Entity Name:	AUTOMATED TEMPERATURE CONTROLS			
		ADJUTANT GENERAL & NATL GUARD	Contractor Name:	AUTOMATED TEMPERATURE CONTROLS			
	Agency Code:	431	Address:	INC			
	Appropriation Unit:			8535 DOUBLE R BLVD			
	Is budget authority available?:	Yes	City/State/Zip	RENO, NV 89511			
	If "No" please expla	in: Not Applicable	Contact/Phone:	null775/826-7700			
			Vendor No.:	PUR0003825			
			NV Business ID:	NV19871039226			
	To what State Fisca	Il Year(s) will the contract be charged?	2011				
	What is the source of	of funds that will be used to pay the contra	ctor? Indicate the pe	rcentage of each funding source if			
	the contractor will be	e paid by multiple funding sources.					
	General Fur	nds 0.00 % Fees	0.00 %				
	X Federal Fun		0.00 %				
	Highway Fu	nds 0.00 % Other funding	0.00 %				
	Agency Reference	#: NVMD # 24-2010					
2	Contract start date:						
	a. Effective upon B Examiner's appr	oard of Yes or b. other effective oval?	date: NA				
	Anticipated BC	DE meeting date 09/2010					
	Retroactive?	Νο					
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:	12/30/2010					
	Contract term:	120 days					
4.	Type of contract:	Contract					
	Contract description	n: Install HVAC DDC					
5.	Purpose of contract	t:		(U)(AC) Direct Digital Control (DDC)			
	This is a new cont system in the Con	rract to install a Heating, Ventilation, an nbined Support Maintenance Shop (CSI	d Air Conditioning (MS).	HVAC) Direct Digital Control (DDC)			
6.	NEW CONTRACT						
	The maximum amo	ount of the contract for the term of the cont	ract is: \$94,603.57				
	Other basis for pay	ment: As invoiced per percentage of job c	ompletion.				
. J	USTIFICATION						
7	What conditions re	guire that this work be done?					
	A DDC will save a	substantial amount of energy and dollars.		t l dián condu			
8	Explain why State	employees in your agency or other State a	gencies are not able	to do this work:			
	Agency personnel	do not possess requisite skills to perform t	his work.				
9	. Were quotes or pro	pposals solicited?	No				
	Was the solicitation Division?	(RFP) done by the Purchasing	No				
	a. If yes, list the names of vendors that submitted proposals:						
	a. If yes, list the na	mes of vendors that submitted proposale.					
	a. If yes, list the na Not Applicable	mes of vendors that submitted proposation					

11.

b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 100704 Approval Date: 07/09/2010

c. Why was this contractor chosen in preference to other?

See sole source solicitation waiver.

d. Last bid date:

Anticipated re-bid date:

No

10. Does the contract contain any IT components?

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:

Office of the Military & State Public Works Board have previously used this vendor and 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:

initadi Appiovais.		
Approval Level	User	Signature Date
Budget Account Approval	criley	08/11/2010 15:27:40 PM
Division Approval	criley	08/11/2010 15:27:42 PM
Department Approval	criley	08/11/2010 15:27:44 PM
Contract Manager Approval	criley	08/11/2010 15:27:48 PM
Budget Analyst Approval	jborrowm	08/12/2010 12:45:54 PM
Team Lead Approval	jteska	08/20/2010 10:31:55 AM
BOE Agenda Approval	jteska	08/20/2010 10:32:02 AM
BOE Final Approval	Pending	
BOETHAN	5	



JIM GIBBONS Gov ernor

Purchasing Use Only: # 100 STATE OF NEVADA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION RECEIVED ANDREW K. CLINGER 515 East Musser Street, Suite 300 Director JUL 1 5 2010 Carson City, Nevada 89701 Phone (775) 684-0170 • Fax (775) 684-0188 Purchasing Administrator OFFICE OF THE MILITARY

GREG SMITH

STATE ADMIN. SOLICITATION WAIVER REQUEST FORM

- a. Identify State agency and the contact person's name, title, telephone number and email address for 1. this request: Office of the Military, Miles Celio, ASO, (775) 690-9182, miles.celio@govmail.state.nv.us
 - b. Vendor contact information: Automated Temperature Controls, Gary Larkin, 8535 Double R Blvd, Reno NV 89511. (775) 826-7700
 - 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: Install Direct Digital HVAC Control systems.
- Describe the unique qualification required for the services or goods to be purchased: 3. ATC has exclusive rights to install Delta controls in Northern Nevada.
- Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: 4. The Office of the Military currently has 14 buildings with web-based Delta controls. We have invested hundreds of man hours and thousands of dollars in training personnel to operate our systems. Any new control systems would require the same if not more dollars, training, and man hours.
- What are the potential consequences to the State of Nevada if the waiver request is denied and the 5. service or good is competitively bid: This service cannot be competitively bid, if waiver is denied, project will not be able to move forward.
- What market research was conducted to substantiate that there is no competition for the service or good? 6. Please include an evaluation of other items considered, and provide documentation. Delta Controls was contacted, they informed us that ATC is the proprietary vendor in the Northern Nevada area and they only allow this vendor to install their product in our area.
- How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? 7. We have looked at similar systems from other companies.
- 8. What is the estimated value and length of the contract, amendment or request? \$99,999,00, estimated project completion is 90 days.

a. New contract Y 🛛 N 🗌

Solicitation Waiver Rev. 03/10

Page 1 of 3



b. Amendment	Y		NX	Amendment	No
{provide copy o	f pı	revio	⊾ ∂ai	ver(s)}	

Office of the Military hereby requests approval for _____

ATC 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 Miles to Clio	
	- lala
Agency Representative Initiating Request	Date $7/9/10$
x miles to Clio	
Agency Head Authorizing Request for William R. Busks	Date 7/9/10
	· · · · · · · · · · · · · · · · · · ·

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:

- 9 /	
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: heg Smith 19/2010 Administrator, Purchasing Division Date

Solicitation Waiver Rev. 03/10

Page 2 of 3

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11433

1	. Contract Number:	11433				
				Legal Entity Name:	INTERMOUNTAIN SLURRY SEAL INC	
	Agency Name:	ADJUTANT GENERAL GUARD	_ & NATL	Contractor Name:	INTERMOUNTAIN SLURRY SEAL INC	
	Agency Code:	431		Address:	PO BOX 1841	
	Appropriation Unit:	3650-10				
	Is budget authority available?:	Yes		City/State/Zip	SPARKS, NV 89432	
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Marc Thoreson 775/358-1355	
				Vendor No.:	PUR0000965	
				NV Business ID:	NV19821005646	
	To what State Fisca	al Year(s) will the contra	ct be charged?	2010-2011		
	What is the source the contractor will b	of funds that will be use be paid by multiple fundir	d to pay the contrac ng sources.	ctor? Indicate the per	centage of each funding source if	
	General Fur		Fees	0.00 %		
	X Federal Fun	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	inds 0.00 %	Other funding	0.00 %		
	Agency Reference	#: NVMD 25B-2009				
2.	Contract start date:					
	a. Effective upon B Examiner's appr	loard of No or oval?	b. other effective of	late 05/15/2010		
	Anticipated BC	DE meeting date 0	9/2010			
	Retroactive?	Yes				
	If "Yes", please exp	lain				
		ted the services from a	a previous contrac	t that had expired i	n order to complete the project within	
3.	Termination Date:	11/30/2010				
	Contract term:	199 days				
4.	Type of contract:	Contract				
	Contract description	n: Airfield Apron R	ehab			
5.	Purpose of contract	:				
0.			ehabilitation at th	e AASE (Army Avia	tion Support Facility) airfield to	
This is a new contract to perform apron rehabilitation at the AASF (Army Aviation Support Facility) airfield to include providing all necessary documentation.						
6.	NEW CONTRACT					
	The maximum amount of the contract for the term of the contract is: \$283,000.00					
	Payment for service	s will be made at the rat	e of \$283,000.00 p	er null		
	Other basis for payr	ment: as invoiced month	ly, not to exceed \$2	83,000.00		
J	USTIFICATION					
7.	What conditions req	uire that this work be do	ne?			
	The condition of the personnel or damag	AASF (Army Aviation S to aircraft.	upport Facility) airfi	eld poses a flying de	bris potential that could cause injury to	
8.	Explain why State e	mployees in your agenc	y or other State age	encies are not able to	o do this work:	
		o not possess the neces				
9.	Were quotes or prop	osals solicited?		Yes		
		(RFP) done by the Purc	hasing	No		
		nes of vendors that subn	nitted proposals:			

11.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

The contractor was chosen as the best qualified contractor by evaluation committee.

d. Last bid date: 07/08/2009 Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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 Office of the Military contracted with this vendor in FY10 and the services provided are 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:

User	Signature Date
criley	08/06/2010 19:56:11 PM
criley	08/06/2010 19:56:14 PM
criley	08/06/2010 19:56:19 PM
criley	08/06/2010 19:56:23 PM
jborrowm	08/10/2010 13:25:48 PM
jteska	08/20/2010 09:23:09 AM
jteska	08/20/2010 09:23:21 AM
Pending	
	criley criley criley criley jborrowm jteska jteska





Office of the Adjutant General 2460 Fairview Drive Carson City, Nevada 89701-6807



JIM GIBBONS Governor July 30, 2010

WILLIAM R. BURKS Brigadier General The Adjutant General

MEMORANDUM

To:John Borrowman, Budget Analyst IVDepartment of Administration, Budget DivisionTo:From:Miles L. Celio, Administrative Services Officer IIState Administrative Office

Subject: Justification for Retroactive Approval by BOE

As required by State Administrative Manual, Section 0324.0, Item 7, the following justification is provided to request retroactive approval of a contract between Intermountain Slurry Seal, Inc. and the State of Nevada, Office of the Military effective May 15, 2010.

This contract is a continuation of a contract we had with the same company prior to December 2009 to perform apron rehabilitation at the Army Aviation Support Facility (AASF) at the Stead Airfield. Last year in October we had to stop performance on the contract because the outside air temperature dropped too low for the slurry material to stick to the apron asphalt. This year when the temperature reached high enough levels to allow the slurry to be applied on May 15, 2010, we instructed the company to continue to move forward with the completion of the contract. Only then did we realize that the contract expired on December 31, 2009. We felt that it was prudent to continue with the application so as not to further delay the process and possibly run into cooler temperatures this fall and be forced to stop the application process again.

The contract term ends November 30, 2010, but as stated above the earlier start should allow us enough time to finish to application process soon enough to beat the cooler weather that might occur this fall.

Your favorable approval of the retroactive start date would be greatly appreciated to allow us to successfully complete this apron rehabilitation.

This contract is 100% federally funded

If you need additional information or explanation please contact me.

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11502

1. Contract Number:	11502						
			.ega l E ntity Name:	TEDco Construction, LLC			
Agency Name:	ADJUTANT GENERAL & GUARD	NATL	Contractor Name:	TEDco Construction, LLC			
Agency Code:	431	A	Address:	Attn: Andrew Taylor			
Appropriation Unit:	3650-10			PO Box 60640			
Is budget authority available?:	Yes	(City/State/Zip	Reno, NV 89506			
If "No" please expla	ain: Not Applicable	-	Contact/Phone: /endor No.:	Andrew Taylor 775/972-8334			
		N	V Business ID:	NV20061603722			
To what State Fisc	al Year(s) will the contract b	e charged? 2	2011				
What is the source		pay the contracto	or? Indicate the per-	centage of each funding source if			
General Fu		Fees	0.00 %				
X Federal Fu	nds 100.00 %	Bonds	0.00 %				
Highway Fu		Other funding	0.00 %				
Agency Reference		-					
 Contract start date: 							
a. Effective upon E Examiner's app	Board of Yes or b.	other effective dat	te: NA				
	OE meeting date 09/2	010					
Retroactive?	No						
lf "Yes", please exp	olain						
Not Applicable							
3. Termination Date:	10/29/2010						
Contract term:	58 days						
4. Type of contract:	Contract						
Contract descriptio	n: C-12 Hangar Repai	r					
5. Purpose of contrac							
This is a new con documentation.	tract to provide constructi	on services for C	C-12 Hangar envel	ope repairs to include all necessary			
6. NEW CONTRACT	6. NEW CONTRACT						
	The maximum amount of the contract for the term of the contract is: \$67,648.00						
Payment for services will be made at the rate of \$67,648.00 per null							
Other basis for payment: as invoiced, bi-monthly, not to exceed \$67,648.00							
JUSTIFICATION							
	quire that this work be done						
The weather has caused the building's integrated	aused severe damage to the rity and fix the current dama	e exterior and inter ge.	rior of the building.	This preventative measure will ensure			
8. Explain why State	employees in your agency o	r other State agen	icies are not able to	o do this work:			
	do not possess the requisite						
9. Were quotes or pro	posals solicited?	١	Yes				
• •	RFP) done by the Purchas	sing	No				
	mes of vendors that submitt	ed proposals:					
			-				
		Dama 4 - 40	,				

II.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Per the evaluation committee, this contractor scored the highest on the combined score card.

d. Last bid date: 08/06/2010 Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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:

User	Signature Date
criley	08/11/2010 11:25:08 AM
criley	08/11/2010 11:25:10 AM
criley	08/11/2010 11:25:12 AM
criley	08/11/2010 11:25:14 AM
jborrowm	08/12/2010 12:52:05 PM
jteska	08/20/2010 10:34:16 AM
jteska	08/20/2010 10:34:19 AM
Pending	
	criley criley criley criley jborrowm jteska jteska

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11416

	. Contract Number.	11410				
				Legal Entity Name:	WALSH ODYSSEY ENGINEERING INC	
	Agency Name:	ADJUTANT GENERAL & GUARD	NATL	Contractor Name:	WALSH ODYSSEY ENGINEERING INC	
	Agency Code:	431		Address:	DBA ODYSSEY ENGINEERING, INC.	
	Appropriation Unit:	3650-10			895 ROBERTA LN STE 104	
	ls budget authority available?:	Yes		City/State/Zip	SPARKS, NV 89431-1898	
	If "No" please expla	in: Not Applicable		Contact/Phone:	Frank A. Bidart 775/359-3303	
				Vendor No.:	T29022158	
				NV Business ID:	NV19901023985	
		al Year(s) will the contract b	•	2011		
	the contractor will b	e paid by multiple funding s	pay the contrac ources.	tor? Indicate the per	centage of each funding source if	
	General Fur		Fees	0.00 %		
	X Federal Fun		Bonds	0.00 %		
	Highway Fu		Other funding	0.00 %		
	Agency Reference	#: NVMD 18-2010				
2	Contract start date:					
	a. Effective upon B Examiner's appr	oard of Yes or b. oval?	other effective d	late: NA		
	Anticipated BC	DE meeting date 10/20	010			
	Retroactive?	No				
	If "Yes", please exp	lain				
	Not Applicable					
3.	Termination Date:	10/30/2010				
	Contract term:	29 days				
4.	Type of contract:	Contract				
	Contract description	: Stead Latrine				
5.	Purpose of contract					
	This is a new contr Facility (DFAC) late	ract to perform professior rine to include providing a	nal services for all necessary de	the design of the S ocumentation.	Stead Training Center (STC) Dining	
6.	NEW CONTRACT					
	The maximum amou	unt of the contract for the te	rm of the contrac	ct is: \$26,910.00		
	Payment for service	s will be made at the rate of	f \$26,910.00 per	r null		
Other basis for payment: as invoiced monthly, not to exceed \$26,910.00						
J	USTIFICATION					
7.	What conditions req	uire that this work be done?)			
	The Dining Facility (the Regional training for the DFAC.	DFAC) at the Stead Training institute (RTI) for training.	g Center (STC) A certified engi	does not currently han neer is required to de	ave a latrine for soldiers coming through esign and approve plans for a new latrine	
8.	Explain why State e	mployees in your agency or	other State age	encies are not able to	o do this work:	
					onmental Condition of Property (ECOP)	
9.	Were quotes or prop	posals solicited?		No		
	Was the solicitation	(RFP) done by the Purchas	ing	No		
	Division?	· · ·	-			

П.

Not Applicable

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150) c. Why was this contractor chosen in preference to other? Per NAC333.150, vendor has requisite skills and certifications to perform the professional engineered Environmental Condition of Property (ECOP) Assessment. 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 2002 (S.A.M. etat.)

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 Office of the Military contracted with this vendor in FY10 and the services provided are 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?
- 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	criley	08/06/2010 20:03:59 PM
Division Approval	criley	08/06/2010 20:04:02 PM
Department Approval	criley	08/06/2010 20:04:05 PM
Contract Manager Approval	criley	08/06/2010 20:04:08 PM
Budget Analyst Approval	jborrowm	08/10/2010 13:53:32 PM
Team Lead Approval	jteska	08/20/2010 10:09:18 AM
BOE Agenda Approval	jteska	08/20/2010 10:09:23 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I	n	ESCRIPTION OF CON				
1.		Contract Number: CON			Amendment	2
	1.		V 2034		Number:	2
					Legal Entity Name:	SPB Utility Services, Inc.
		Agency Name: DEP	ARTMENT OF	CORRECTIONS	Contractor Name:	SPB Utility Services, Inc.
		Agency Code: 440			Address:	430 Stoker Ave, Suite 207
		Appropriation Unit: 3752	-09			
		Is budget authority available?:	Yes		City/State/Zip	Reno, NV 89503
		If "No" please explain: N	ot Applicable		Contact/Phone:	null7753297757
					Vendor No.:	T80794830
					NV Business ID:	C5272-1983
		To what State Fiscal Yea	r(s) will the cor	ntract be charged?	2009-2013	
		What is the source of fun the contractor will be paid	ds that will be u d by multiple fu	used to pay the contrac nding sources.	ctor? Indicate the per	centage of each funding source if
		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 #:	7147			
	2.	Contract start date:				
		a. Effective upon Board Examiner's approval?	of No	or b. other effective of	late 10/01/2008	
		Anticipated BOE me	eting date	10/2010		
		Retroactive?	No			
		If "Yes", please explain				
		Not Applicable				
	3.	Previously Approved Termination Date:	06/30/2013			
		Contract term:	4 years and	273 days		
	4.	Type of contract:	Contract			
		Contract description:	Professional	Services		
	5.	Purpose of contract:				
		This is an amendment to plant at Carlin Conserva \$448,192.16 to \$475,999	ation Camp. T	his amendment incre	ases the maximum	for the new wastewater treatment amount of the contract from upgrades.
	6.	CONTRACT AMENDMEN	NT			
		1. The maximum am	ount of the orig	inal contract:		\$446,754.46
			-	ntract amendments:		\$1,437.70
		3. Amount of current	•••			\$27,807.23
		4. New maximum co	ntract amount:			\$475,999.39
II.		JSTIFICATION				
	ſ	What conditions require the				
		Wastewater treatment pla				
		Explain why State employ				
		The department does not	have the expe	rtise needed to treat or	test wastewater or b	uild a treatment plant.
	9.	Were quotes or proposals	solicited?		No	
		Was the solicitation (RFP)		urchasing	No	
				arenaoning		

a. If yes, list the names of vendors that submitted proposals:

	Not A	pplicable
--	-------	-----------

b. Soliciation Waiver: Not Ap	plicable	
c. Why was this contractor ch	osen in preference to other?	
d. Last bid date:	Anticipated re-bid date:	

No

10. Does the contract contain any IT components?

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	lf	"Yes",	please	explain

Not Applicable

No

- 12. Has the contractor ever been engaged under contract by any State agency?
 - 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:
------------	------------

Date
08:21:33 AM
) 14:42:14 PM
14:42:19 PM
16:42:54 PM
10:43:54 AM
15:41:25 PM
15:41:29 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF	CONTRACT			
1. Contract Number:	11383		Amendment Number:	1
			Legal Entity Name:	Luke Andrew Busby, Ltd.
Agency Name:	RENEWABLE EN EFFICIENCY AUT	ERGY & ENERGY HORITY	Contractor Name:	Luke Andrew Busby, Ltd.
Agency Code:	590		Address:	1512 Lander Street
Appropriation Uni	t: 4869-04			
Is budget authorit available?:	y Yes		City/State/Zip	Reno, NV 89509
If "No" please exp	blain: Not Applicable		Contact/Phone:	null775-453-0112
			Vendor No.:	
			NV Business ID:	NV20101394536
To what State Fis	cal Year(s) will the c	ontract be charged?	2011-2012	
What is the source	e of funds that will be be paid by multiple f	e used to pay the contra	actor? Indicate the pe	ccentage of each funding source if
General F		Fees	0.00 %	
X Federal F	unds 50.00 %	Bonds	0.00 %	
Highway	Funds 0.00 %	X Other funding	50.00 % Mill A	ssessment
2. Contract start dat	e:			
a. Effective upor Examiner's ap	Board of No proval?	or b. other effective	date 07/19/201	0
Anticipated	BOE meeting date	09/2010		
Retroactive?	No			
lf "Yes", please e	xplain			
Not Applicable				
3. Previously Appro Termination Date	ved 09/30/2010			
Contract term:	1 year and	286 days		
4. Type of contract:	Contract			
Contract descript	ion: Attorney fo	or ARRA		
E Dumana of contra	a ot:			

5. Purpose of contract:

This is an amendment to the original contract, which provides legal Energy Commissioner in adopting regulations for International Energy Conservation Code; the establishment of a program to evaluate the energy consumption of residential property for sale in Nevada per SB 358 (2009); the establishment of a minimum standard of energy efficiency for the general-purpose light; counsel and attorney for the Commissioner, the Authority, the New Energy Industry Task Force and the State and Local Government Panel on Renewable Energy and Energy Efficiency in all actions, proceedings and hearings; and generally aid the agency in the performance of its duties, including duties related to the American Reinvestment and Recovery Act. This amendment extends the termination date from September 30, 2010 to April 30, 2012 and increases the maximum amount from \$9,900 to \$60,000 to handle the agency's increased need for legal work.

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:	\$50,100.00
4.	New maximum contract amount:	\$60,000.00
	and/or the termination date of the original contract has changed to:	04/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Legal advise is needed for the ARRA funding. Also, State Law requires legal advise for general duties of the Commissioner and Authority.

and Authority.			
8. Explain why State employees in	n your agency or other S	tate agencies are not able to do this work:	
Due to the nature of this project			
9. Were quotes or proposals solic		No	
9. Were quotes of proposals solid Was the solicitation (RFP) done Division?		No	
a. If yes, list the names of vend	ors that submitted propo	osals:	
Not Applicable			
b. Soliciation Waiver: Professi	onal Service (As define	ed in NAC 333.150)	
c. Why was this contractor cho			
d. Last bid date:	Anticipated	re-bid date:	
10. Does the contract contain any	T components?	No	
III. OTHER INFORMATION			
11. a. Is the contractor a consultan consultant is a person that prov No	t that is providing an opir vides information, an opir	nion or advice as defined in S.A.M. Chapter 300? (S.A.M. stanion, or advice for a fee")	ates "a
	and an addition State of N	lovedo?	
b. Is the contractor a current er	nployee of the State of N	ervices while on annual leave, compensatory time, sick leav	e, or on
No If "Yes", is contra his own time? (Pl		ervices while of annual leave, compensatory and elected	
Not Applicable			
	employed by the State o	of Nevada within the past one (1) year?	
Yes If "Yes", please p	rovide employment termi	ination date. 05	5/14/2010
d. Is the contractor employed b No If "Yes", please e		cal subdivisions or by any other government?	
Not Applicable			
12. Has the contractor ever been e	engaged under contract b	by any State agency?	
No If "Yes", specify v	when and for which agence verified as satisfactory:	cy and indicate if the quality of service provided to the identit	ied
Not Applicable			
13. Is the contractor currently invo	ved in litigation with the	State of Nevada?	
No If "Yes", please p	rovide details of the litiga	ation and facts supporting approval of the contract:	
Not Applicable			
14. The contractor is registered wi	th 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 Yes	current Nevada State Bu	isiness License (SBL)?	
17. a. Is the legal entity active and Yes	in good standing with the	e Nevada Secretary of State's Office?	
18. Agency Field Contract Monitor	•		
19. Contract Status:			
		ι.	
Contract Approvals: Approval Level	User	Signature Date	
Budget Account Approval	hgecol	08/06/2010 15:21:14 PM	
Division Approval	hgecol	08/06/2010 15:21:19 PM	
Department Approval	hgecol	08/06/2010 15:21:22 PM	
Contract Manager Approva	-	08/06/2010 15:21:42 PM	
Budget Analyst Approval	rhage1	08/12/2010 11:22:49 AM	
Output # 11293		Page 2 of 3	

Team Lead Approval BOE Agenda Approval jmurph1 jmurph1 08/19/2010 08:14:27 AM 08/19/2010 08:14:33 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11500

1. Contract Number	. 11500			
			Legal Entity Name:	PriceWaterhouseCoopers LLP
Agency Name:	GAMING CONTROL E	BOARD	Contractor Name:	PriceWaterhouseCoopers LLP
Agency Code:	611		Address:	3800 Howard Hughes PKWY
Appropriation Uni	t: 4061-04			Suite 650
ls budget authorit available?:	y Yes		City/State/Zip	Las Vegas, NV 89169
If "No" please exp	lain: Not Applicable		Contact/Phone:	null702-691-5453
			Vendor No.:	
T			NV Business ID:	NV19981000182
	cal Year(s) will the contra	-	2011	
the contractor will	e of funds that will be use be paid by multiple fundi	d to pay the contrac ng sources.	ctor? Indicate the per	centage of each funding source if
X General F	unds 100.00 %	Fees	0.00 %	
Federal F		Bonds	0.00 %	
Highway F	Funds 0.00 %	Other funding	0.00 %	
2. Contract start date				
a. Effective upon Examiner's ap	Board of Yes or proval?	b. other effective d	late: NA	
Anticipated E	BOE meeting date 0	9/2010		
Retroactive?	No			
If "Yes", please ex	plain			
Not Applicable				
3. Termination Date:	04/30/2011			
Contract term:	241 days			
4. Type of contract:	Contract			
Contract description	on: Accounting Ser	vices		
5. Purpose of contra	ct:			
This is a new cor a statutory requi	itract to conduct a quali rement.	ity control audit of	the Gaming Contro	Board's Audit Division. This audit is
6. NEW CONTRACT				
The maximum am	ount of the contract for the	e term of the contrac	ct is: \$30,000.00	
Payment for servic	es will be made at the rat	te of \$30,000.00 per	null	
Other basis for page	yment: upon receipt of fina	al report and state-a	pproved invoice	
JUSTIFICATION				
7. What conditions re	quire that this work be do	ne?		
Pursuant to Nevad must be conducted	a Administrative Code 62 I every 3 years.	8.0646, a quality co	ntrol review of the G	aming Control Board's Audit Division
	employees in your agenc			
The Nevada State state agency is an	Board of Accountancy re AICPA approved reviewe	quires the peer revie	ew to be conducted b	by an AICPA-approved reviewer. No
9. Were quotes or pro	posals solicited?		No	
	(RFP) done by the Purc	hasing	No	
a. If yes, list the na	mes of vendors that subn	nitted proposals:		
Not Applicable				
tract #: 11500		Page 1 of	2	5(

II.

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

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?

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")

Yes

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)

No

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 conducted the Gaming Control Board's previous quality control audit in 2007. Services were satisfactory. Contractor is also engaged by the Gaming Control Board for accounting and translating services in assistance with the Gaming Control Board's suitability investigations. Services are 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	jkingsla	08/10/2010 14:58:27 PM
Division Approval	jkingsla	08/10/2010 14:58:30 PM
Department Approval	jkingsla	08/10/2010 14:58:32 PM
Contract Manager Approval	jkingsla	08/10/2010 14:58:35 PM
Budget Analyst Approval	jteska	08/20/2010 09:30:01 AM
Team Lead Approval	jteska	08/20/2010 09:30:05 AM
BOE Agenda Approval	jteska	08/20/2010 09:30:09 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF CON	FRACT			
1. Contract Number: CON	V6018		Amendment Number:	1
			Legal Entity Name:	KVH INDUSTRIES, INC.
Agency Name: DEP	ARTMENT OF PUE	BLIC SAFETY	Contractor Name:	KVH INDUSTRIES, INC.
Agency Code: 650			Address:	50 ENTERPRISE CENTER
Appropriation Unit: 3673	-15			
Is budget authority available?:	Yes		City/State/Zip	MIDDLETOWN, RI 02842
If "No" please explain: N	ot Applicable		Contact/Phone:	null4018458184
			Vendor No.:	T29019309
			NV Business ID:	NV20101465531
To what State Fiscal Yea	r(s) will the contrac	t be charged?	2009-2012	
What is the source of fun the contractor will be paid			ctor? Indicate the per	rcentage of each funding source if
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 Examiner's approval?	of No or	b. other effective of	date 01/13/2009	
Anticipated BOE me	eting date 09	9/2010		
Retroactive?	No			
If "Yes", please explain				
Not Applicable	· · · · · · · · · · · · · · · · · · ·			
	09/30/2010		· · · · · · · · · · · · · · · · · · ·	
3. Previously Approved Termination Date:				
Contract term:	2 years and 259	days		
4. Type of contract:	Contract			
Contract description:	Communications	s and Media Relat	ted Services	
5. Purpose of contract:				
This is an amendment t communication vehicle	s. This amendmen	it extends the teri	mination date from	unications service for three mobile September 30, 2010 to September 30, increase in services provided.
6. CONTRACT AMENDMEI	νт			
	ount of the original	contract:		\$63,500.00
	ny previous contrac			\$0.00
	contract amendme			\$54,492.00
4. New maximum co				\$117,992.00
	ation date of the orig	ginal contract has o	changed to:	09/30/2011
	·	-	-	

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract amendment provides satellite communication service and data transmission capability for the three GMC Yukon mobile command vehicles that are outfitted as information centers and provide cross band repeater communications for use in disasters or emergencies. The vehicles will be strategically situated throughout the state in order to provide immediate response when needed. The three communication vehicles must have the ability to send and receive all forms of electric data (video, voice and text) on a 24/7 basis to accommodate any emergency or approved call out for service.

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 spec any needed emergency repair set	ialized equipment ar vice to the satellite s	nd technical capabilities to provide satellite communications service and systems.				
9.	Were quotes or proposals solicite	d?	No				
	Was the solicitation (RFP) done b Division?		No				
	a. If yes, list the names of vendor	s that submitted prop	oosals:				
	Not Applicable						
	 b. Soliciation Waiver: Sole Source Contract (As Approved by Chief of Purchasing) Approval #: 081117 A Approval Date: 07/21/2010 						
	c. Why was this contractor chosen in preference to other?						
	The vendor is currently providing	the service with prop	rietary equipment.				
	d. Last bid date:	Anticipate	d re-bid date:				
10.	Does the contract contain any IT	components?	No				
III. C	OTHER INFORMATION						
11.	consultant is a person that provide	at is providing an op es information, an op	inion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a inion, or advice for a fee")				
	Νο						
	b. Is the contractor a current empl	•					
	No If "Yes", is contracto his own time? (Pleas	r planning to render s e explain)	services while on annual leave, compensatory time, sick leave, or on				
	Not Applicable						
	c. Was the contractor formerly em No If "Yes", please prov		of Nevada within the past one (1) year? nination date.				
	d. Is the contractor employed by a No If "Yes", please expla		cal subdivisions or by any other government?				
	Not Applicable						
12.	Has the contractor ever been enga	aged under contract	by any State agency?				
	-	n and for which agen	icy and indicate if the quality of service provided to the identified				
	The contractor is currently providir been satisfactory.	ng the service to the	Division of Emergency Management since 2009 and the service has				
13.	Is the contractor currently involved	l in litigation with the	State of Nevada?				
	No If "Yes", please provi	de details of the litigate	ation and facts supporting approval of the contract:				
1	Not Applicable						
	The contractor is registered with the Foreign Corporation	e Nevada Secretary	of State's Office as a:				
15.	a. Is the Contractor Name the sam Yes	e as the legal Entity	Name?				
16.	a. Does the contractor have a curr Yes	ent Nevada State Bu	usiness License (SBL)?				
17.	a. Is the legal entity active and in g Yes	ood standing with th	e Nevada Secretary of State's Office?				
18.	Agency Field Contract Monitor:						
	Contract Status:						
	Contract Status. Contract Approvals:						
	Approval Level	User	Signature Date				
	Budget Account Approval	Ismit6	08/05/2010 19:13:23 PM				
	Division Approval	Ismit6	08/05/2010 19:13:27 PM				
	Department Approval	mteska	08/09/2010 11:09:54 AM				
	Contract Manager Approval	kdaly	08/09/2010 11:15:07 AM				
	Budget Analyst Approval	jstrandb	08/12/2010 12:45:31 PM				

Team Lead Approval BOE Agenda Approval jmurph1 jmurph1 08/13/2010 15:11:12 PM 08/13/2010 15:11:17 PM



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: #08111 Amendment

ANDREW K. CLINGER Director

GREG SMITH Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. <u>a. Identify State agency and the contact person's name, title, telephone number and email address for</u> this request:

Department of Public Safety Division of Emergency Management Loretta Smith, Program Officer (775)687-0315 lismith@dps.state.nv.us

b. Vendor contact information:

KVH Industries, Inc. 50 Enterprise Center Middletown, RI 02842 (401)847-3327

Attn: William Houtz

- c. Type of waiver requested: X Sole or single source 🛄 Professional Service Exemption
- 2. Description of work/services to be performed or commodity/good to be purchased:

To provide satellite communication service for three GMC Yukon XL's that will be outfitted and utilized as mobile information centers for use in disasters or large scale emergencies.

KVH Industries is to provide monthly satellite airtime service (to include telephone service, caller I.D., call waiting, hold, speed dial, fax, 3-way calling charges and redial) for three vehicles.

Transmittal of data will occur at 512 Kbps for the duration of contract with the following exception: Should the need occur to increase data transmittal rates due to emergency situations, KVH industries will only bill DEM for the period (days) through the end of billing cycle necessary to accommodate the incident

3. Describe the unique qualification required for the service or good to be purchased:

The services are proprietary in nature and cannot be obtained from a separate vendor. The vehicles approved and purchased are Wolfcoach MC2 vehicles. They are specialized "Communications On The Move" (COMT) satellite communications platforms installed inside GMC Yukon XLs.

Solicitation Waiver Rev. 11/07 Page 1 of 3

The satellite transceiver (uplink and downlink) is manufactured by a company called KVH Industries. This device is called a KVH TracPhone V7. There will be one KVH TracPhone V7 mounted on top of each Mobile Joint Information Center (JIC) Vehicle (also known as Satellite Communication Vehicles)

KVH's TracPhone V7 uses proprietary satellite airtime on satellite transponders owned by their company. The only vendor for KVH TracPhone V7 air time is KVH.

Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: 4.

The services are proprietary in nature and cannot be obtained from a separate vendor. The airtime/airwaves for the equipment are only transmitted by the vendor of the equipment.

The vehicles purchased for mobile information centers for which satellite services are being requested through this sole source, will be strategically placed and located in rural areas of Nevada thus necessitating the communication services requested.

What are the potential consequences to the State of Nevada if the waiver request is denied and the 5. service or good is competitively bid:

The ability to properly protect the public could be jeopardized without proper communication. Potential consequences include liability in the event of the loss of life, property, environment or personal injury.

What market research was conducted to substantiate that there is no competition for the service or good? 6. Please include an evaluation of other items considered, and provide documentation.

Market research was limited due to the proprietary nature of the services. Please see attached document (email) from KVH Industries.

How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? 7.

Prior to purchasing the satellite communications platforms, several vendors were contacted. KVH Industries, Inc. had the best package and has even offered a substantial discount.

What is the estimated value and length of the contract, amendment or request. 8.

An extension to the contract term is currently requested as the original date of the funding source (federal grant) has been extended. Per this amendment, the contract term is for 12 months.

a. New contract Y NX

b. Amendment Y X N Amendment No. X #1 Per Lovetta Swith - @ {provide copy of previous waiver(s)}

Department of Public Safety, Division of Emergency Management

hereby requests approval for

KVH Industries, Inc.

Requesting agency

Proposed vendor

Solicitation Waiver Rev. 11/07

Page 2 of 3

51

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: 1 O	
x A Britta mith Proc	NOM OFFICER 7/19/10
Agency Representative Initiating Request	Date
studt	7-19-20
Agency Head/Division Chief/Authorized Designed	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	l l	 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	
Aug mith	7-21-10
Administrator, Purchasing Division	Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11496

١.	Contract Number. 114	150		Legal Catity	Asset Works, Inc.
				Legal Entity Name:	Asset Works, Inc.
	Agency Name: DEI	PARTMENT OF PUBLI	C SAFETY	Contractor Name:	Asset Works, Inc.
	Agency Code: 650)		Address:	998 Old Eagle School Rd., #121
	Appropriation Unit: 471	13-04			
	ls budget authority available?:	Yes		City/State/Zip	Wayne, PA 19087
	If "No" please explain:	Not Applicable		Contact/Phone:	null858-663-7481
				Vendor No.:	
				NV Business ID:	NV20091046759
		ear(s) will the contract be		2011	
	What is the source of fu the contractor will be pa	unds that will be used to aid by multiple funding s	pay the contrac ources.	tor? Indicate the per	centage of each funding source if
	General Funds	0.00 %	Fees	0.00 %	
	Federal Funds	0.00 %	Bonds	0.00 %	
	X Highway Funds	100.00 %	Other funding	0.00 %	
2.	Contract start date:				
	a. Effective upon Board	a of	other effective d	ate: NA	
	Examiner's approval	/ - /	10		
	Anticipated BOE n		510		
	Retroactive?	Νο			
	If "Yes", please explain				
	Not Applicable				
3.	Termination Date:	06/30/2011			
	Contract term:	333 days			
4.	Type of contract:	Contract			
	Contract description:	Software Upgrades			
5.	Purpose of contract:				
	deployment, and insta	t to provide professior allation/configuration o rovide on-site training	of InfoCenter, a	shop Activity Port	grades, barcode and Mobile-Focus al to the Highway Patrol Division. The
6.	NEW CONTRACT				
		of the contract for the te			
	Other basis for paymen	nt: \$30,646 payable upor	n completion of	services and receipt	of invoice.
J	USTIFICATION				
7.	What conditions require	e that this work be done	?		
	In using this software, i	nventory in the shops ca	an be tracked be	etter preventing over	purchasing/stocking of materials.
8.	Explain why State emp	loyees in your agency o	r other State age	encies are not able t	o do this work:
	There are no State emp	ployees who could provi	de these service	es.	
9.	. Were quotes or propos	als solicited?		No	
		FP) done by the Purchas	sing	No	
	a. If yes, list the names	of vendors that submitt	ed proposals:		
	Not Applicable		•		
	b. Soliciation Waiver: S Approval #: 0910 Approval Date: 1	ole Source Contract (/ 08 0/07/2009	As Approved by	y Chief of Purchasi	ng)

11.

c. Why was this contractor chosen in preference to other?

The current application to be upgraded is a proprietary application sold by AssetWorks, Inc. No other vendor can perform the necessary services.

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:

Department of Public Safety. The work performed 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	pbowers	08/09/2010 16:48:18 PM
Division Approval	pbowers	08/09/2010 17:12:26 PM
Department Approval	kdaly	08/10/2010 14:35:52 PM
Contract Manager Approval	kdaly	08/10/2010 14:40:42 PM
DoIT Approval	csweeney	08/11/2010 15:04:56 PM
Budget Analyst Approval	jstrandb	08/12/2010 12:11:35 PM
Team Lead Approval	jmurph1	08/23/2010 15:44:39 PM
BOE Agenda Approval	jmurph1	08/23/2010 15:44:43 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: #*091008*

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 Highway Patrol

AL Robinson Fleet Manager 684-4468.

b. Vendor contact information:

Asset Works, Inc. 998 Old Eagle School Road, Suite 1215 Wayne, PA 19087 Phone: 858-663-7481 James Schnepp

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 Department of Public Safety, Highway Patrol Division (DPS/HPD) currently owns FleetFocusTM Enterprise Asset Management System, a software suite that is used to manage our fleet assets, track our fleet activities, and report on parts inventory and vehicle maintenance. FleetFocusTM Enterprise Asset Management System is a proprietary application sold by AssetWorks, Inc. out of Wayne, Pennsylvania.

The purpose of this contract is to engage AssetWorks, Inc., to assist DPS/HPD by providing professional services including software upgrades, barcode and MobileFocus deployment, and installation/ configuration of InfoCenter, a shop Activity Portal. AssetWorks, Inc. will also provide on-site training as part of the scope of work. The Shop Activity provides accountability for shop labor and parts management and allows users an easier means to enter data and manage parts and equipment.

3. Describe the unique qualification required for the service or good to be purchased:

This software enhancement, configuration, and on -site training is only available through Asset Works, Inc. the company that sells the FleetFocusTM Enterprise Asset Management System programs. The software is proprietary and there is not another company that provides this upgrade for the Fleet Anywhere program.

Solicitation Waiver Rev. 11/07 Page 1 of 3



Asset Works is the only company that produces the software enhancements for their existing fleet program. The application is proprietary.

What are the potential consequences to the State of Nevada if the waiver request is denied and the 5. service or good is competitively bid:

Only Asset Works, Inc. would bid as the software is proprietary.

What market research was conducted to substantiate that there is no competition for the service or good? б. Please include an evaluation of other items considered, and provide documentation.

Asset Works, Inc. does not sub contract any work. Please see the attached letter that supports this representation.

How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? 7.

We are familiar with this company and rates they are charging are consistent with what we have paid in the past.

What is the estimated value and length of the contract, amendment or request. 8.

a. New contract Y 🛛 N 🗌

\$ 43,151.20 estimated seven + months Dec 2009 - June 30, 2010.

b. Amendment Y 🗌 N 🛛 Amendment No. _____ {provide copy of previous waiver(s)}

NEURDA Highway Patrol hereby requests approval for Asset Works 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 Can J Marine	
Agency Representative Initiating Request	Date 9-30-09

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,	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.

Signed:		
x rooth	10/01/02	
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	
Aug Smith	10-7.09
Administrator, Purchasing Division	Date

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11388

1.	Contract Number:	11388					
						Legal Entity Name:	NATURAL RESOURCES CONSERVATION SERVICE
	Agency Name:	CONS	ERVATION I	DISTRI	стѕ	Contractor Name:	NATURAL RESOURCES CONSERVATION SERVICE
	Agency Code:	701				Address:	1365 CORPORATE BLVD
	Appropriation Unit:	4151-0	00				
	Is budget authority available?:		Yes			City/State/Zip	RENO, NV 89502
	If "No" please expla	ain: No	t Applicable			Contact/Phone: Vendor No.:	CASSIE STORMS 775-857-8500
						NV Business ID:	GOVERNMENTAL ENTITY
	To what State Fisca	al Year	(s) will the co	ntract b	e charged?	2011-2012	
	What is the source the contractor will b	of fund be paid	s that will be by multiple fu	used to Inding s	pay the contraction pay th	ctor? Indicate the pe	rcentage of each funding source if
	General Fu	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Rever	nue contract
2.	Contract start date:	:					
	a. Effective upon E Examiner's app	Board o roval?	f Yes	or b.	other effective	date: NA	
	Anticipated B	OE mee	eting date	09/2	010		
	Retroactive?		No				
	If "Yes", please exp	olain					
	Not Applicable						
3.	Termination Date:		09/30/2011				
	Contract term:		1 year and 2	29 days	5		
4.	Type of contract:		Revenue Co	ontract			
	Contract descriptio	n:	Landowner	info			
5.	Purpose of contrac						
	This is a new reve and preserve natu Nevada Conserva	ural res	ources and	ovide p enhand	ublic outreach ce agricultural	services to utilize abilities and sustai	federal programs to enhance, protect nability by working in partnerships with
6	NEW CONTRACT						
	The maximum amo	ount of t	the contract f	or the te	erm of the contra	act is: \$40,000.00	
							Budget Breakdown (Attachment A)
J	USTIFICATION						
7	What conditions re	quire th	at this work b	e done	?		
•	Natural resource co						
8	. Explain why State	employ	ees in your a	gency o	or other State ag	gencies are not able	to do this work:
	This is a revenue of	contract	and the work	is beir	ng performed by	State employees.	
9	. Were quotes or pro					No	
J	Was the solicitation Division?	•		Purcha	ising	No	
	a. If yes, list the na	imes of	vendors that	submit	ted proposals:		
	Not Applicable						
	b. Soliciation Waive						
	c. Why was this co	ntracto	r chosen in p	referen	ce to other?		_
					Da 1	A 2	5

11.

NRS 277	.180		
d. Last bi	d date:	Anticipated re	e-bid date:
0. Does the	contract contain any IT compo	onents?	Νο
	FORMATION		
1. a. Is the c consultar	contractor a consultant that is it is a person that provides info	providing an opinio prmation, an opinio	on or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a on, or advice for a fee")
No			
b. Is the o	contractor a current employee	of the State of Ne	vada?
No	If "Yes", is contractor plan his own time? (Please exp	ning to render ser blain)	vices while on annual leave, compensatory time, sick leave, or or
Not Appli		<u> </u>	
c. Was th			Nevada within the past one (1) year?
No	If "Yes", please provide er		
d. Is the	contractor employed by any of	Nevada's political	I subdivisions or by any other government?
No	If "Yes", please explain		
Not Appli	cable		
2. Has the o	contractor ever been engaged	under contract by	any State agency?
No	If "Yes", specify when and agency has been verified	for which agency as satisfactory:	and indicate if the quality of service provided to the identified
Not Appl	cable		
3. Is the co	ntractor currently involved in lit		
No	If "Yes", please provide de	etails of the litigation	on and facts supporting approval of the contract:
Not Appl	cable		
		e Nevada Secreta	ry of State's Office because the legal entity is a:
	ental Entity		
5. Not Appl	cable		
6. Not Appl	cable		
7. Not Appl	icable		
8. Agency F	Field Contract Monitor:		
19. Contract	Status:		

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	abrook1	07/22/2010 10:51:44 AM
Division Approval	abrook1	07/22/2010 10:51:50 AM
Department Approval	abrook1	07/22/2010 10:52:27 AM
Contract Manager Approval	cjackson	07/27/2010 09:14:16 AM
Budget Analyst Approval	jrodrig9	07/27/2010 14:55:15 PM
Team Lead Approval	cwatson	08/17/2010 08:16:02 AM
BOE Agenda Approval	cwatson	08/17/2010 08:16:07 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11429

1	. Contract Number:	11429					
						Legal Entity Name:	Custom Glass Distributors, Inc.
	Agency Name:	WILDLIFE				Contractor Name:	Custom Glass Distributors, Inc.
	Agency Code:	702				Address:	1095 East Second Street
	Appropriation Unit:	1511-91					
	Is budget authority available?:		Yes			City/State/Zip	Reno, NV 89502
	lf "No" please expla	ain: Not Ap	plicable			Contact/Phone:	null775-329-4265
						Vendor No.:	T40297000
						NV Business ID:	NV19591001183
	To what State Fisca	al Year(s) w	ill the con	itract b	e charged?	2011	
	What is the source the contractor will b	of funds that the paid by π	at will be u nultiple fur	used to nding s	pay the contraction ources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds 0.0	00 %		Fees	0.00 %	
	Federal Fur	nds 0.0	00 %		Bonds	0.00 %	
	Highway Fu	inds 0.0	00 %	Х	Other funding	100.00 % Q-1 bo	ond funds
	Agency Reference	#: 11-0)5				
2	. Contract start date:						
	a. Effective upon B Examiner's appr		Yes	orb.	other effective c	late: NA	
	Anticipated BC		date	09/20	010		
	Retroactive?		No				
	If "Yes", please exp	lain					
	Not Applicable						
3.	Termination Date:	11/3	0/2010				
	Contract term:	90 d	lays				
4	Type of contract:	Con	tract				
Τ.	Contract description		W HQ W	indow	c		
F	•			110010	3		
5.	Purpose of contract		ace wind	owe a	t Novada Depa	rtment of Wildlife h	opdauptors
				iuws a	t Nevaua Depai	runent of whatten	eauquarters.
6.	NEW CONTRACT						
	The maximum amo				rm of the contra	ct is: \$10,542.00	
	Other basis for payr	ment: Upon	completio	on			
J	USTIFICATION						
7.	What conditions req	uire that th	is work be	done	?		
	Existing windows re	quire replac	cement. E	Energy	savings.		
8.	Explain why State e	mployees ii	n your age	ency or	other State age	encies are not able to	o do this work:
	Requires specialize						
9.	Were quotes or prop	posals solic	ited?			Yes	
	Was the solicitation Division?	(RFP) done	e by the P	urchas	ing	No	
	a. If yes, list the nan	nes of vend	ors that s	ubmitte	ed proposals:		
	h Soliciation Maine	r Not An-I	laabla				
	b. Soliciation Waive c. Why was this con			forence	a to other?		
	U. WILLY WAS LIES COLL	11 autor 01103					

c. Why was this contractor chosen in preference to other?

11.

This bid included all required items. Of the three solicitations, it was the only bid received. Based on experience, it is a good bid.

d. Last bid date: 07/15/2010 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

No

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

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 been previously engaged by NDOW. They have good references and the quality of previous work for NDOW has been good.

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	07/29/2010 15:51:06 PM
Division Approval	mkrumena	07/29/2010 15:51:10 PM
Department Approval	mkrumena	07/29/2010 15:51:13 PM
Contract Manager Approval	mkrumena	07/29/2010 15:51:17 PM
Budget Analyst Approval	rhage1	08/12/2010 11:26:11 AM
Team Lead Approval	jmurph1	08/13/2010 15:28:31 PM
BOE Agenda Approval	jmurph1	08/13/2010 15:28:35 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

	Amendment Numb e r:	1
	Legal Entity Name:	Utah State University
IFE DIVISION	Contractor Name:	Utah State University
	Address:	Wildland Resources Department
23		
Yes	City/State/Zip	Logan, UT 84322-5230
t Applicable	Contact/Phone:	Mike Conover 435-797-2436
	Vendor No.:	T81036032
	NV Business ID:	N/A
s) will the contract be charged?	2010-2016	
s that will be used to pay the cont by multiple funding sources.	tractor? Indicate the per	rcentage of each funding source if
0.00 % X Fees	25.00 % Preda	tor fees
75.00 % Bonds	0.00 %	
0.00 % Other fundir	ng 0.00 %	
10-25		
	ve date 02/09/2010	
ting date 09/2010		
Νο		
06/30/2014		
5 years and 184 days		
Interlocal Agreement		
_		
Fredaton Frey Study		
deer population. This amendm	nent extends the termi	nation date from June 30, 2010 to
T		
		\$125,000.00
unt of the original contract:		\$0.00
		au.uu
y previous contract amendments:		
contract amendment:		\$375,000.00
	Yes Applicable s) will the contract be charged? s that will be used to pay the con by multiple funding sources. 0.00 % X Fees 75.00 % Bonds 0.00 % Other fundin 10-25 No or b. other effective ting date 09/2010 No 06/30/2014 5 years and 184 days Interlocal Agreement Predator/ Prey Study the original contract, which pro- deer population. This amendin eases the maximum amount from the state of the state of th	Yes City/State/Zip Applicable Contact/Phone: Vendor No.: NV Business ID: s) will the contract be charged? 2010-2016 s that will be used to pay the contractor? Indicate the per- by multiple funding sources. 0.00 % Preda 0.00 % X Fees 25.00 % Preda 75.00 % Bonds 0.00 % 0.00 % 0.00 % Other funding 0.00 % 10-25 No or b. other effective date 02/09/2010 No or b. other effective date 02/09/2010 10-25 No or b. other effective date 02/09/2010 Mo or b. other effective date 02/09/2010 Mo Of/30/2014 5 years and 184 days interlocal Agreement Predator/ Prey Study the original contract, which provides for a study to ordeer population. This amendment extends the termine eases the maximum amount from \$125,000 to \$500,0 T T

7. What conditions require that this work be done?

Mule deer populations have been decreasing. NRS 502.253 created the \$3 fee on all big game applications to be used to support the Predation Management Program. NDOW will apply \$125,000 of these monies and recently granted \$375,000 in federal funds to a study to be carried out under contract by USU to help determine to what extent coyote predation limits mule deer survival and to what extent coyote removal will affect the mule deer population. The \$375,000 federal grant (W-68-R-1) was approved after the parties entered into the original contract. Approval was expected, but if the grant had not been approved the original contract would have had to be terminated.

8. Explain why State employees in your agency or other State agencies are not able to do this work:								
Department of Wildlife personnel do not have the training, equipment, certifications or expertise required to complete the work required of this 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 pro	posals:							
Not Applicable								
b. Soliciation Waiver: Not Applicable								
c. Why was this contractor chosen in preference to o	ther?							
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:

Utah State University has been involved in studies within Nevada in the past, including work under the current contract, and their work 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: 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	07/30/2010 14:58:42 PM
Division Approval	mkrumena	07/30/2010 14:58:45 PM
Department Approval	mkrumena	07/30/2010 14:58:49 PM
Contract Manager Approval	mkrumena	07/30/2010 14:58:53 PM
Budget Analyst Approval	rhage1	08/12/2010 11:28:17 AM
Team Lead Approval	jmurph1	08/13/2010 15:23:32 PM
BOE Agenda Approval	jmurph1	08/13/2010 15:23:44 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11346

1.	Contract Number:	11340)				
						Legal Entity Name:	Maxell Global Technologies
	Agency Name:	WILD	LIFE			Contractor Name:	Maxell Global Technologies
	Agency Code:	702				Address:	7575 Palos Verdes
	Appropriation Unit:	4457-:	28				
	Is budget authority available?:		Yes			City/State/Zip	Reno, NV 89502
	If "No" please expla	ain: No	t Applicable	9		Contact/Phone: Vendor No.:	Patrick Maxon 775-857-6766
						NV Business ID:	NV20101435070
	To what State Fisca	al Year	(s) will the d	contract	be charged?	2011	
	What is the source the contractor will b	of fund e paid	ls that will b by multiple	e used t funding	o pay the contrac sources.	ctor? Indicate the pe	rcentage of each funding source if
	General Fur	nds	0.00 %		Fees	0.00 %	
	Federal Fur	nds	0.00 %		Bonds	0.00 %	
	Highway Fu	inds	0.00 %	Х	Other funding	100.00 % Gifts a	and Donations
2.	Contract start date:						
	a. Effective upon B Examiner's appr	Board o roval?	f Ye	s or b	. other effective of	date: NA	
	Anticipated BC	DE mee	eting date	08/2	2010		
	Retroactive?		No				
	If "Yes", please exp	lain	,				
	Not Applicable						
3	Termination Date:		06/30/201 ⁻	I			
	Contract term:		333 days				
4	Type of contract:		Contract				
	Contract description	n:	Mule Deer	popula	tion		
5	Purpose of contract	t:					
			or scientific	: data ar	alysis of factor	s influencing Neva	da mule deer population over time.
6	NEW CONTRACT						
	The maximum amo	unt of I	the contract	for the t	erm of the contra	act is: \$30,000.00	
	Other basis for pay	ment: \	/alid invoice	e with ba	ckup up docume	ntation and NDOW	project manager's approval.
J	USTIFICATION						
7	What conditions rec	quire th	at this work	be done	ə?		
	auidelines of the pro-	ogram to NRS	that project 501.3575 l	might b by the Bo	e funded through bard of Wildlife C	 the Wildlife Heritage ommissioners and c 	if a project proposal submitted fits the e Trust Account. This contract was omplies with the statutory requirements
8	Explain why State e	employ	ees in your	agency	or other State ag	encies are not able t	to do this work:
	The Wildlife Heritag	je prog vidual (ram was se can submit	t-up in 1	995 and projects	are submitted to the	e Wildlife Heritage Committee. Any d, funds are awarded upon Board of
9	Were quotes or pro	posals	solicited?			Yes	
	Was the solicitation Division?	(RFP)	done by th	e Purcha	asing	No	

11.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

This vendor applied for Wildlife Heritage grant funds and their project was approved by the Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 by the Board of Wildlife Commissioners and complies with the statutory requirements regarding betterments on behalf of wildlife in the State of Nevada.

No

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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	mkrumena	07/01/2010 13:49:31 PM
Division Approval	mkrumena	07/01/2010 13:49:35 PM
Department Approval	mkrumena	07/01/2010 13:49:37 PM
Contract Manager Approval	mkrumena	07/01/2010 13:49:40 PM
Budget Analyst Approval	rhage1	08/12/2010 11:24:53 AM
Team Lead Approval	jmurph1	08/13/2010 15:25:41 PM
BOE Agenda Approval	jmurph1	08/13/2010 15:25:46 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11489

1.		403				
••					Legal Entity Name:	4-D Plumbing & Builders' Supply, Inc.
	Agency Name: PA	RKS DIVISION			Contractor Name:	4-D Plumbing & Builders' Supply, Inc.
	Agency Code: 70	4			Address:	66 South Main
	Appropriation Unit: 46	05-11				
	Is budget authority available?:	Yes			City/State/Zip	Nephi, UT 84648
	If "No" please explain:	Not Applicable			Contact/Phone:	David Worwood 4356231199
					Vendor No.:	T 27025787
					NV Business ID:	Pending
	To what State Fiscal Y	ear(s) will the con	tract be	e charged?	2011-2013	
	What is the source of f the contractor will be p	unds that will be u aid by multiple fur	ised to nding so	pay the contrac ources.	tor? Indicate the pe	rcentage of each funding source if
	General Funds	0.00 %		Fees	0.00 %	
	Federal Funds	0.00 %		Bonds	0.00 %	
	Highway Funds	s 0.00 %	X	Other funding	100.00 % Utility	Surcharge
2.	Contract start date:					
	a. Effective upon Boa Examiner's approva		or b. (other effective d	late: NA	
	Anticipated BOE	meeting date	09/20)10		
	Retroactive?	No				
	If "Yes", please explain	<u>1</u>				
	Not Applicable					
3.	Termination Date:	06/30/2013				
	Contract term:	2 years and 3	303 day	ys		
4.	Type of contract:	Contract				
	Contract description:	Well Repair				
5.	Purpose of contract:					
		ct to provide on-o	all ser	vices for emer	gency well problen	ns at state parks in the southern region
	CONTRACT IS CONT	INGENT UPON T	HF VF	NDOR SECURI	ING A NEVADA ST	ESS LICENSE. APPROVAL OF THIS ATE BUSINESS LICENSE AND BEING NESS REQUIREMENTS
6.	NEW CONTRACT					
	The maximum amount					
	Other basis for payme (37,000 lb pump rig),	nt: Payment will b \$75/hr (support tru	e made uck & d	e at the rate of \$ river, travel time	150/hr (12,000 lb pu e to be billed at same	ump truck w/two man crew), \$210/hr e hrly rate), overnight stays \$150/night.
J	USTIFICATION					
7.	. What conditions requir	e that this work be	e done'	?		
	Well systems in the staparks.	ate parks must be	kept in	operation at all	times to supply wat	er to the public and residences in the
8	. Explain why State emp	ployees in your ad	ency o	r other State ag	encies are not able	to do this work:
	The agency does not l					
9	. Were quotes or propos				Yes	
	Was the solicitation (R		urchas	sina	No	

a. If yes, list the names of vendors that submitted proposals:

11.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Lowest bid price

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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

No

12. Has the contractor ever been engaged under contract by any State agency?

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:

The vendor is a company with employees.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

Other

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	Imulkey	08/10/2010 15:17:54 PM
Division Approval	lmulkey	08/10/2010 15:17:56 PM
Department Approval	Imulkey	08/10/2010 15:18:00 PM
Contract Manager Approval	Imulkey	08/10/2010 15:18:03 PM
Budget Analyst Approval	jrodrig9	08/10/2010 16:08:48 PM
Team Lead Approval	cwatson	08/16/2010 15:19:05 PM
BOE Agenda Approval	cwatson	08/16/2010 15:19:09 PM

BOE Final Approval

Pending

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11401

1.	Contract Number:	11401			
				Legal Entity Name:	Nevada Natural Heritage Program
	Agency Name:	FORESTRY DIVI	SION	Contractor Name:	Nevada Natural Heritage Program
	Agency Code:	706		Address:	901 S. Carson Street
	Appropriation Unit:	4235-25			
	Is budget authority available?:	Yes		City/State/Zip	Carson City, NV 89701
	If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	Jennifer Newmark 775.684.2900 D70000000
				NV Business ID:	Govt. Entity
	To what State Fice	ol Voor(e) will the c	ontract be charged?	2011-2012	
					rcentage of each funding source if
	the contractor will b	be paid by multiple	funding sources.		
	General Fu		Fees	0.00 %	
	X Federal Fur	nds 100.00 %	Bonds	0.00 %	
	Highway Fu	unds 0.00 %	Other funding	0.00 %	
	Agency Reference		-		
2	0				
	Contract start date: a. Effective upon E	Board of Ye	s or b. other effective of	date: NA	
	Examiner's appi				
	Anticipated BC	DE meeting date	09/2010		
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable				
3.	Termination Date:	12/31/201 1			
	Contract term:	1 year and	121 days		
4	Type of contract:	Interlocal	Agreement		
••	Contract description		-		
Б	Purpose of contrac		-		
5.	This is a new inter	riocal agreement	to provide funding to N	evada Natural Heri	tage Program for collection and
	conservation of se Species at Risk.	eeds for the US F	ish and Wildlife Service	's Seed Banking P	rogram for Great Basin Endemic Plant
6.	NEW CONTRACT				
	The maximum amo	ount of the contract	for the term of the contra	act is: \$37,500.00	
	Other basis for pay	ment: Payable upo	on receipt of invoices, not	to exceed a total of	\$37,500.00
J	USTIFICATION				
7	What conditions re-	quire that this work	be done?		
	Due to the rarity of	certain plant spec	es and identified threats t	to their long-term via	ability, the US Fish and Wildlife Service and
	Novada Division of	[:] Eorestry helieve it	would be prudent to sup	plement federal rese	earch with a seed banking program. This is plant species at risk in Nevada's Great
8.	Explain why State	employees in your	agency or other State ag	encies are not able	to do this work:
	State employees w				
a	Were quotes or pro			No	
Э.	Was the solicitation Division?		e Purchasing	No	
		mes of vendors the	at submitted proposals:		

a. If yes, list the names of vendors that submitted proposals:

11.

Not	Ap	olica	ıble

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

State agency exists for this type of work

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

No

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?
 - 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

No

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	ssisco	07/22/2010 16:35:55 PM
Division Approval	ssisco	07/22/2010 16:35:58 PM
Department Approval	ssisco	07/22/2010 16:36:01 PM
Contract Manager Approval	pmisch	07/23/2010 14:30:43 PM
Budget Analyst Approval	sday	08/06/2010 16:15:35 PM
Team Lead Approval	sday	08/06/2010 16:15:40 PM
BOE Agenda Approval	sday	08/06/2010 16:15:44 PM
BOE Final Approval	Pending	
• •	-	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.

I.	DE	SCRIPTION OF	CONTI	RACT			
	1.	Contract Number:	10289			Amendment Number:	1
						Legal Entity Name:	Environmental Incentives, LLC
		Agency Name:	ENVIF	RONMENTAL	PROTECTION	Contractor Name:	Environmental Incentives, LLC
		Agency Code:	709			Address:	1027 Emerald Bay Road
		Appropriation Unit:	3193-0	06			
		Is budget authority available?:		Yes		City/State/Zip	South Lake Tahoe, CA 96150
		If "No" please expla	ain: No	t Applicable		Contact/Phone:	null530.541.2980
						Vendor No.:	
						NV Business ID:	NV20101203250
		To what State Fisc	al Year	(s) will the co	ntract be charged?	2010-2011	
		What is the source the contractor will b	of fund	ls that will be by multiple fu	used to pay the contrac nding sources.		rcentage of each funding source if
		General Fu	inds	0.00 %	Fees	0.00 %	
		X Federal Fu		100.00 %	Bonds	0.00 %	
		Highway Fu		0.00 %	Other funding	0.00 %	
		Agency Reference	#:	DEP 10-021			
	2.	Contract start date	:				
		a. Effective upon E Examiner's app	Board o roval?	f No	or b. other effective of	late 01/12/2010)
		Anticipated B	OE mee	eting date	09/2011		
		Retroactive?		No			
		If "Yes", please exp	plain				
		Not Applicable					
	3.	Previously Approve Termination Date:	ed	06/30/2011			
		Contract term:		1 year and 1	68 days		
	4.	Type of contract:		Contract			
		Contract descriptio	n:	Lake Tahoe	Clarity		
	5	Purpose of contract	-t-				
	0.	This is an amond	ment to	the original	contract, which creat	tes the opportunity	for urban jurisdictions to have a
		guided introducti	on to tl I issues 344 to	he Crediting s through tel enhance ser	Program and related sephone support. This vices and support to t	storm water tools v	vith limited assistance to resolve ases the maximum amount from ctions that have elected to provide
	6.	CONTRACT AME	NDMEN	ΙT			
		1. The maxim	ium am	ount of the ori	ginal contract:		\$117,344.00
		2. Total amou	int of ar	ny previous co	intract amendments:		\$0.00
		3. Amount of	current	contract ame	ndment:		\$45,000.00
		4. New maxim	num cor	ntract amount	:		\$162,344.00
11.	J	USTIFICATION					
	7.	What conditions re	equire th	hat this work b	e done?		
		Clean Water Act, S	Section	106			
	8	. Explain why State	emplov	ees in your a	gency or other State ag	encies are not able	to do this work:
		The Division of En	vironme	ental Protectic	on is the Section 106 G	rant Administrator fo	r the State of Nevada.
	9	. Were quotes or pro	oposals	solicited?		No	

Was the solicitation (RFP) done by the Purchasing Division?

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

h Soliciation	Waiver: Sole	Source Contrac	t (As Approve	d by Chief of	Purchasing)
D. SUIGATION			// (/ (0 / (pp: 0 / 0		

Approval #: 091021 Approval Date: 10/15/2009

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)

No

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:

2010 to present, Nevada Division of Environmental Protection, 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	sneudaue	08/04/2010 16:02:31 PM
Division Approval	sneudaue	08/04/2010 16:02:34 PM
Department Approval	sneudaue	08/04/2010 16:03:07 PM
Contract Manager Approval	sneudaue	08/04/2010 16:03:11 PM
Budget Analyst Approval	jrodrig9	08/10/2010 14:12:35 PM
Team Lead Approval	cwatson	08/16/2010 15:15:56 PM
BOE Agenda Approval	cwatson	08/16/2010 15:16:06 PM



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: ±091205 Amendment

ANDREW K. CLINGER Director



AUG - 2 2010

SOLICITATION WAIVER REQUEST FORM

ENVIRONMENTAL PROTECTION

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Jason Kuchnicki Environmental Scientist IV Bureau of Water Quality Planning Division of Environmental Protection Ph:687-9450; email: jkuch@ndep.nv.gov

b. Vendor contact information:

Jeremy Sokulsky, Principal Environmental Incentives, LLC 1027 Emerald Bay Road South Lake Tahoe, CA 96150 Ph: 530.541.2980; email: jsokulsky@enviroincentives.com

c. Type of waiver requested: \boxtimes Sole or single source \boxtimes Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Since 2001 the Nevada Division of Environmental Protection (NDEP) has been working with the Lahontan Regional Water Quality Control Board (Lahontan Water Board), Tahoe Regional Planning Agency (TRPA) and numerous other local, state and federal agencies to develop a total maximum daily load (TMDL) to restore Lake Tahoe's famed clarity. The TMDL science indicates that urban stormwater is the greatest source of fine sediment particles [(FSP) <16 μ m] and phosphorous pollutants that control clarity. Moreover, the analysis indicates urban stormwater represents the greatest opportunity to control FSP and phosphorus pollutants. Consequently, the TMDL Implementation Plan focuses on pollutant load reductions from urban stormwater; urban and roadway jurisdictions will need to reduce stormwater loads each by 34% from 2004 baseline levels in order to meet an interim clarity milestone of 24 meters.

As a component of TMDL implementation, NDEP and the Lahontan Water Board set out to develop a program that would drive accountability and motivate effective action to improve Lake Tahoe clarity. The resulting Lake Clarity Crediting Program (Crediting Program) is the framework that connects on-the-ground actions taken by local governments and state transportation agencies to the goal of restoring Lake Tahoe clarity. It defines a comprehensive and consistent system to quantify, track and report load reduction actions. In order to maximize review efficiency and consistency and comparability of results Crediting Program specifies the use of standardized protocols for this purpose. Although the Handbook

Solicitation Waiver Rev. 11/07 Page 1 of 4

lays out the requirements necessary to consider the utilization of other methods and tools, the Crediting Program encourages the use of the following approved tools:

(1) The Pollutant Load Reduction Model is the standard load reduction estimation tool, which integrates load reductions achieved through combinations of source control practices and treatment BMPs in a catchment.

(2) The Best Management Practice Maintenance Rapid Assessment Methodology (BMP RAM) and Road RAM are the standard condition assessment methods used to inspect and report actual conditions in comparison to the expected conditions used in load reduction estimations.

(3) The TMDL Accounting and Tracking Tool (A&T Tool) is the central credit accounting system. It stores information related to catchment schedules and inspection results and generates reports showing the credits awarded each year for specific catchments and urban jurisdictions. The A&T Tool also tracks and reports load reductions at all scales from specific catchments to the overall basin.

Through the fall of 2010, NDEP and the Lahontan Water Board will work with local governments and transportation agencies on a non-regulatory basis to test and implement the protocols, tools and methods described in the Handbook. Through the beta-testing we expect to improve the Crediting Program and Handbook to make them more efficient, functional and better able to support targeted efforts to reduce pollutant loading. The services performed by this contract work will support testing and training for jurisdictions to implement the Handbook. The Handbook will be updated in the Fall of 2010 based on lessons learned and comments received during the beta-test period. At that time, the regulatory agencies expect to incorporate the Crediting Program into policies, permits, MOA and codes.

Task 7 in the original workplan provides urban jurisdictions the opportunity to electively augment the Contractor support available to assist them with participation in the Crediting Program. Resources for this task will become available if urban jurisdictions choose to make funding transfers to NDEP as the primary mechanism for contract management. Approval of this revised solicitation waiver request is necessary to amend the contract to add \$45,000 in Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funds. These funds, administered by TRPA, are available for local governments to use for water quality improvement-related purposes. Washoe and Douglas Counties and the City of South Lake Tahoe have requested and received approval from the TRPA Governing Board to use \$15,000 each to enhance the support services provided through this contract.

3. Describe the unique qualification required for the service or good to be purchased:

Unique qualifications include:

1. Thorough knowledge and experience in reviewing, using and/or developing Pollution Crediting Programs.

2. Thorough knowledge of the Lake Tahoe basin, Tahoe TMDL and Lake Clarity Crediting Program. A critical need is specific knowledge on the protocols and processes included in the Crediting Program Handbook.

3. To ensure compatibility, specific knowledge of and the relation between project design and regulatory management tools currently being developed to incentivize and improve the water quality improvement project delivery process: Credit Accounting and Tracking Tool (tool to register, track and adjust credit awards and schedules), Pollutant Load Reduction Model (water quality model to estimate load reductions as a result of project implementation), and Best Management Practices Maintenance (BMP) and Roadways RAMs (respectively, rapid assessment methodologies to evaluate the function of treatment BMPs and the pollutant delivery potential of roadways).

Environmental Incentives (EI) has a contract with the Lahontan Water Board to provide support services to the California entities that will be required to participate in the program. Because they were the developers of the Lake Clarity Crediting Program, EI possesses the unique and intimate knowledge necessary to support testing and training for urban jurisdictions to implement the Program Handbook. Jurisdictional training and testing is essential to ensure implementation of the Crediting Program is successful and workable. Funding is required to provide this support to the Nevada jurisdictions (Washoe County, Douglas County and the Nevada Department of Transportation) that will be required to participate in the Crediting Program.

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:

Denying this request would disrupt important foundational work accomplished with stakeholders, who were informed that through the fall of 2010, NDEP and the Lahontan Water Board would work with them on a non-regulatory basis to test and implement the protocols, tools and methods described in the Handbook. Without this support services contract, Crediting Program testing and training would be protracted and would likely be incomplete prior within the indicated timeframe. Stakeholder feedback might not be able to be addressed or incorporated into a revised Program Handbook. Thus, the Crediting Program and Handbook would not be able to be improved to be made more efficient and functional. The Crediting Program would be met with only limited success and restoration of Lake Tahoe clarity would ultimately be delayed.

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.

This work builds off an existing scope and funding provided through the State of California, for which a contractor has already been selected to perform the work. Because the contractor selected was the original developer of the Crediting Program and Handbook. It is doubtful that another contractor would be able to provide the requested services, however even if it were possible, it would require significant time and resources to bring them up to speed to perform the work and the products are unlikely to be as good of quality in comparison. Therefore, staff determined the most cost-effective approach to accomplish the work is to retain the proposed service provider.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Reasonableness of cost was based on best professional judgment of the Contract Coordinator, Contract Manager and Bureau Chief in consideration of current contractor rates and costs to perform work of similar volume.

8. What is the estimated value and length of the contract, amendment or request.

a. New contract Y \square N \boxtimes Original contract specified at \$117,334, contract termination date of 06/30/11.

b. Amendment Y \boxtimes N \square Amendment No. 1 to add \$45,000 to bring contract total to \$162,334. The additional money comes solely from Tahoe Regional Planning Agency (TRPA) Water Quality Mitigation Funds. These funds, administered by TRPA, are available for local governments to use for water quality improvement-related purposes. Washoe and Douglas Counties and the City of South Lake Tahoe have requested and received approval from the TRPA Governing Board to use \$15,000 each to enhance the support services provided through this contract. No additional funds administered by NDEP are added. The contract termination date will remain the same as the original contract (6/30/11).

{provide copy of previous waiver(s)}

NDEP	hereby requests approval for	Environmental Incentives, LLC
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 been Kuchnicki	72610
Agency Representative Initiating Request	Date
x KarnySertic	7/26/10
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:	
xN/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:	
Х	
Mug mith	7-30-10
Administrator, Purchasing Division	Date

Page 4 of 4

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11495

1.	Contract Number:	11495			Tau (II) In a
				Legal Entity Name:	Towill, Inc.
	Agency Name:	DEPARTMENT OF TRANSPORTATION		Contractor Name:	
	Agency Code:	800		Address:	5099 Commercial Circle, #100
	Appropriation Unit:	4660-16			
	Is budget authority available?:	Yes		City/State/Zip	Concord, CA 94520
	If "No" please expla	ain: Not Applicable		Contact/Phone: Vendor No.:	Randy Smith 925.682.6976
				NV Business ID:	e0173352010-5
	To what State Fisc	al Year(s) will the cont	ract be charged?	2011	
	What is the source	of funds that will be up be paid by multiple fun	sed to pay the contract	ctor? Indicate the pe	rcentage of each funding source if
	General Fu		Fees	0.00 %	
	X Federal Fur	nds 95.00 %	Bonds	0.00 %	
	X Highway Fu	unds 5.00 %	Other funding	0.00 %	
	Agency Reference				
2.	Contract start date:	:			
	a. Effective upon E Examiner's app Anticipated B		or b. other effective o	date 09/14/2010)
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable				
3.	Termination Date:	05/28/2011			
	Contract term:	256 days			
4.	Type of contract:	Provider Agr	eement		
	Contract descriptio	n: Aeronautical	Surveys		
5.	Purpose of contrac				
	airports within Ne	tract to provide a su evada, with data bein lous obstructions in	g sent to the Federa	Aviation Administ	cal guidance approaches at five tration (FAA). The survey is to identify
6	NEW CONTRACT				
		ount of the contract for			
	Other basis for pay	ment: Upon completio	on and acceptance by	the FAA and the De	ept.
J	USTIFICATION				
7	. What conditions re	quire that this work be	e done?		
	1			a di di F rancisca a si	in a hundred abots setions support at the one

The FAA has requested NDOT to creat and provide an Architectural and Engineering physical obstructions survey at the end of Nevada airport runways. The survey data will be submitted to the National Geodetics Survey, and then publish as a Lateral Precision with Vertical (LVP) Guidelines for airport approaches by the FAA. LPV approaches provide precision vertical and

horizontal guidance to pilots opertating aircraft in meteorological conditions. The survey is to identify potentially hazardous obstructions in navigatable airspace
8. Explain why State employees in your agency or other State agencies are not able to do this work:

Due to the lack of specialized expertise to conduct physical obstruction surveys at the end of airports. NDOT will provide 5% in kind services working with the vendor

9. Were quotes or proposals solicited?

H.

a. If yes, list the names of vendors that submitted proposals: b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? most qualified d. Last bid date: 10/29/2009 Anticipated re-bid date: 01/01/2012

No

10. Does the contract contain any IT components?

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

No

13. Is the contractor currently involved in litigation with the State of Nevada?

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	eisenhar	08/09/2010 15:49:33 PM
Division Approval	eisenhar	08/09/2010 15:49:35 PM
Department Approval	eisenhar	08/09/2010 15:49:38 PM
Contract Manager Approval	eisenhar	08/09/2010 15:49:41 PM
Budget Analyst Approval	cwatson	08/16/2010 15:11:23 PM
Team Lead Approval	cwatson	08/16/2010 15:11:27 PM
BOE Agenda Approval	cwatson	08/16/2010 15:11:31 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11428

T. Contract Number. 1142			Legal Entity Name:	CARC DBA FALLON INDUSTRIES
Agency Name: REH	ABILITATION DIVISIO	DN .	Contractor Name:	CARC DBA FALLON INDUSTRIES
Agency Code: 901			Address:	PO BOX 1641
Appropriation Unit: 3265	-09			
Is budget authority available?:	Yes		City/State/Zip	FALLON, NV 89407
If "No" please explain: Not Applicable			Contact/Phone:	Leslie Spracklin 775/423-4760
			Vendor No.:	T80111720A
			NV Business ID:	NV19601000596
To what State Fiscal Year(s) will the contract be charged?			2011-2012	
What is the source of fun the contractor will be paid	ds that will be used to I by multiple funding se	pay the contrac ources.		centage of each funding source if
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 #:	1570-12-BVR/BSBV	ł		
2. Contract start date:				
a. Effective upon Board Examiner's approval?		other effective o	late 10/01/2010	
Anticipated BOE me	eting date 09/20)10		
Retroactive?	Νο			
If "Yes", please explain				
Not Applicable				
3. Termination Date:	10/31/2011			
Contract term:	1 year and 30 days			
4. Type of contract:	Contract			
Contract description:	ARRA-Employment	t		
5. Purpose of contract:				
This is a new contract, employment of individu	als with disabilities a	and/or the mos	st significant disabl	vestment Act (ARRA), to provide for the lities in an integrated work setting

employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting including a provision the vendor will sustain the employment of these individuals after the ARRA funding has ceased.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$414,950.61

Other basis for payment: The contractor will provide services and the Rehabilitation Division will pay \$189,443.81 upon commencement of the contract for the first quarter from October 1, 2010, through December 31, 2010; Upon receipt and approval of first quarter reporting requirements, the Division will pay \$60,113.91 for the second quarter, from January 1, 2011, through March 31, 2011; Upon receipt and approval of second quarter reporting requirements, the Division will pay \$124,320.28 for the third quarter from April 1, 2011, through June 30, 2011; Upon receipt and approval of the third quarter reporting requirements, the Division will pay \$41,072.61 for the fourth quarter from July 1, 2011, through September 30, 2011, with fourth quarter reporting requirements due no later than October 5, 2011. The total amount of the contract is not to exceed \$414,950.61 for the term of the contract.

II. JUSTIFICATION

7	What conditions	require	that	this	work	be	done?	2

The American Recovery and Reinvestment Act of 2009

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained and don't have the expertise 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. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

This Request for Application was administered by the Rehabilitation Division and from the four vendors that submitted proposals, contracts were awarded to three of them per the Request for Application's (RFA) evaluation committee's recommendation. Awarded vendors were Churchill Association for Retarded Citizens (CARC) doing business as Fallon-Fernley Industries, Easter Seals of Southern Nevada and Greener Vegas.

d. Last bid date: 06/10/2010 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 contractor is currently under contract with Western Nevada College, Fallon Campus. It has been verified that Fallon-Fernley Industries has been performing satisfactorily and Western Nevada College is currently in the process of renewing their 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 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	07/30/2010 15:17:15 PM
Division Approval	tnash	08/09/2010 11:51:37 AM
Department Approval	tnash	08/09/2010 11:51:39 AM
Contract Manager Approval	tnash	08/09/2010 11:51:41 AM
Budget Analyst Approval	knielsen	08/18/2010 11:43:14 AM
Team Lead Approval	cwatson	08/19/2010 15:26:38 PM
BOE Agenda Approval	cwatson	08/19/2010 15:26:42 PM

BOE Final Approval

Pending

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11426

		-		Legal Entity Name:	EASTER SEALS SOUTHERN
	Agency Name: REHA	ABILITATION DIVISIO	N	Contractor Name:	EASTER SEALS SOUTHERN
	Agency Code: 901			Address:	NEVADA
	Appropriation Unit: 3265-	•09			6200 W OAKEY BLVD
	Is budget authority available?:	Yes		City/State/Zip	LAS VEGAS, NV 89146
	If "No" please explain: No	ot Applicable		Contact/Phone:	Tina Jeeves 702/870-7050
				Vendor No.:	T80571570
				NV Business ID:	NV19761001232
	To what State Fiscal Year	r(s) will the contract be	e charged?	2011-2012	
	What is the source of func the contractor will be paid	ds that will be used to by multiple funding se	pay the contrac ources.	tor? Indicate the per	rcentage of each funding source if
	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 #:	1571-12-BVR/BSBV	l		
2.	Contract start date:				
	a. Effective upon Board o Examiner's approval?	of No or b. (other effective c	late 10/01/2010	
	Anticipated BOE me	eting date 09/20)10		
	Retroactive?	No			
	If "Yes", please explain				
	Not Applicable				
3.	Termination Date:	10/31/2011			
	Contract term:	1 year and 30 days			
4.	Type of contract:	Contract			
	Contract description:	ARRA-Employment	:		
5.	Purpose of contract:				
	employment of individu	als with disabilities a	and/or the mos	t significant disabi	restment Act (ARRA), to provide for the lities in an integrated work setting luals after the ARRA funding has

including a provision the vendor will sustain the employment of these individuals after the ARRA funding has ceased.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$511,076.00

Other basis for payment: The contractor will provide services and the Rehabilitation Division will pay \$112,651.50 upon commencement of the contract for the first quarter from October 1, 2010, through December 31, 2010; Upon receipt and approval of first quarter reporting requirements, the Division will pay \$123,501.50 for the second quarter, from January 1, 2011, through March 31, 2011; Upon receipt and approval of second quarter reporting requirements, the Division will pay \$165,381.50 for the third quarter from April 1, 2011, through June 30, 2011; Upon receipt and approval of the third quarter reporting requirements, the Division will pay \$165,381.50 for the third quarter from April 1, 2011, through June 30, 2011; Upon receipt and approval of the third quarter reporting requirements, the Division will pay \$109,541.50 for the fourth quarter from July 1, 2011, through September 30, 2011, with fourth quarter reporting requirements due no later than October 5, 2011. The total amount of the contract is not to exceed \$511,076 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The American Recovery and Reinvestment Act of 2009.

8. Explain why State employees in your agency or other State agencies are not able to do this work: State employees are not trained and don't have the expertise 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. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

The Request for Application (RFA) was administered by the Rehabilitation Division and from the four vendors that submitted proposals, contracts were awarded to three of them per the RFA evaluation committee's recommendation. Awarded vendors were Churchill Association for Retarded Citizens (CARC) doing business as Fallon-Fernley Industries, Easter Seals of Southern Nevada and Greener Vegas.

d. Last bid date: 06/10/2010 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:

Easter Seals Southern Nevada is currently under contract with the Department of Employment, Training and Rehabilitation Division providing weatherization worker training. It has been verified that Easter Seals has been 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 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	07/30/2010 15:16:28 PM
Division Approval	tnash	08/09/2010 13:21:08 PM
Department Approval	tnash	08/09/2010 13:21:10 PM
Contract Manager Approval	tnash	08/09/2010 13:21:13 PM
Budget Analyst Approval	knielsen	08/18/2010 11:51:18 AM
Team Lead Approval	cwatson	08/19/2010 15:25:41 PM
BOE Agenda Approval	cwatson	08/19/2010 15:25:45 PM

BOE Final Approval Pending

4

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11427

	001111001			Legal Entity Name:	Greener Vegas, Inc.	
	Agency Name:	REHABILITATION	DIVISION	Contractor Name:	Greener Vegas, Inc.	
	Agency Code:	901		Address:	3350 W Alibaba	
	Appropriation Unit:	3265-09				
	Is budget authority available?:	Yes		City/State/Zip	Las Vegas, NV 89118	
	If "No" please expla	ain: Not Applicable		Contact/Phone:	Zachary Delbex 702-372-0986	
				Vendor No.:	T29024244	
				NV Business ID:	NV20071075620	
		al Year(s) will the cor		2011-2012		
	What is the source the contractor will b	of funds that will be be paid by multiple fu	used to pay the contrac nding sources.		rcentage of each funding source if	
	General Fu	nds 0.00 %	Fees	0.00 %		
	X Federal Fu	nds 100.00 %	Bonds	0.00 %		
	Highway Fu	unds 0.00 %	Other funding	0.00 %		
	Agency Reference	#: 1572-12-BVF	R/BSBVI			
2.	Contract start date:					
	a. Effective upon E Examiner's app Anticipated B0		or b. other effective of 09/2010	date 10/01/2010)	
	Retroactive?	No				
	If "Yes", please exp					
	Not Applicable					
	Termination Date:	10/31/2011				
0.	Contract term:	1 year and 3	0 days			
4.	Type of contract:	Contract				
	Contract descriptio	n: ARRA-Emp l	oyment			
5.	Purpose of contrac					
	This is a new con	tract utilizing funds	s from the American I	Recovery and Reiny	vestment Act (ARRA), to provide for th	١E

This is a new contract, utilizing funds from the American Recovery and Reinvestment Act (ARRA), to provide for the employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting including a provision the vendor will sustain the employment of these individuals after the ARRA funding has ceased.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$360,000.00

Other basis for payment: The contractor will provide services and the Rehabilitation Division will pay \$149,743.67 upon commencement of the contract for the first quarter from October 1, 2010, through December 31, 2010; Upon receipt and approval of first quarter reporting requirements, the Division will pay \$79,679.13 for the second quarter, from January 1, 2011, through March 31, 2011; Upon receipt and approval of second quarter reporting requirements, the Division will pay \$65,543.60 for the third quarter from April 1, 2011, through June 30, 2011; Upon receipt and approval of the third quarter from April 1, 2011, through June 30, 2011; Upon receipt and approval of the third quarter reporting requirements, the Division will pay \$65,033.60 for the fourth quarter from July 1, 2011, through September 30, 2011, with fourth quarter reporting requirements due no later than October 5, 2011. The total amount of the contract is not to exceed \$360,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The American Recovery and Reinvestment Act of 2009.

8. Explain why State employees in your agency or other State agencies are not able to do this work: State Employees are not trained and don't have the expertise to perform these services.

	proposals solicited?	Yes
Division?	ion (RFP) done by the Purchasing	No
a. If yes, list the	names of vendors that submitted propo	osals:
	aiver: Not Applicable	
	contractor chosen in preference to othe	
proposals, contr were Churchill A	acts were awarded to three of them pe	by the Rehabilitation Division and from the four vendors that submitted r the RFA evaluation committee's recommendation. Awarded vendors C) doing business as Fallon-Fernley Industries, Easter Seals of
d. Last bid date:	06/10/2010 Anticipated	re-bid date:
0. Does the contra	ct contain any IT components?	No
OTHER INFOR	IATION	
1. a. Is the contrac consultant is a p	tor a consultant that is providing an opi erson that provides information, an opi	inion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a inion, or advice for a fee")
No		
	tor a current employee of the State of N	
No If " his	Yes", is contractor planning to render s own time? (Please explain)	ervices while on annual leave, compensatory time, sick leave, or on
Not Applicable		
c. Was the contr	actor formerly employed by the State c	of Nevada within the past one (1) year?
No If "	Yes", please provide employment term	ination date.
	tor employed by any of Nevada's politic Yes", please explain	cal subdivisions or by any other government?
Not Applicable		
2. Has the contract	or ever been engaged under contract l	by any State agency?
No If"		cy and indicate if the quality of service provided to the identified
Not Applicable		
	currently involved in litigation with the	State of Nevada?
Is the contractor	Yes", please provide details of the litigation	ation and facts supporting approval of the contract:
No If " Not Applicable	s registered with the Nevada Secretary	of State's Office as a:

- 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	07/30/2010 15:16:54 PM
Division Approval	tnash	08/09/2010 11:48:55 AM
Department Approval	tnash	08/09/2010 11:48:57 AM
Contract Manager Approval	tnash	08/09/2010 11:49:00 AM
Budget Analyst Approval	knielsen	08/18/2010 11:50:05 AM
Team Lead Approval	cwatson	08/19/2010 15:24:25 PM
BOE Agenda Approval	cwatson	08/19/2010 15:24:31 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.	DESCRI	TION OF	CONTRA	АСТ							
	1. Contra	ct Number:	CONV6	363				endment mber:	1		
								gal Entity me:	Westernaire	e, INC.	
	Agency	/ Name:	REHAB	ILITATION	DIVISI	ON	Co	ntractor Name:	Westernair	e, INC.	
	•	/ Code:	901				Ad	dress:	270 Double	eback Road	
	v .	riation Unit	: All App	ropriations	5						
	•••	et authority		Yes			Cit	y/State/Zip	Reno, NV 8	9506	
	lf "No"	please expl	lain: Not	Applicable			Co	ntact/Phone:	Gary Johns	on 7756771040	
							Ve	ndor No.:	T81077993		
							N۷	Business ID:	NV1985101	16139	
	To what	at State Fiso	al Year(s) will the co	ntract b	e charged?	20	09-2011			
	What i	s the source tractor will	e of funds	that will be	used to	pay the cont	tractor?	Indicate the pe	ercentage of e	each funding sou	rce if
		General Fu		0.00 %	-	Fees		0.00 %			
		Federal Fu		0.00 %		Bonds		0.00 %			
		Highway F		0.00 %	х	Other fundir	ng 1	00.00 % All D	ETR Budget	Accounts	
	Agenc	y Reference		398-11-DE	TR		Ū.				
	-										
		ct start date		No	or b.	other effectiv	ateh av	06/11/200	9		
	a. Ene Exa	ective upon aminer's app	board of	NO	01 D.	Uner enectiv	ve date	00/11/200	•		
		nticipated B		ing date	09/2	010					
		•		No							
	Retroa		(nlain	NO							
		", please ex	(piain							···· ···	
	NOT A	oplicable								· · · · · · · · · · · · · · · · · · ·	
	Termir	usly Approv ation Date:		4/30/2011							
	Contra	ict term:	1	year and 3	323 day	/S					
	4. Type of	of contract:		Contract							
	Contra	ct description	on: C	General Eq	uipmer	nt Maintenan	ce and	Repair Servic	es		
	5. Purpo	se of contra	ct:								
	Origir which condi	al Contrac	t Amount repair ser stems. Th	vice on an	26-000	ded basis to	o the de	partment's no	rtnern Nevac	nt to the origina la facilities heat \$13,000 due to a	ting and all
	6. CONT	RACT AME		-							
	1.	The maxim	num amou	unt of the or	iginal c	ontract:			\$	\$8,000.00	
	2.	Total amou	unt of any	previous c	ontract	amendments	:			\$0.00	
	3.			ontract ame					\$	\$5,000.00	
	4.	New maxir	mum cont	ract amoun	t:				\$1	13,000.00	
11.											
		conditions re	equire the	t this work	he done	?					
	The h	eating and a nd clients.	air conditio	oning syster	n at DE	TR's Adminis	strative	Office must be	kept functiona	al to ensure the c	comfort of
			emplove	es in vour a	aency	or other State	e agenc	es are not able	to do this wo	rk:	
		yees do not					-30110				
		1000 00 10		1-1-1-1-1	f						

9. Were quotes or proposals solicited?

a. If yes, list the names of vendors that submitted proposals: b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other? One in a vendor pool. d. Last bid date: 05/20/2009 Anticipated re-bid date: 04/30/2011

No

10. Does the contract contain any IT components?

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:

Westernaire is currently under contract with DETR 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:

Nevada Corporation

- 15. a. Is the Contractor Name the same as the legal Entity Name?
- 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:

Yes

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	08/10/2010 15:42:56 PM
Division Approval	tnash	08/10/2010 16:45:09 PM
Department Approval	tnash	08/10/2010 16:45:12 PM
Contract Manager Approval	tnash	08/11/2010 09:25:34 AM
Budget Analyst Approval	knielsen	08/17/2010 15:17:53 PM
Team Lead Approval	cwatson	08/18/2010 09:06:27 AM
BOE Agenda Approval	cwatson	08/18/2010 09:06:32 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

BOE

1 0						
i. Cont	ract Number:	11069			Amendment Number:	1
					Legal E ntity Name:	NEVADAWORKS
Ager	ncy Name:	EMPLC	YMENT SEC	URITY DIVISION	Contractor Name:	NEVADAWORKS
Ager	ncy Code:	902			Address:	BLDG A
Appr	ropriation Unit:	4770-1	1			6490 S MCCARRAN BLVD STE 1
ls bu avail	udget authority able?:		Yes		City/State/Zip	RENO, NV 89509-6119
If "N	o" please expla	ain: Not	Applicable		Contact/Phone:	null775/284-1338
					Vendor No.:	T27003177
					NV Business ID:	Government Entity
				tract be charged?	2011-2012	
Wha the c	t is the source contractor will b	of funds be paid b	that will be u by multiple fur	sed to pay the contra iding sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds	0.00 %	Fees	0.00 %	
X	Federal Fur	nds 10	00.00 %	Bonds	0.00 %	
	Highway Fu	unds	0.00 %	Other funding	0.00 %	
Ager	ncy Reference	#: F	PY10-DW-01			
2. Con ⁱ	tract start date:					
a. E E	ffective upon E Examiner's appl	Board of roval?	No	or b. other effective	date 07/01/2010	
	Anticipated BC		ting date	09/2010		
Retr	oactive?		No			
	es", please exp	olain				
Not	Applicable					
3. Prev	Applicable viously Approve nination Date:	ed C	06/30/2012			
3. Prev Tern						
3. Prev Tern Cont	viously Approve nination Date: tract term:	2	2 years	reement		
 Prev Tern Cont 4. Type 	viously Approve nination Date: tract term: e of contract:	2	2 years nterlocal Ag			
 Prev Tern Cont Type Cont 	viously Approven nination Date: tract term: e of contract: tract description	2 n: \$	2 years			
 3. Prev Tern Cont 4. Type Cont 5. Purp 	viously Approven nination Date: tract term: e of contract: tract description pose of contrac	2 I n: \$	2 years nterlocal Ag Speciality Se	rvices	ides omployment a	nd training services to dislocated
 Prev Tern Cont Type Cont Purp This worl 	viously Approvenination Date: tract term: e of contract: tract description pose of contract	2 I n: S t: ment to ern Neva	2 years nterlocal Ag Speciality Se the original o ada. This am	rvices	vides employment a the amount from \$3	nd training services to dislocated 9,035,689 to \$3,053,689 due to a math
 Prev Tern Cont Type Cont Purp Purp This worl erro 	viously Approven nination Date: tract term: e of contract: tract description oose of contract is an amendric kers in Northe	n: S ment to ern Neva al contra	2 years nterlocal Ag Speciality Se the original o ida. This am act.	rvices	vides employment a the amount from \$3	nd training services to dislocated 9,035,689 to \$3,053,689 due to a math
 Prev Tern Coni Type Coni Purp This worl erro 	viously Approven nination Date: tract term: e of contract: tract description cose of contract is an amendric kers in Northe r in the origina	I n: S ment to ern Neva al contra	2 years nterlocal Ag Speciality Se the original o ida. This am act.	rvices contract, which prov endment increases	vides employment a the amount from \$3	nd training services to dislocated 5,035,689 to \$3,053,689 due to a math \$3,035,689.00
 Prev Tern Cont Type Cont Purp This worl erro CON 	viously Approve nination Date: tract term: e of contract: tract description pose of contrac is an amendr kers in Northe r in the origin NTRACT AMEN The maximu	n: S ment to ern Neva al contra NDMENT um amou	2 years nterlocal Ag Speciality Se the original o ada. This am act.	rvices contract, which prov endment increases	vides employment a the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00
 Prev Tern Cont Type Cont Purp This worl erro CON CON 1. 	viously Approvenination Date: tract term: e of contract: tract description tract description oose of contract is an amendr kers in Northe r in the origin NTRACT AMEN The maximu Total amoun	n: S ment to S ern Neva al contra NDMENT um amou nt of any	2 years nterlocal Ag Speciality Se the original o ada. This am act.	rvices contract, which proviendment increases inal contract: ntract amendments:	vides employment a the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00 \$18,000.00
 Prev Tern Cont Type Cont Purp Purp Cont Co	viously Approve nination Date: tract term: e of contract: tract description oose of contrac is an amendr kers in Northe r in the origin NTRACT AMEN The maximu Total amoun Amount of c	I n: S ment to al contra NDMENT um amou nt of any current c	2 years nterlocal Ag Speciality Se the original o ada. This am act. F unt of the orig	rvices contract, which proviendment increases inal contract: ntract amendments:	vides employment a the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00
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 Prev Term Cont Type Conf Purp This worl erro CON CON 1. 2. 3. 4. 	viously Approvenination Date: tract term: e of contract: tract description tract description oose of contract is an amendr kers in Northe r in the origin NTRACT AMEN The maximu Total amoun Amount of contract New maximu	I n: S ment to al contra NDMENT um amou nt of any current cont hum cont	2 years nterlocal Ag Speciality Se the original of ada. This am act. F unt of the orig previous cor ontract amen tract amount:	rvices contract, which prov endment increases inal contract: ntract amendments: dment:	vides employment a the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00 \$18,000.00
 Prev Term Confi Type Confi Purp This worl erro CON 1. 2. 3. 4. JUSTI 7. What 	viously Approve nination Date: tract term: e of contract: tract description oose of contrac s is an amendr kers in Northe r in the origin NTRACT AMEN The maximum Amount of contract New maximum IFICATION at conditions rest	n: S ment to al contra NDMENT um amou nt of any current cont num cont	2 years nterlocal Ag Speciality Se the original of da. This am act. F unt of the orig previous cor ontract amen tract amount:	contract, which prov endment increases inal contract: atract amendments: dment:	vides employment a the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00 \$18,000.00
 Prev Term Cont Type Cont Type Cont Furp Furp Furp CON CON 1. 2. 3. 4. JUSTI 7. What Wort 	viously Approvenination Date: tract term: e of contract: tract description pose of contrac is an amendr kers in Northe r in the origin NTRACT AMEN The maximu Total amoun Amount of contraction New maximus IFICATION at conditions reaction	I n: S ment to ern Neva al contra NDMENT um amou nt of any current co num cont aum cont	2 years nterlocal Ag Speciality Se the original of da. This am act. F unt of the orig previous cor ontract amen tract amount: at this work be WIA) of 1998	e done?	the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00 \$18,000.00 \$3,053,689.00
 3. Prev Term Confi 4. Type Confi 5. Purp This worl erro 6. CON 1. 2. 3. 4. JUSTI 7. What Worl 8. Expli 	viously Approvenination Date: tract term: e of contract: tract description tract description oose of contract is an amendr kers in Northe r in the origin NTRACT AMEN The maximu Total amoun Amount of contract New maximus Amount of contract New Maxim	I n: S ment to rn Neva al contra NDMENT um amou nt of any current co num cont quire tha ent Act (employe orkforce	2 years nterlocal Ag Speciality Se the original of da. This am act. F unt of the orig previous cor ontract amount: at this work be (WIA) of 1998 es in your age Investment B	contract, which prov endment increases inal contract: ntract amendments: dment: e done?	the amount from \$3	\$3,035,689 to \$3,053,689 due to a math \$3,035,689.00 \$0.00 \$18,000.00 \$3,053,689.00

Was the solicitation (RFP) done by the Purchasing Division?

a. If yes, list the names of vendors that submitted proposals:

 Not Applicable

 b. Soliciation 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:

No

No

10. Does the contract contain any IT components?

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 A	pplicab	le	 	 		 	 	 	 	 	
					 	 			 <u>^</u>		

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	07/30/2010 15:18:09 PM
Division Approval	tnash	08/09/2010 16:08:16 PM
Department Approval	tnash	08/09/2010 16:08:20 PM
Contract Manager Approval	tnash	08/09/2010 16:08:23 PM
Budget Analyst Approval	knielsen	08/11/2010 10:32:00 AM
Team Lead Approval	cwatson	08/16/2010 15:21:15 PM
BOE Agenda Approval	cwatson	08/16/2010 15:21:19 PM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11413

1. Contract Number:	11413			
			Legal Entity Name:	GREAT BASIN PAINTING & DECORATING, INC.
Agency Name:	EMPLOYMENT SECUR	ITY DIVISION	Contractor Name:	GREAT BASIN PAINTING & DECORATING, INC.
Agency Code:	902		Address:	7390 LITTLE EASY ST
Appropriation Unit	4771-07			
Is budget authority available?:	Yes		City/State/Zip	SPARKS, NV 89436-7450
If "No" please exp	ain: Not Applicable		Contact/Phone:	null775/626-1035
			Vendor No.:	T27005503
			NV Business ID:	NV19961250559
What is the source	al Year(s) will the contrac of funds that will be used be paid by multiple funding	to pay the contra	2011 ctor? Indicate the per	rcentage of each funding source if
General Fu	unds 0.00 %	Fees	0.00 %	
Federal Fu	inds 0.00 %	Bonds	0.00 %	
Highway F	unds 0.00 % X	Other funding	100.00 % Emplo Penal	oyment Security Special Fund - UI ities and Interest
Agency Reference	#: 1576-11-DETR			
2. Contract start date	:			
a. Effective upon Examiner's app		b. other effective	date: NA	
Anticipated B	OE meeting date 09	/2010		
Retroactive?	No			
If "Yes", please ex	plain			
Not Applicable				
3. Termination Date:	06/30/2011			
Contract term:	302 days			
4. Type of contract:	Contract			
Contract description	on: Painter, Building	I		
5. Purpose of contra				
This is a new cor Rehabilitation's b	tract to prepare and pair building at 500 E. Third S	nt the exterior of treet, Carson Cit	the Department of y, Nevada.	Employment, Training and
6. NEW CONTRACT				
The maximum am	ount of the contract for the	term of the contra	act is: \$29,470.00	
	ment: The vendor will be	paid upon satisfac	ctory completion of th	e project for a contract maximum not to
exceed \$29,470.				
JUSTIFICATION				
	quire that this work be do		-	
The exterior of the appearance of the	DETR building must be pastate building.	ainted to protect it	against further weat	her damage and to maintain the
8. Explain why State	employees in your agency	or other State ag	encies are not able t	o do this work:
	lo not have the equipment			
9. Were quotes or pr	oposals solicited?		Yes	
	n (RFP) done by the Purch	nasing	No	
a. If yes, list the na				

Π.

b. Soliciation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

This vendor scored the highest out of the two proposals that were submitted in response to the RFP #DETR-1000. Great Basin was not the lowest bidder; however, the proposal that was submitted was the more comprehensive and most adequately addressed the scope of work.

No

d. Last bid date: 05/27/2010 Anticipated re-bid date:

10. Does the contract contain any IT components?

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?

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

No

No

13. Is the contractor currently involved in litigation with the State of Nevada?

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:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	07/26/2010 13:24:37 PM
Division Approval	tnash	08/10/2010 16:26:38 PM
Department Approval	tnash	08/10/2010 16:26:40 PM
Contract Manager Approval	tnash	08/10/2010 16:26:42 PM
Budget Analyst Approval	knielsen	08/18/2010 11:26:36 AM
Team Lead Approval	cwatson	08/19/2010 15:28:13 PM
BOE Agenda Approval	cwatson	08/19/2010 15:28:17 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11501

1. Contract Number.	11501			
			Legal Entity Name:	KFC BUILDING CONCEPTS, INC.
Agency Name:	EMPLOYMENT SEC	URITY DIVISION	Contractor Name:	KFC BUILDING CONCEPTS, INC.
	902		Address:	5635 RIGGINS CT STE 20
Appropriation Unit:	4771-07			
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89502-6561
If "No" please expla	in: Not Applicable		Contact/Phone:	null775/825-5534
•			Vendor No.:	T29012071
			NV Business ID:	NV20071277668
	I Year(s) will the con		2011-2012	
What is the source of the contractor will be	of funds that will be u e paid by multiple fur	sed to pay the contrac iding sources.		rcentage of each funding source if
General Fur	nds 0.00 %	Fees	0.00 %	
Federal Fun	ds 0.00 %	Bonds	0.00 %	
Highway Fu	nds 0.00 %	X Other funding		ployment Insurance Penalties and st Account
Agency Reference	#: 1582-12-DET	R		
2. Contract start date:				
a. Effective upon B Examiner's appr		or b. other effective of	date: NA	
Anticipated BC	E meeting date	09/2010		
Retroactive?	No			
If "Yes", please exp	lain			
Not Applicable				
3. Termination Date:	08/31/2011			
Contract term:	364 days			
4. Type of contract:	Contract			
Contract description	n: Concrete Co	mpany		
5. Purpose of contract	:			
This is a new cont	ract to provide for t	he removal of concre State Administrative	ete in specific area Office building at \$	s at the Department of Employment, 500 E. Third Street, Carson City, Nevada
6. NEW CONTRACT				
	1 . Ciller - and an ab for	the statute of the statute	A 10	

The maximum amount of the contract for the term of the contract is: \$49,985.00

Other basis for payment: Remove and replace sidewalk as marked in white paint at the DETR Administrative Office on Valley Rd. and 2nd St. in Carson City; approximately 2,560 sq. ft., including two Americans with Disabilities Act ramps. Replace with 4,000 pounds per square inch fiber mesh. Remove and replace east entrance stairs and landing and install new handrail to match existing landing, approximately 18x20. Compaction testing is not included. The total amount of this contract is not to exceed \$50,000.

II. JUSTIFICATION

- 7. What conditions require that this work be done? The concrete needs to be replaced in different areas at the SAO building including the east entrance stairs.
- 8. Explain why State employees in your agency or other State agencies are not able to do this work: State employees are not licensed or possess the experience necessary 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:

	w Net Applicable					
b. Soliciation Waive						
c. Why was this con	c. Why was this contractor chosen in preference to other?					
Low bidder and willi	ngness to perform tl	ne necessary work.				
d. Last bid date:	07/19/2010	Anticipated re-bid date:	08/01/2011			

No

10. Does the contract contain any IT components?

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:

KFC Building Concepts has provided satisfactory work for State Parks as well as Buildings and Grounds

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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	08/10/2010 16:05:23 PM
Division Approval	tnash	08/11/2010 09:32:24 AM
Department Approval	tnash	08/11/2010 09:32:26 AM
Contract Manager Approval	tnash	08/12/2010 10:06:33 AM
Budget Analyst Approval	knielsen	08/12/2010 10:16:39 AM
Team Lead Approval	cwatson	08/16/2010 15:23:54 PM
BOE Agenda Approval	cwatson	08/16/2010 15:23:57 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

		(
I.	DESC	CRIPTION OF (CONTRACT								
	1. Co	ontract Number:	CONV4446			Amendment Number:	3				
						Legal Entity Name:	SCHNEIDER ELECTRIC BUILDINGS				
	Aa	ency Name:	EMPLOYMENT	SECURI	TY DIVISION	Contractor Name:	SCHNEIDER ELECTRIC BUILDINGS				
	-	ency Code:	902			Address:	AMERICAS INC				
	•	propriation Unit:	4771-07				1650 W CROSBY RD				
	Is l	budget authority ailable?:	Yes	6		City/State/Zip	CARROLLTON, TX 75006-6628				
	lf "	'No" please expla	ain: Not Applicat	ble		Contact/Phone:	Richard Rourke 972/323-1111				
						Vendor No.:	PUR0001005				
						NV Business ID:	NV20071402383				
	То	what State Fisca	al Year(s) will the	e contract l	be charged?	2008-2011					
	Wł	What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source the contractor will be paid by multiple funding sources.									
		General Fu	nds 0.00 %		Fees	0.00 %					
		Federal Fur	nds 0.00 %		Bonds	0.00 %					
		Highway Fu	inds 0.00 %	X	Other funding	100.00 % Unem Intere	ployment Insurance Penalties and st Account				
	Ū	ency Reference		DETR							
		ontract start date:					-				
	a. Effective upon Board of No or b. other effective date 09/11/2007 Examiner's approval?										
		Anticipated BC	DE meeting date	09/2	2010						
	Re	etroactive?	Νο)							
	<u> f "</u>	'Yes", please exp	olain								
	No	ot Applicable									
	3. Pro Te	eviously Approve ermination Date:	ed 06/30/20	11							
	Co	ontract term:	3 years a	and 293 d	ays						
	4. Tv	pe of contract:	Contrac	t							
	-	ontract description	n: General	Equipmer	nt Maintenance	and Repair Service	es				
		Irpose of contrac									
	Th fir an	nis is an amendr	nent to the orig related sensors ases the maxim	associate	d with the mec	hanical equipment	naintenance with the software, at 2800 East St. Louis, Las Vegas. This ide adequate funding for the remaining				
	6. CC	ONTRACT AMEN									
	1.		um amount of the				\$75,000.00				
	2.		nt of any previou				\$0.00				
	3.		current contract a		it:	\$15,000.00					
	4.	New maxim	ium contract amo	ount:			\$90,000.00				
II.	JUS	TIFICATION									
		hat conditions red									
	Th	ne heating and air	r conditioning sy	stem must	be maintained for	or staff and client co	mfort.				
	8 F	olain why State e	emplovees in vo	ur agencv	or other State ag	encies are not able	to do this work:				
	Er	nployees do not l	have the equipm	ent or exp							
	9. W	ere quotes or pro	posals solicited	?		No					

Was the solicitation (RFP) done by the Purchasing Division?

a. If yes, list the names of vendors that submitted proposals: Not Applicable b. Soliciation Waiver: Not Applicable c. Why was this contractor chosen in preference to other?

No

No

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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)

<u> </u>

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:

Schneider Electric Buildings is currently under contract with the Department of Employment, Training and Rehabilitation 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	jmacnab	08/10/2010 17:07:14 PM
Division Approval	tnash	08/11/2010 09:07:41 AM
Department Approval	tnash	08/11/2010 09:07:43 AM
Contract Manager Approval	tnash	08/11/2010 09:07:46 AM
Budget Analyst Approval	knielsen	08/17/2010 08:02:26 AM
Team Lead Approval	cwatson	08/18/2010 08:39:15 AM
BOE Agenda Approval	cwatson	08/18/2010 08:39:20 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

DESCRIPTION OF	CONTRACT			
1. Contract Number:	10216		Amendment Number:	1
			Legal Entity Name:	WESTERNAIRE MECHANICAL
Agency Name:	EMPLOYMENT SECURITY	Y DIVISION	Contractor Name:	WESTERNAIRE MECHANICAL
Agency Code:	902		Address:	SERVICES INC
Appropriation Unit:	All Appropriations			270 DOUBLEBACK RD
Is budget authority available?:	Yes		City/State/Zip	RENO, NV 89506-9144
If "No" please explain: Not Applicable			Contact/Phone:	null775/677-1040
			Vendor No.:	T81077993
			NV Business ID:	NV19851016139
To what State Fisc	al Year(s) will the contract be	e charged?	2010-2012	
What is the source the contractor will	of funds that will be used to be paid by multiple funding s	pay the contract ources.	tor? Indicate the per	centage of each funding source if
General Fu	inds 0.00 %	Fees	0.00 %	
Federal Fu	nds 0.00 %	Bonds	0.00 %	
Highway F	unds 0.00 % X	Other funding	100.00 % All DE	TR Budget Accounts
Agency Reference	#: 1442-12-DETR			
2. Contract start date				
a. Effective upon Examiner's app Anticipated B		other effective d	ate 12/01/2009	
Retroactive? If "Yes", please ex	No			
Not Applicable	piain			
3. Previously Approve Termination Date:	ed 11/30/2011	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Contract term:	1 year and 364 days	s		
4. Type of contract:	Contract			
Contract descriptic	on: HVAC service			
5. Purpose of contract				
This is an amend for units at 500 E	ment to the original contra	Nevada. This a	amendment increa	r conditioning service and maintenar ses the amount from \$20,400 to \$38,4 ntil the contract expires.
6. CONTRACT AME	NDMENT			
	um amount of the original co	ntract:		\$20,400.00
	int of any previous contract a			\$0.00
	current contract amendment:			\$18,000.00
	num contract amount:			\$38,400.00
JUSTIFICATION				
	quire that this work be done	2		
This contract provi		ce on heating an	d air conditioning sy	stems at the DETR Administrative
8 Evolain why State	employees in your agency of	r other State and	encies are not able t	o do this work:
	employees in your agency of e the expertise and equipment			o do this work:

9. Were quotes or proposals solicited?

a. If yes, list the names of vendors that submitted proposals:

b. Soliciation Waiver: Not Applicable								
c. Why was this contractor chosen in preference to other?								
Lowest bid								
d. Last bid date:	08/31/2009	Anticipated re-bid date:	09/01/2013					

No

No

10. Does the contract contain any IT components?

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:

Westernaire Inc. is currently under contract and providing satisfactory service 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: 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	08/10/2010 15:43:56 PM
Division Approval	tnash	08/10/2010 17:09:31 PM
Department Approval	tnash	08/10/2010 17:09:34 PM
Contract Manager Approval	tnash	08/11/2010 09:53:57 AM
Budget Analyst Approval	knielsen	08/16/2010 10:27:38 AM
Team Lead Approval	cwatson	08/17/2010 08:06:48 AM
BOE Agenda Approval	cwatson	08/17/2010 08:06:53 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11418

				Legal Entity Name:	ILLINOIS DEPT OF EMPLOYMENT		
	Agency Name:	DETR ADMINISTRATIVE	SERVICES	Contractor Name:	ILLINOIS DEPT OF EMPLOYMENT		
	Agency Code:	908		Address:	SECURITY		
	Appropriation Unit:	3273-20			33 S STATE ST		
	Is budget authority available?:	Yes		City/State/Zip	CHICAGO, IL 60603		
	If "No" please expla	ain: Not Applicable		Contact/Phone:	null312/793-2316		
				Vendor No.:	T81033975		
				NV Business ID:	Government Entity		
	To what State Fisca	al Year(s) will the contract t	e charged?	2011			
	What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	o pay the contrac sources.	tor? Indicate the per	centage of each funding source if		
	General Fur	nds 0.00 %	Fees	0.00 %			
	X Federal Fur	nds 100.00 %	Bonds	0.00 %			
	Highway Fu	inds 0.00 %	Other funding	0.00 %			
2.	Contract start date:						
	a. Effective upon B	Board of Yes or b.	other effective d	late: NA			
	Examiner's appr						
	Anticipated BC	DE meeting date 09/2	010				
	Retroactive?	Νο					
	If "Yes", please exp	plain					
	Not Applicable						
3.	Termination Date:	06/30/2011					
	Contract term:	302 days					
4.	Type of contract:	Interlocal Agreeme	ent				
	Contract description	n: Labor Market Infor	ma				
5.	Purpose of contract	t:					
	This is a new inter Management Partr	local agreement to provide nership in the development	de project mana nt of "green" jol	gement and subject bs labor market info	t matter expertise to the Projections ormation.		
6.	NEW CONTRACT						
•.		unt of the contract for the te	erm of the contra	ct is: \$40,000.00			
	Other basis for payment: \$15,000 will be paid upon Board of Examiners Approval and the submission of an approved invoice. \$15,000 will be paid on December 31, 2010 with the submission of an approved in voice. \$10,000 will be paid upon approval of deliverables with the submission of an approved invoice. The total amount of this contract is not to exceed \$40,000 for the term of the contract.						
J	USTIFICATION						
7.		quire that this work be done	· · · · · · · · · · · · · · · · · · ·				
	This work is directed Management Partne		oor Statistics. Ne	evada serves as the	fiscal agent for the Projections		
8.	Explain why State e	employees in your agency o	r other State age	encies are not able to	o do this work:		
		olely as the fiscal agent for					
9.	Were quotes or prop	posals solicited?		No			
	• • •	(RFP) done by the Purcha	sing	No			
		mes of vendors that submitt	ed proposals:				

II.

b. Soliciation 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

No

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

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	explair

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?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

No If 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	07/27/2010 14:10:01 PM
Division Approval	tnash	08/09/2010 15:45:14 PM
Department Approval	tnash	08/09/2010 15:45:17 PM
Contract Manager Approval	tnash	08/09/2010 15:45:19 PM
Budget Analyst Approval	knielsen	08/17/2010 10:53:25 AM
Team Lead Approval	cwatson	08/18/2010 08:34:56 AM
BOE Agenda Approval	cwatson	08/18/2010 08:35:01 AM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11409

1. Contract Number: 1	1409			
			Legal Entity Name:	Labor Market Solutions, LLC
Agency Name: D	DETR ADMINISTR	ATIVE SERVICES	Contractor Name:	Labor Market Solutions, LLC
Agency Code: 9	008		Address:	2274 South 1300 East
Appropriation Unit: 3	3273-20			
Is budget authority available?:	Yes		City/State/Zip	Salt Lake City, UT 84106
If "No" please explain	n: Not Applicable		Contact/Phone:	Paul LaForge 801-209-3894
			Vendor No.:	T29024039
			NV Business ID:	NV20101351319
To what State Fiscal			2011	
What is the source of the contractor will be	f funds that will be	used to pay the contrac	ctor? Indicate the per	rcentage of each funding source if
General Fund		Fees	0.00 %	
X Federal Funds		Bonds	0.00 %	
Highway Fund		Other funding	0.00 %	
Agency Reference #:		-		
2. Contract start date:				
a. Effective upon Boa	ard of Ves	or b. other effective of	late: NA	
Examiner's approv				
Anticipated BOE	E meeting date	09/2010		
Retroactive?	No			
If "Yes", please expla	ain			
Not Applicable				
3. Termination Date:	06/30/2011			
Contract term:	302 days			
4. Type of contract:	Contract			
Contract description:	Labor Marke	et Info.		
5. Purpose of contract:				
This is a new contra	act to provide pro	ject and product man	agement to the Pro	jections Managing Partnership and act chensive review of the "green" labor
market information				energiave review of the green labor
6. NEW CONTRACT				
		or the term of the contra		
Other basis for paym	ent: The total cost	for these services is \$8	7,000. \$29,000 will	be paid upon execution of the contract, a
approval of deliverabl	f \$29,000 will be pa iles.	aid on December 31, 20	10, and the final ins	tallment of \$29,000 will be paid upon
JUSTIFICATION				
7. What conditions requ				
This work is directed Partnership.	by the U.S. Bureau	u of Labor Statistics. N	evada serves as the	fiscal agent for the Projections Managing
8. Explain why State em	nployees in your ag	ency or other State ag	encies are not able t	o do this work:
		ent for this multi-state p		
9. Were quotes or propo	osals solicited?		No	
Was the solicitation (I Division?		Purchasing	No	

a. If yes, list the names of vendors that submitted proposals:

П.

Appr	ion Waiver: Sole Source Contract (As Approved by Chief of Purchasing) oval #: 100508 oval Date: 05/06/2010						
	is this contractor chosen in preference to other?						
	or was chosen by the Projections Managing Partnership.						
d. Last bid	I date: Anticipated re-bid date:						
0. Does the o	contract contain any IT components? No						
OTHER IN	FORMATION						
1. a. Is the co consultant	ontractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a t is a person that provides information, an opinion, or advice for a fee")						
No							
b. Is the co	ontractor 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	e 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 co	ontractor employed by any of Nevada's political subdivisions or by any other government?						
No	If "Yes", please explain						
Not Applic	able						
2. Has the co	ontractor 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 vend	or has beenunder contract with DETR since June 2010 and has performed satisfactorily.						
3. Is the cont	tractor 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 Applic	zable						
A The contr	actor is registered with the Nevada Secretary of State's Office as a:						

- 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:

in a set in the first set of the		
Approval Level	User	Signature Date
Budget Account Approval	jmacnab	07/27/2010 14:08:35 PM
Division Approval	tnash	08/02/2010 10:13:24 AM
Department Approval	tnash	08/02/2010 10:13:27 AM
Contract Manager Approval	tnash	08/12/2010 11:19:30 AM
Budget Analyst Approval	knielsen	08/12/2010 14:14:59 PM
Team Lead Approval	cwatson	08/16/2010 15:27:45 PM
BOE Agenda Approval	cwatson	08/16/2010 15:27:51 PM
BOE Final Approval	Pending	

Attachment CC



1.

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

 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
- 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 setting, surges, and descententation for theor 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 timetime 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.
- 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. Wanders connected for this project are included and hired by the Projections Managing Partnership based on their history and expertise.

Solicitation Waiver Rev. 11/07 Page 1 of 3

competitive solicitation? These decisions were made by the Projections Managing Partnership based on their unique knowledge in the subject matter areas.

b. Amendment Y N NXX Amendment No. _________ {provide copy of previous waiver(s)}

Nevada Department of Employment, hereby requests approval for Labor Market Solutions Training and Rehabilitation, Research and Analysis Bureau

to provide the service/good for the amount and term as described above.

Requesting agency

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 KD Knut	5-4-10
Agency Representative Initiating Request	Date
X Renie Holden for Larry Mosley Agency Head/Division Chief/Authorized Designee	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	N/A	an a	ala a canan a mana a sa a sa a sa a sa a sa a s
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).

Solicitation Waiver Rev. 11/07 Page 2 of 3

Proposed vendor

			-		
Signed:					
x	•			•	
OL.	ing (Joni	ek 🛛		5-6-10	
Administrator,	Purchasing Division		E	Date	
,					

1

* Please see attached email containing additional information *

Solicitation Waiver Rev. 11/07 Page 3 of 3

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;
Attachments:	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

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11042

1. Co	ontract Number:	11042				
					Legal Entity Name:	NEW YORK STATE DEPT OF LABOR
Ac	ency Name:		INISTRA	TIVE SERVICES	Contractor Name:	NEW YORK STATE DEPT OF LABOR
-	jency Code:	908			Address:	UI DIRECTORS OFFICE RM 554
Ap	propriation Unit:	3273-19				STATE OFFICE CAMPUS BLDG 12
ls av	budget authority ailable?:		Yes		City/State/Zip	ALBANY, NY 12240
lf '	'No" please expla	ain: Not App	olicable		Contact/Phone:	null518-457-2647
					Vendor No.:	T81100939
					NV Business ID:	Government Entity
				ract be charged?	2010-2011	
W the	hat is the source e contractor will t	of funds that be paid by m	at will be us iultiple fun	sed to pay the contra- ding sources.	ctor? Indicate the per	rcentage of each funding source if
	General Fu	nds 0.(00 %	Fees	0.00 %	
	X Federal Fu	nds 100.(0 %	Bonds	0.00 %	
	Highway Fu	unds 0.(0 %	Other funding	0.00 %	
Aç	ency Reference	#: 1534	4-11-DETF	R-R&A		
2. Co	ontract start date					
a.	Effective upon E Examiner's app	Board of roval?	No	or b. other effective	date 12/01/2009	
	Anticipated B	OE meeting	date	09/2010		
Re	etroactive?		Yes			
	'Yes", please exp					
DI	ETR did not reco	eive a copy nd Grant pr	of the Gra	ant award until Janu	uarv 6. 2010. Work	period beginning on December 1, 2009. Program (C17530), providing the uest retro-active status with a start date
3. Te	ermination Date:	06/3	0/2011			
Co	ontract term:	1 уе	ar and 21	0 days		
4. Ty	pe of contract:	Inte	rlocal Agr	reement		
Co	ontract descriptio	n: Pro j	ections N	lod.		
	urpose of contract					
Tł fo	nis is a new inte r the subcommi	ttee on the	micromat	rix occupational pro	ojections software r	nich are inclusive of a research analyst rewrite. As research analyst, the New reside flow, screen design, and technical

This is a new interlocal agreement to provide services under this contract which are inclusive of a research analyst for the subcommittee on the micromatrix occupational projections software rewrite. As research analyst, the New York State Department of Labor will devise recommendations on data processing flow, screen design, and technical specifications; prioritize software feature development; conduct software acceptance testing; provide oversight to research projects; assist in the development of software help documentation; and, contribute subject matter expertise for training redevelopment. In addition, the services to be provided include co-leading up to two training workshops.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: \$48,500.00

Other basis for payment: \$32,332 will be paid upon approval of this contract and the submission of an approved invoice. \$16,168 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 soley as the fiscal agent.

•	• •		No
Division?	, <i>,</i> , .		No
		that submitted proposal	S:
	• •		
			hid data:
		•	
Does the cor	tract contain any IT co	omponents?	No
consultant is	ractor a consultant that a person that provides	at is providing an opinior s information, an opinior	۱ or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a ۱, or advice for a fee")
			- 4- 0
	ractor a current emplo	byee of the State of Neva	ada /
No	If "Yes", is contractor his own time? (Please	planning to render servi e explain)	ces while on annual leave, compensatory time, sick leave, or or
Not Applicab	le		
c. Was the c	ontractor formerly emp	bloyed by the State of Ne	evada within the past one (1) year?
No	If "Yes", please provid	de employment terminat	ion date.
d. Is the cont	ractor employed by ar	ny of Nevada's political s	subdivisions or by any other government?
No	If "Yes", please expla	in	
Not Applicab	le		
Has the cont	ractor ever been enga	iged under contract by a	iny State agency?
No	If "Yes", specify when agency has been veri	n and for which agency a ified as satisfactory:	and indicate if the quality of service provided to the identified
Not Applicat	le		
Is the contra	ctor currently involved	in litigation with the Sta	te of Nevada?
No	If "Yes", please provid	de details of the litigation	n and facts supporting approval of the contract:
Not Applicat	le		
		th the Nevada Secretary	of State's Office because the legal entity is a:
Not Applicat	le		
Not Applicat	le		
	Contract Monitor:		
Agency her			
Contract Sta			
•	tus:		
Contract Sta	tus: provals:	User	Signature Date
	Was the solic Division? a. If yes, list t Not Applicab b. Soliciation c. Why was t nterlocal Agn d. Last bid da Does the cont THER INFC a. Is the cont THER INFC a. Is the cont No b. Is the cont No Not Applicab C. Was the cont No Not Applicab Has the contract No Not Applicab Is the contract No Not Applicab Is the contract Government Not Applicab The contract Government Not Applicab	Was the solicitation (RFP) done by Division? a. If yes, list the names of vendors Not Applicable b. Soliciation Waiver: Exempt (Perel) c. Why was this contractor chosen nterlocal Agreement - Governmen d. Last bid date: Does the contract contain any IT contractor a consultant that consultant is a person that provide No b. Is the contractor a consultant that consultant is a person that provide No b. Is the contractor a current employed by an ins own time? (Please No No If "Yes", please provide No If "Yes", please expla Not Applicable No c. Was the contractor employed by an ins own time? (Please No No If "Yes", please provide A. Is the contractor employed by an ins own time? (Please expla No If "Yes", please expla No If "Yes", please expla No If "Yes", please expla No If "Yes", specify wher agency has been verely have been verely ha	a. If yes, list the names of vendors that submitted proposals Not Applicable b. Soliciation Waiver: Exempt (Per statute) c. Why was this contractor chosen in preference to other? Interlocal Agreement - Government Entity d. Last bid date: Does the contract contain any IT components? THER INFORMATION a. Is the contractor a consultant that is providing an opinior consultant is a person that provides information, an opinior No b. Is the contractor a current employee of the State of Neval No If "Yes", is contractor planning to render servi his own time? (Please explain) Not Applicable c. Was the contractor formerly employed by the State of Neval's political s No If "Yes", please provide employment terminat d. Is the contractor remployed by any of Nevada's political s No If "Yes", please explain Not Applicable Has the contractor ever been engaged under contract by a agency has been verified as satisfactory: Not Applicable Is the contractor currently involved in litigation with the State No If "Yes", please provide details of the litigation with the State No No If "Yes", please provide details of the litigation Not Applicable Is the contractor currently involved in litigation with the State No

Approvar Lever	0301	olginatare bate
Budget Account Approval	jmacnab	05/05/2010 10:11:09 AM
Division Approval	tnash	07/29/2010 14:32:43 PM
Department Approval	tnash	07/29/2010 14:32:45 PM
Contract Manager Approval	tnash	08/02/2010 11:31:42 AM
Budget Analyst Approval	knielsen	08/11/2010 09:29:21 AM
Team Lead Approval	cwatson	08/16/2010 15:26:40 PM
BOE Agenda Approval	cwatson	08/16/2010 15:26:44 PM
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:

Request for Retroactive Approval of Interlocal Contracts RE:

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

(NSPO Rev. 7 07)

www.nvdetr.org

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,

Millely 1

Larry J. Mosley Director

tln

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11420

1.	Contract Number:	11420			
				Legal Entity Name:	NORTH CAROLINA, STATE OF
	Agency Name:	DETR ADMINISTRATIVE	SERVICES	Contractor Name:	NORTH CAROLINA, STATE OF
	Agency Code:	908		Address:	EMPLOYMENT SECURITY
	0				COMMISSION
	Appropriation Unit:			011-101-1-171-	700 WADE AVE
	Is budget authority available?:	Yes		City/State/Zip	RALEIGH, NC 27605-1154
	If "No" please expla	ain: Not Applicable		Contact/Phone:	null919/733-5207
				Vendor No.:	T81103573
			- sharedQ	NV Business ID: 2011	Government Entity
	To what State Fisca	al Year(s) will the contract b	e charged?		rcentage of each funding source if
	What is the source the contractor will b	of funds that will be used to be paid by multiple funding s	ources.		centage of each funding source in
	General Fu	nds 0.00 %	Fees	0.00 %	
	X Federal Fur		Bonds	0.00 %	
	Highway Fu		Other funding	0.00 %	
	Agency Reference	#: 1578-11-R&A			
2.	Contract start date:	:			
	a. Effective upon E Examiner's appl		other effective c	late: NA	
	Anticipated BC	OE meeting date 10/2	010		
	Retroactive?	No			
	If "Yes", please exp	olain			
	Not Applicable	and the second			
3.	Termination Date:	06/30/2011			
	Contract term:	272 days			
4.	Type of contract:	Interlocal Agreeme	ent		
	Contract descriptio	n: Labor Market Infor	ma		
5.	Purpose of contrac	t:			
	This is a new inte	rlocal agreement to provid rship in the development of	de project mana of "green" jobs	agement and subje labor market infor	ct matter expertise to the Projections mation.
6	NEW CONTRACT				
0.		ount of the contract for the te	erm of the contra	act is: \$15,000.00	
	Other basis for pay	ment: \$7,500 will be paid u	pon Board of Ex	aminers Approval ar	nd the submission of an approved invoice.
	\$7,500 will be paid contract is not to ex	upon approval of deliverabl xceed \$15,000 for the term	of the contract.	nission of an approv	ed invoice. The total amount of this
J	USTIFICATION				
7.	What conditions re	quire that this work be done	?		
	This work is directe Partnership.	ed by the U.S. Bureau of La	bor Statistics. N	evada serves as the	e fiscal agent for the Projections Managing
8	Explain why State	employees in your agency o	or other State ag	encies are not able	to do this work:
		solely as the fiscal agent for			
9	Were quotes or pro	oposals solicited?		No	
J.	, ,	n (RFP) done by the Purcha	sing	No	
		mes of vendors that submit	ted proposals:		

11.

b. Soliciation 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?

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)

No

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:

North Carolina has been under contract with the department since June 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	Δnn	licable
INOU	Ahh	licable

- 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	07/27/2010 14:10:29 PM
Division Approval	tnash	07/28/2010 12:08:51 PM
Department Approval	tnash	07/28/2010 12:08:54 PM
Contract Manager Approval	tnash	08/17/2010 09:18:32 AM
Budget Analyst Approval	knielsen	08/18/2010 11:14:55 AM
Team Lead Approval	cwatson	08/19/2010 15:38:43 PM
BOE Agenda Approval	cwatson	08/19/2010 15:38:47 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

I. C	DESCRIPTION OF	CON	FRACT				
	1. Contract Number	: 1037	7			Amendment Number:	1
						Legal Entity Name:	VORTEX INDUSTRIES, INC.
	Agency Name:	DET		ATIVE SERV	ICES	Contractor Name:	VORTEX INDUSTRIES, INC.
	Agency Code:	908				Address:	3198 AIRPORT LOOP STE M
	Appropriation Un	it: All A	ppropriations				
	Is budget authori		Yes			City/State/Zip	COSTA MESA, CA 92626-3407
	available?:	-,					or 11 / // Anderson 714/426 7050
	If "No" please ex	plain: N	lot Applicable			Contact/Phone:	Stacy Muto/Joe Anderson 714/436-7059
						Vendor No.:	T27009348
					10	NV Business ID:	NV19871014848
	To what State Fig	scal Yea	ar(s) will the co	ntract be chai	ged?	2010-2012	reaptage of each funding source if
	the contractor wi	ll be pai	d by multiple fu	nding source	s.		rcentage of each funding source if
	General I		0.00 %	Fees		0.00 %	
	Federal F		0.00 %	Bond		0.00 %	TD hudget ecoupts
	Highway		0.00 %		r funding	100.00 % All DE	ETR budget accounts
	Agency Reference	ce #:	1458-11-DE1	R			
	2. Contract start da	te:					_
	a. Effective upo	n Board	of No	or b. other	effective (date 01/29/2010	0
	Examiner's a			09/2010			
	Anticipated	BOE m	eeting date	09/2010			
	Retroactive?		No				
	If "Yes", please e	explain					
	Not Applicable						
	3. Previously Appro		12/31/2011				
	Termination Date	e.	1 year and 3	36 days			
	Contract term:		•	oo aayo			
	4. Type of contract		Contract				
	Contract descrip	tion:	Door Comp	any			
	5. Purpose of contr	act:					telleties of hoth systematic and manual
	This is an amer doors. This am services.	ndment endmer	to the originant increases th	contract, w e maximum	amount f	rom \$9,500 to \$22,	stallation of both automatic and manual 500 due to the increased need for
	6. CONTRACT AM		ENT				
			mount of the or	ginal contrac	t:		\$9,500.00
			any previous co				\$0.00
			nt contract ame				\$13,000.00
	4. New max	ximum c	ontract amount	:			\$22,500.00
١١.	JUSTIFICATION	[
	7. What conditions		that this work	be done?			
	Need a compan	v to rep	air and install d	oors for all D	ETR office	es in Southern Neva	da area.
						gencies are not able	
						Jencies are not able	
	Staff are not have			vherrise in no		Vaa	
	9. Were quotes or	proposa	als solicited?			Yes	
	Was the solicita Division?	tion (RF	P) done by the	Purchasing		No	
-					Page 1	of 2	-

a. If yes, list the names of vendors that submitted proposals:

b. Soliciation Waive	r: Not Applicable			J
c. Why was this con		eference to other?		
One in a vendor poo	ol		<u> </u>	
d. Last bid date:	11/03/2009	Anticipated re-bid date:	09/01/2011	

No

10. Does the contract contain any IT components?

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:

Vortex Industries, Inc was providing satisfactory service for Department Employment Development of California since October 1999, California State Lottery since October 2005, State of Oregon since June 2009, Califonia Highway Patrol since October 2004, California State University, Los Angeles since January 2005, Sate of Colorado, Department of Transportation since August 2008 and State of Utah since June 2009.

13. Is the contractor currently involved in litigation with the State of Nevada?

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

No

- 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	08/10/2010 15:50:11 PM
Division Approval	tnash	08/11/2010 09:45:26 AM
Department Approval	tnash	08/11/2010 09:45:29 AM
Contract Manager Approval	tnash	08/11/2010 09:46:28 AM
Budget Analyst Approval	knielsen	08/17/2010 10:24:16 AM
Team Lead Approval	cwatson	08/18/2010 08:33:12 AM
BOE Agenda Approval	cwatson	08/18/2010 08:33:17 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11373

1.	Contractinumber	11070						
						Legal Entity Name:	Clean Water Coalition	
	Agency Name:	PUBL		YEES BE	NEFITS	Contractor Name:		
	Agency Code:	950				Address:	150 N Stephanie Street #130	
	Appropriation Unit:	1338-0	00					
	Is budget authority available?:		Yes			City/State/Zip	Henderson, NV 89074	
	If "No" please expla	ain: No	t Applicable	e		Contact/Phone:	John Brumley 7023194433	
						Vendor No.:		
						NV Business ID:	SM00360514	
	To what State Fisca	al Year	(s) will the (contract b	e charged?	2011-2050		
	What is the source the contractor will b	of fund be paid	ls that will b by multiple	e used to funding s	o pay the contra- sources.	ctor? Indicate the pe	rcentage of each funding source if	
	General Fu		0.00 %	Ū	Fees	0.00 %		
	Federal Fur		0.00 %		Bonds	0.00 %		
	Highway Fu	unds	0.00 %	Х	Other funding	100.00 % Rever	nue Contract	
2.	Contract start date:	:						
	a. Effective upon E	Board o	f No	or b.	other effective	date 10/01/2010)	
	Examiner's appl		مقمات مامقم	00/2	010			
	Anticipated BC	OE mee	-	09/2	.010			
	Retroactive?		No					
	If "Yes", please exp	olain	<u></u>					
	Not Applicable							
3.	Termination Date:		06/01/205					
	Contract term:		39 years a	ind 253 d	lays			
4.	Type of contract:		Interlocal	Agreem	ent			
	Contract descriptio	n:	Interlocal					
5.	Purpose of contrac	st:						
	This interlocal co Benefits Program	ntract a	allows the e are four	Clean W employe	ater Coalition t es of the Clean	o receive healthcar Water Coalition.	e benefits under the Public Employees	
6.	NEW CONTRACT							
						act is: \$359,040.00		
	Other basis for pay	/ment: I	Per PEBP's	premiun	n rates for the ap	oplicable plan year.		
J	USTIFICATION							
7.	What conditions re	quire th	nat this wor	k be done	e?			
	Per NRS 277.180 a PEBP.	and NR	S 287.025,	local gov	vernment agenc	ies may request hea	Ith insurance under the state of Nevada	
g		employ	ees in vour	agency	or other State a	gencies are not able	to do this work:	
0.	N/A Revenue Cont		000 100.	-37				
q	. Were quotes or pro		solicited?			No		
0.	Was the solicitation (RFP) done by the Purchasing No							
	Division?							
	a. If yes, list the names of vendors that submitted proposals:							
	Not Applicable b. Soliciation Waiver: Not Applicable							
	c. Why was this co				ce to other?			
	U. WYIIY WAS LIES UU			p. 0.0101011				

11.

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	jhager	07/08/2010 09:00:52 AM
Division Approval	jhager	07/08/2010 09:00:56 AM
Department Approval	mstron1	07/08/2010 10:52:37 AM
Contract Manager Approval	mstron1	07/08/2010 10:52:40 AM
Budget Analyst Approval	jstrandb	08/03/2010 20:29:59 PM
Team Lead Approval	jmurph1	08/13/2010 15:42:30 PM
BOE Agenda Approval	jmurph1	08/13/2010 15:42:34 PM
BOE Final Approval	Pending	

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10420 Amendment Number: 2 Agency Name: LICENSING BOARDS & COMMISSIONS Contractor Name: Berkley & Berkley CPA's, LLC Agency Code: BDC Address: 2984 East Russell Road Appropriation Unit: B026 - All Categories Is Is Is Verdor Name: Contractor Name: Berkley & Berkley CPA's, LLC Mamme: Commissions Contractor Name: Berkley ABerkley CPA's, LLC Appropriation Unit: B026 - All Categories Is Is Serkley 702-478-6888 Variantel?: It "No" please explain: Not Applicable Contract/Phone: Kent Berkley 702-478-6888 Vendor No:: NV Business ID: NV20061378093 To what State Fiscal Year(s) will the contract or Plantcate/Phone: NV Business ID: NV20061378093 To what State Fiscal Year(s) will the used to pay the contractor Plantcate the percentage of each funding source if the contractor will be paid by multiple funding sources. Image: Plant State Fiscal Year(s) Plant State Fiscal Year(s) <th>I.</th> <th>DE</th> <th>ESCRIPTION OF</th> <th>CONTR</th> <th>ACT</th> <th></th> <th></th> <th></th> <th></th>	I.	DE	ESCRIPTION OF	CONTR	ACT				
Name: Commissions Agency Name: LICENSING BOARDS & Commissions Contractor Name: Berkley & Berkley CPA's, LLC Agency Code: BDC Address: 2984 East Russell Road Appropriation Unit: B026 - All Categories East Russell Road Is budget authority Yes City/State/Zip Las Vegas, NV 89120 available?: It "No" please explain: Not Applicable Contact/Phone: Kent Berkley 702-478-6888 Vendor No:: NV Business ID: NV20061378093 Volde1378093 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 contract or will be paid by multiple funding sources. General Funds 0.00 % General Funds 0.00 % X Fees 100.00 % Estimation Unit: Attriphyse Previously Approved? No 100.00 % Examiner's approval? Anticipated BOE Anticipated BOE 09/25/2010 Estimation East Setember 25, 2010 Estimation East Contract term: 1 year and 24 days Setember 25, 2010 to Segaender Segtember 25, 2010 to Segaender Sept		1.	Contract Number:	10420					
Agency Code: BDC Address: 2984 East Russell Road Agency Code: BDC Address: 2984 East Russell Road Appropriation Unit: B026 - All Categories Is budget authority Yes City/State/Zip Las Vegas, NV 89120 available?: If "No" please explain: Not Applicable Contact/Phone: Kent Berkley 702-478-6888 Vendor No.: NV Business ID: NV20061378093 NV 20061378093 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 contract start date: General Funds 0.00 % X Fees 100.00 % licensing fees Federal Funds 0.00 % Bonds 0.00 % Setter saminer's approval? Anticipated BOE meeting date 09/2010 Net Examiner's approval? No Anticipated BOE meeting date 09/25/2010 Termination Date: Contract Contract term: 1 year and 24 days . . 3. Previously Approved 09/25/2010 Termination Date: Contract Contract term: 1 year and 24 days . .									Berkley & Berkley CPA's, LLC
Agency code. BOC All Categories Is budget authority Yes City/State/Zip Las Vegas, NV 89120 available?: If "No" please explain: Not Applicable Contact/Phone: Kent Berkley 702-478-6888 Vendor No.: NV Business ID: NV20061378093 To what State Fiscal Year(s) will the contract be charged? Z011-2012 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 % licensing fees Federal Funds 0.00 % Other funding 0.00 % Highway Funds 0.00 % Other funding 0.00 % Contract start date: a. Effective upon Board of Yes or b. other effective date: NA Examiner's approval? Anticipated BOE meeting date 09/2010 Retroactive? No If "Yes", please explain Not Applicable 3. Previously Approved 09/25/2010 Termination Date: 09/25/2010 Termination Date: Contract term: 1 year and 24 days 4. Type of contract: Contract Contract term: 1 year and 24 days 4. Type of contract: Contract Contract description: Accountant 5. Purpose of contract: Contract Minimum amount of the original contract: \$9,999.00 2. Total amount of any previous contract amendments: \$19,998.10 \$39,994.00			Agency Name:			DS &		Contractor Name:	Berkley & Berkley CPA's, LLC
Appropriation Unit: B202 - All Categories Is budget authority Yes Citty/State/Zip Las Vegas, NV 89120 varialiable?: If "No" please explain: Not Applicable Contract/Phone: Kent Berkley 702-478-6888 Vendor No.: NV Susiness ID: NV Susiness ID: NV 20061378093 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 contract or will be paid by multiple funding sources. General Funds General Funds 0.00 % X Federal Funds 0.00 % Bonds 0.00 % Bonds 0.00 % Examiner's approval? Anticipated BOE meeting date 09/2010 Retractive? No If "Yes", please explain Not Applicable S Purpose of contract: Contract Sontract term: 1 year and 24 days Image: Sontract Sontract 4. Type of contract: Contract to assist staff in integration of Quick Books with internal software program for accounting purposes. This amendment extends the termination date from September 25, 2010 to September 25, 2011 and increases the maximum amount from \$19,998 to \$59,994.00			Agency Code:	BDC				Address:	2984 East Russell Road
available?: If "No" please explain: Not Applicable Contact/Phone: Kent Berkley 702-478-6888 Vendor No: NV Business ID: NV20061378093 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 % X Fees 100.00 % licensing 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 Yes or b. other effective date: NA Examiner's approval? Anticipated BOE meeting date 09/2010 Retroactive? No If "Yes", please explain Not Applicable 3. Previously Approved 09/25/2010 Termination Date: Contract Ecryption: Accountant 5. Purpose of contract: Contract Error: 1 year and 24 days 4. Type of contract: Contract Error: 1 year and 24 days 4. Type of contract: Contract Error: 1 start at mendment to an original contract to assist staff in integration of Quick Books with internal software program for accounting purposes. This amendment extends the termination date from September 25, 2010 to September 25, 2011 and increases the maximum amount from \$19,998 to \$59,994. 6. CONTRACT AMENDMENT 1. The maximum amount of the original contract: \$9,999.00 3. Amount of current contract amendments: \$19,998.00 3. Amount of current contract amendments: \$19,998.00 3. Amount of current contract amendments: \$19,998.00 3. Amount of current contract amendment: \$59,994.00			-	B026 - /	All Categor	ies			
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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 % X Fees 100.00 % licensing 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 Yes or b. other effective date: NA Examiner's approval? Anticipated BOE meeting date 09/2010 Retroactive? No If "Yes", please explain Not Applicable 3. Previously Approved 09/25/2010 Termination Date: Contract term: 1 year and 24 days 4. Type of contract: Contract Contract description: Accountant 5. Purpose of contract: This is an amendment to an original contract to assist staff in integration of Quick Books with internal software program for accounting purposes. This amendment extends the termination date from September 25, 2010 to September 25, 2011 and increases the maximum amount from \$19,998 to \$59,994. 6. CONTRACT AMENDMENT 1. The maximum amount of the original contract: \$9,999.00 2. Total amount of any previous contract amendments: \$19,998.00 3. Amount of current contract amendment: \$22,997.00 4. New maximum contract amount: \$59,994.00			If "No" please expla	ain: Not	Applicable				Kent Berkley 702-478-6888
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Anticipated BOE meeting date 09/2010 Retroactive? No If "Yes", please explain No Not Applicable		_ .	a. Effective upon l	Board of	Yes	or b.	other effective of	date: NA	
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Contract description: Accountant 5. Purpose of contract: This is an amendment to an original contract to assist staff in integration of Quick Books with internal software program for accounting purposes. This amendment extends the termination date from September 25, 2010 to September 25, 2011 and increases the maximum amount from \$19,998 to \$59,994. 6. CONTRACT AMENDMENT 1. The maximum amount of the original contract: \$9,999.00 2. Total amount of any previous contract amendments: \$19,998.00 3. Amount of current contract amendment: \$29,997.00 4. New maximum contract amount: \$59,994.00		4	Type of contract:	C	Contract				
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program for accounting purposes. This amendment extends the termination date from September 25, 2010 to September 25, 2011 and increases the maximum amount from \$19,998 to \$59,994.6. CONTRACT AMENDMENT1. The maximum amount of the original contract:\$9,999.002. Total amount of any previous contract amendments:\$19,998.003. Amount of current contract amendment:\$29,997.004. New maximum contract amount:\$59,994.00		5.	This is an amond	montto	an original	contra	ct to assist sta	ff in integration of	Quick Books with internal software
1.The maximum amount of the original contract:\$9,999.002.Total amount of any previous contract amendments:\$19,998.003.Amount of current contract amendment:\$29,997.004.New maximum contract amount:\$59,994.00			nrogram for acco	unting n	urnoses l	his am	endment exter	nds the termination	date from September 25, 2010 to
 Total amount of any previous contract amendments: Amount of current contract amendment: New maximum contract amount: \$59,994.00 		6.	CONTRACT AME	NDMENT	-				
2.Foto and any protocol connect any proto			1. The maxim	ium amou	unt of the or	iginal co	ontract:		
4.New maximum contract amount:\$59,994.00			2. Total amou	int of any	previous co	ontract a	amendments:		
4. New maximum conduct amount			3. Amount of	current co	ontract ame	ndment	•		
and/or the termination date of the original contract has changed to: 09/25/2011			4. New maxim	num cont	ract amount				
			and/or the t	terminatio	on date of th	ne origir	al contract has	changed to:	09/25/2011
II. JUSTIFICATION	١١.	J	USTIFICATION						
7. What conditions require that this work be done?		7	. What conditions re	equire tha	t this work b	<u>be done</u>	?		
We require an experienced, outside accountant.									
8. Explain why State employees in your agency or other State agencies are not able to do this work:		8							
Berkley & Berkley has an excellent reputation and is here locally in Clark County, They are also QuickBooks certified experts and have worked well with our auditor.									

9. Were quotes or proposals solicited?

a. If yes, list the names of vendors that submitted proposals: Not Applicable

b. Soliciation Waiver: Professional Service (As defined in NAC 333.150)

c. Why was this contractor chosen in preference to other?

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.

No

No

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

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	b0260000	07/22/2010 10:35:15 AM
Division Approval	b0260000	07/22/2010 10:35:25 AM
Department Approval	b0260000	07/22/2010 10:35:31 AM
Contract Manager Approval	b0260000	08/17/2010 08:36:46 AM
Budget Analyst Approval	jmurph1	08/19/2010 11:50:56 AM
Team Lead Approval	jmurph1	08/19/2010 11:51:00 AM
BOE Agenda Approval	jmurph1	08/19/2010 11:51:06 AM

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I.	DESCRIPTION OF	CONTRACT				
	1. Contract Number:	CONV5956		Amendment Number:	2	
				Legal Entity Name:	Drug Free Workplaces, Inc.	
	Agency Name:	MASTER SERVIC	E AGREEMENTS	Contractor Name:	Drug Free Workplaces, Inc.	
	Agency Code:	MSA		Address:	27 West Romana Street	
	Appropriation Unit:	9999 - All Catego	ries		Pensacola, FL 32502	
	ls budget authority available?:	Yes		City/State/Zip		
	If "No" please expla	in: Not Applicable		Contact/Phone:	Carol Law 8504343782	
				Vendor No.:	T29006720	
				NV Business ID:	NV20081180929	
	To what State Fisca	al Year(s) will the co	ontract be charged?	2009-2013		
	What is the source of the contractor will be	of funds that will be e paid by multiple fi	used to pay the contr unding sources.	actor? Indicate the pe	ccentage of each funding source if	
	General Fur	nds 0.00 %	Fees	0.00 %		
	Federal Fun	ds 0.00 %	Bonds	0.00 %		
	Highway Fu	nds 0.00 %	X Other funding	g 100.00 % Vario	us Agency Funds	
	2. Contract start date:					
	a. Effective upon B Examiner's appre		or b. other effective	e date 10/14/2008	8	
	Anticipated BC	E meeting date	09/2010			
	Retroactive?	No				
	If "Yes", please expl	lain				
	Not Applicable					
	3. Previously Approved Termination Date:	d 12/31/2010				
	Contract term: 4 years and 79 days					
	4. Type of contract:	MSA				
	Contract description	: Speciality S	ervices			
	E. Durnage of contract:					

5. Purpose of contract:

This is an amendment to the original contract which provides testing of human bodily fluids for blood alcohol content and drugs of abuse. The requirement includes laboratory testing in several categories that include but are not limited to: for cause, pre-employment and random testing of employees. This amendment complies with amended RFP 1712 Scope of Work to meet the new United States Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs published in the Federal Register for the Substance Abuse and Mental Health Services Administration, United States Department of Health and Human Services which becomes effective October 1, 2010. This amendment extends the termination date from December 31, 2010 to December 31, 2012 and increases the maximum amount of the contract from \$500,000 to \$1,000,000 for testing through the new termination date of the contract.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$500,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$500,000.00
4.	New maximum contract amount:	\$1,000,000.00
	and/or the termination date of the original contract has changed to:	12/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS agencies must conduct testing of human bodily fluids for blood alcohol content and drugs of abuse. The requirement includes laboratory testing in several categories that include but are not limited to: For-Cause, Pre-Employment and Random Testing of Employees.

4	om Testing of Employee								
				are not able to do this work:					
The state	does not have the expe	rtise or the equipment to	perform th	is type of testing.					
9. Were quot	. Were quotes or proposals solicited? Yes								
Was the second	Was the solicitation (RFP) done by the Purchasing Division? Yes a. If yes, list the names of vendors that submitted proposals:								
a. If yes, li									
	Services and Cost as selected by the evaluation committee								
d. Last bid		•		06/04/2012					
10. Does the o	contract contain any IT	components?	No						
OTHER IN	FORMATION								
11. a. Is the co consultant	ontractor a consultant the second sec	nat is providing an opinior es information, an opinior	n or advice	as defined in S.A.M. Chapter 300? (S.A.M. states "a e for a fee")					
No		•							
b. Is the co	ontractor a current empl	oyee of the State of Neva	ada?						
No	If "Yes", is contracto his own time? (Pleas	r planning to render servi se explain)	ces while	on annual leave, compensatory time, sick leave, or or					
Not Applic	able								
c. Was the	contractor formerly em	ployed by the State of Ne	evada with	in the past one (1) year?					
No	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 co	d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?								
No									
	Not Applicable								
	Has the contractor ever been engaged under contract by any State agency?								
No	-	•	-	e if the quality of service provided to the identified					
	agency has been ve	rified as satisfactory:							
Not Applic									
13. Is the cont	Is the contractor currently involved in litigation with the State of Nevada?								
No		ide details of the litigatior	and facts	supporting approval of the contract:					
Not Applic									
 The contra Foreign Co 	•	he Nevada Secretary of S	State's Offi	ce as a:					
15. a. Is the Co Yes	ontractor Name the san	ne as the legal Entity Nar	ne?						
16. a. Does the Yes	e contractor have a curi	rent Nevada State Busine	ess Licens	e (SBL)?					
17. a. Is the le Yes	gal entity active and in g	good standing with the No	evada Sec	retary of State's Office?					
18. Agency Fie	eld Contract Monitor:								
19. Contract S									
Contract A		User	Signa	iture Date					
• •	val Level t Account Approval	Ideloach	-	/2010 15:55:26 PM					
-	n Approval	Ideloach		/2010 15:55:29 PM					
	tment Approval	ktarter		/2010 15:07:06 PM					
•				/2010 10:14:01 AM					

Contract Manager Approval

Icalliso

07/28/2010 10:14:21 AM

Budget Analyst Approval Team Lead Approval BOE Agenda Approval sbrown jmurph1 jmurph1 08/02/2010 12:21:16 PM 08/13/2010 15:47:44 PM 08/13/2010 15:47:50 PM