

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

DATE AND TIME: December 14, 2010 10:00 a.m.

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

AGENDA

***1. APPROVAL OF THE NOVEMBER 9, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

***2. 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 Corrections – Prison Medical Care – \$467,929.00

Pursuant to NRS 353.268, the Nevada Department of Corrections requests an allocation of \$467,929 from the IFC Contingency Fund to support medical expenditures processed by a third party administrator for fiscal year 2010.

B. Department of Cultural Affairs – State Historic Preservation Office (SHPO) \$107,234.00

Pursuant to NRS 353.268, the State Historic Preservation Office is requesting an allocation of \$107,234 from the IFC Contingency Fund to restore agency funding due to a discontinuance of Cultural Resource Bond Program, loss of associated interest income and a reduced level of project review activity for the Department of Transportation.

C. Department of Administration Budget and Planning Division – Board of Examiners – Stale Claims Account - \$650,000.00

The Budget & Planning Division is requesting an allocation in the amount of \$650,000 from the IFC Contingency Fund to replenish the Stale Claims account through April 15, 2011.

D. Department of Public Safety – Dignitary Protection - \$325,721.00

Pursuant to NRS 353.268, the Dignitary Protection Division is requesting an allocation of \$325,721 from the Interim Finance Committee Contingency Fund to fund three additional DPS Officer 2 positions and necessary operating costs to fulfill the mission of protecting the Governor-Elect and First Family through the end of the fiscal year.

***3. STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Business and Industry – Division of Industrial Relations – Safety Counseling and Training	1	\$23,286.25
Department of Wildlife – Administration Division	1	\$29,700.25
Department of Wildlife – Administration Division	1	\$31,329.25
Total:		\$84,315.75

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

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

A. Department of Public Safety – Records and Technology Division – \$3,043.75

The Division is requesting approval to write-off outstanding debts owed by past due vendors which exceed \$50.00. The total amount of this request is \$3,043.75.

B. Public Employees’ Benefits Program – \$2,766.10

Public Employees’ Benefits Program is requesting authority to write off debt that totals \$2,766.10. The reported debt is specifically related to participant health insurance premiums. One account represents collection fees deducted from amounts collected from the Controller’s Office, two accounts are bankruptcies, and one account represents a deceased participant.

***5. STATE LAND LEASE**

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

Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Nevada Army National Guard (NVARNG), to enter into a lease with the Nevada System of Higher Education (NSHE) for the Carlin Fire Science Academy (FSA).

***6. STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of an addition to the following Chapters: **Chapter 0500 section 0504 – Insurance and Risk Management; Chapter 1300 section 1322 – Vehicle Utilization Requirements**

***7. TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

**A. Breiner, Chapulin, McNeal, Stout – TC15606
Amount of Claim – \$200,000.00**

***8. LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Office of the Attorney General	Kietzke 5420, LLC	\$238,213
	Lease Description:	This is a landlord voluntary lease rate reduction to house the Office of the Attorney General. Term of Lease: 07/01/2010 – 06/30/2011	
2.	Department of Information Technology	Charles and Anne Chester	\$92,700
	Lease Description:	This is an extension of an existing lease to house the Department of Information Technology, Network Transport Services. Term of Lease: 01/01/2011 – 12/31/2015	
3.	Department Employment, Training and Rehabilitation	Wells Fargo Financial Leasing	\$11,760
	Lease Description:	This is a new rental agreement which provides storage space for the furniture that was removed from the Bureau Disability Adjudication department upon their move to their new location. Term of Lease: 12/01/2010 – 06/30/11	

***9. CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	CLEARRESULTS CONSULTING, INC.	FEDERAL	\$83,824	
	Contract Description:	This a new contract to provide benchmark energy usage through ENERGY STAR Portfolio Manager to collect data and provide it via reports and raw data to Nevada State Office of Energy from approximately 125 - 130 state-owned buildings being retrofitted and photovoltaic installations funded through the American Recovery and Reinvestment Act (ARRA).				
		Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 11738	
2.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	HELGESON ENTERPRISES	FEDERAL	\$42,985	
	Contract Description:	This is an amendment to the original contract, which provides rebate processing, management and operation services for the State Energy Office State Energy Efficient Appliance Rebate Program (SEEARP). This amendment increases the maximum amount from \$72,015 to \$115,000 due to an increased volume of rebates.				
		Term of Contract:	04/13/2010 - 03/31/2012	Consultant: NO	Contract # 10813	
3.	011	GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION	JMA ARCHITECTS, INC.	FEDERAL	\$12,860	
	Contract Description:	This is an amendment to the original contract which provides professional architectural/engineering services to the Sawyer Building Solar Photovoltaic Parking Structure, SPWB Project No. 10-A014; SPWB Contract No. 5297. This amendment modifies the currently designed system from 30 KW to 55 KW and increases the amount of the contract from \$21,420 to \$34,280.				
		Term of Contract:	05/11/2010 - 04/30/2012	Consultant: NO	Contract # 10943	
4.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	KILBY, JIM	GENERAL	\$10,000	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract, which provides professional services in the capacity of an expert witness to assist in matters pertaining to complimentary food which casinos provide to their patrons and employees. This amendment will increase the amount of the contract by \$10,000.00 for a total of \$30,000.				
		Term of Contract:	01/15/2010 - 06/30/2011	Consultant: NO	Contract # 10474	
5.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	ALFRED HUGHES PHD PC	OTHER: COURT ASSESSMENT	\$76,000	
	Contract Description:	This is a new contract to provide personal visit and inspection of 10 Nevada Certified Batterers Treatment Programs per year, evaluate those programs, and submit a report to the Committee on Domestic Violence regarding the status of the inspected programs, including violations found.				
		Term of Contract:	12/14/2010 - 12/14/2014	Consultant: NO	Contract # 11739	

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6.	030	ATTORNEY GENERAL'S OFFICE - BOARD OF EXAMINERS - STATUTORY CONTINGENCY- Non-Exec	ROBISON, BELAUSTEGUI, SHARP & LOW	OTHER: STATUTORY CONTINGENCY FUND	\$50,000	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract, which provides services pursuant to NRS 41.03435 for expert trial counsel for defense of Mary Dugan, General Legal Counsel for UNR (Nevada System of Higher Education) who was sued personally in the case of Hussein v. Dugan and Leah Wilds, Case No. CV-N-05-0381-LRH(RAM). This amendment increases the amount by \$50,000 for the maximum amount of \$184,900.				
	Term of Contract:	02/15/2009 - 06/30/2012	Consultant: NO	Contract # CONV6159		
7.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	PENSION CONSULTING ALLIANCE	OTHER: TRANSFER FROM TREASURER REVENUE GL 4758	\$560,000	
	Contract Description:	This is a new contract to provide investment services for the College Savings Plans for the State of Nevada.				
	Term of Contract:	01/01/2011 - 01/01/2015	Consultant: NO	Contract # 11742		
8.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	CALLAN ASSOCIATES	OTHER: TRANSFER FROM TREASURER REVENUE GL 4758	\$340,000	
	Contract Description:	This is a new contract to provide investment services for the Prepaid Tuition Programs for the State of Nevada.				
	Term of Contract:	01/01/2011 - 01/01/2015	Consultant: NO	Contract # 11741		
9.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	BUILDING CONTROL SERVICES, INC.	FEE: BUILDING & GROUNDS BUILDING RENT INCOME FEES	\$75,000	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides maintenance and service for Allerton temperature control systems. This amendment increases the amount of the contract by \$75,000 from \$30,000 to \$105,000 for repairs and upgrades on the heating and air conditioning system for the Supreme Court and for other State buildings, on an as needed basis, and at the request and approval of a Buildings and Grounds designee.				
	Term of Contract:	04/13/2010 - 03/31/2014	Consultant: NO	Contract # 10837		
10.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	CARRIER CORPORATION	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	\$30,000	
	Contract Description:	This is a new contract to provide heating, ventilation and air conditioning repair and maintenance for various state buildings on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
	Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11696		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
11.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	CARRIER CORPORATION	FEE: 2008-2010, BUILDINGS & GROUNDS, SERVICE SATISFACTORY	\$54,000	
	Contract Description:	This is an amendment to the original contract, which provides heating, ventilation and air conditioning services to various buildings in Las Vegas. This is an amendment to increase the amount of the contract by \$54,000 from \$315,920 to \$369,920.				
		Term of Contract:	11/01/2008 - 10/31/2012	Consultant: NO	Contract # CONV5794	
12.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	FAST GLASS, INC.	FEE: BUILDING RENT INCOME FUNDS.	\$40,000	
	Contract Description:	This is a new contract that will provide repairs, replacement, and new installation of glass and glazing products, including glass storefront and conventional doors and hardware including any related components on an as needed basis, upon the request of a State of Nevada Buildings and Grounds designee, for various buildings and grounds in Northern Nevada.				
		Term of Contract:	12/14/2010 - 12/13/2014	Consultant: NO	Contract # 11703	
13.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	INGERSOLL RAND COMPANY DBA TRANE	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$40,000	
	Contract Description:	This is an amendment to the original contract, which provides heating, ventilation and air conditioning services to various state buildings as needed in Reno and Carson City. This amendment increases the contract by \$40,000.00 to total \$64,999.00.				
		Term of Contract:	11/01/2008 - 10/31/2012	Consultant: NO	Contract # CONV5791	
14.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	JOHNSON CONTROLS, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$40,000	
	Contract Description:	This is an amendment to the original contract, which provides preventative maintenance for the two Liebert computer room cooling units at the Department of Motor Vehicles, Carson City. This amendment increase the amount of the contract by \$40,000 form \$27,957 to \$67,957 for extra services, as needed, and upon the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	05/01/2010 - 04/30/2014	Consultant: NO	Contract # 10812	
15.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	COWEE, MICHELE A DBA SIERRA DIETETICS	FEDERAL	\$74,997	
	Contract Description:	This is an amendment to the original contract, which provides nutritional, diabetes and exercise education to participants in the Food Distribution Program on Indian Reservations. This amendment increases the maximum amount from \$24,999.00 to \$99,996.00 due to approval from United States Department of Agriculture (USDA) to continue this program.				
		Term of Contract:	04/13/2010 - 10/31/2013	Consultant: NO	Contract # 10657	

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16.	083	DEPARTMENT OF ADMINISTRATION - PURCHASING - COMMODITY FOOD PROGRAM	LAND O LAKES	OTHER: PROGRAM FUNDS-PASS THROUGH COSTS TO RECIPIENT AGENCIES	\$700,000	
	Contract Description:	This is an amendment to the original contract, which authorizes the Food Distribution Program to use USDA commodities as ingredients to produce breakfast and lunch products for the National School Lunch Program. This amendment increases the maximum amount from \$700,000 to \$1,400,000 due to an increased volume of product orders.				
		Term of Contract:	07/01/2009 - 06/30/2011	Consultant: NO	Contract # CONV6479	
17.	088	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	TANEY ENGINEERING	BONDS: GENERAL OBLIGATION BONDS	\$7,200	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract, which provides professional architectural/engineering services for the Sewer, Groundwater Monitoring Well and Aeration, Phase II, Southern Nevada Correctional Center, Clark County, Jean, Nevada, SPWB Project No. 07-M08; SPWB Contract No. 3769. This amendment increases the maximum amount from \$75,315 to \$82,515 to provide professional services to prepare an Operations and Maintenance Manual to be approved by the Nevada Department of Environmental Protection.				
		Term of Contract:	11/10/2008 - 06/30/2011	Consultant: NO	Contract # CONV5930	
18.	102	COMMISSION ON ECONOMIC DEVELOPMENT	NOBLE STUDIOS, INC	GENERAL	\$40,000	
	Contract Description:	This is an amendment to the original contract, which provides website services, creative collateral materials, marketing strategy, branding campaign and media buying. This amendment increases the maximum amount from \$99,885 to \$139,885 due to additional increase in website functionality to better meet the needs of prospective companies.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 10264	
19.	190	STATE PUBLIC WORKS BOARD - GENERAL 05 CIP - ADA-Non-Exec	GANTHNER MELBY, LLC	BONDS	(\$17,500)	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract, which provides professional architectural/engineering services for the Northern Nevada Correctional Center Americans with Disabilities Act Renovations, Carson City, Nevada; Project No. 09-S02(5); Contract No. 4952. This amendment decreases the maximum amount from \$77,750 to \$60,250 and reflects that the project has been deferred by the State Public Works Board Manager.				
		Term of Contract:	12/08/2009 - 06/30/2013	Consultant: NO	Contract # 10115	
20.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	CRAIG JORGENSEN, M.D., LTD	GENERAL	\$50,000	
	Contract Description:	This is an amendment to the original contract, which provides Medical Director services to the Nevada State Veterans Home (NSVH). This amendment will extend the term of the contract from December 31, 2010 to December 31, 2012, and increase the maximum amount from \$50,000 to \$100,000. The scope of work remains unchanged.				
		Term of Contract:	01/01/2009 - 12/31/2012	Consultant: NO	Contract # CONV6069	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
21.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	IMOBESTEG, GAIL ANNE DBA SPECIAL EDUCATION LAW ASSOCIATION	FEDERAL	\$500,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to ensure that the Nevada Department of Education is in compliance with federal and state laws and regulations under the Individuals with Disabilities Education Act.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 11752	
22.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	CLIFTON GUNDERSON, LLP	GENERAL 50% FEDERAL 50%	\$352,500	
	Contract Description:	This is an amendment to the original contract for a Certified Public Accounting firm to perform hospital compliance audits. This amendment incorporates and extends the Scope of Work and increases contract authority by \$352,500 from \$4,949,134 to \$5,301,634.				
		Term of Contract:	09/01/2007 - 06/30/2013	Consultant: NO	Contract # CONV5034	
23.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	MILLIMAN, INC.	GENERAL 50% FEDERAL 50%	\$700,000	
	Contract Description:	This is a new contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 11723	
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	PUBLIC CONSULTING GROUP	GENERAL 10% FEDERAL 90%	\$1,311,367	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract that established Cost Allocation Plans for DHCFFP and its sister agencies. Amendment #6 will expand the scope of work to add additional services for the purpose of accommodating implementation of the federal Health Care Reform legislation in the State of Nevada. This amendment also extends the termination date from June 30, 2011 to June 30, 2012 and increases the maximum amount by \$1,311,367 from \$886,342.00 to \$2,197,709.00.				
		Term of Contract:	04/10/2009 - 06/30/2012	Consultant: NO	Contract # CONV7128	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
25.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - STATISTICS AND PLANNING	OPINION RESEARCH NORTHWEST	FEDERAL	\$102,230	
		Contract Description: This is an amendment to the original contract, which provides for the conduct of Health related surveys. This amendment extends the termination date from February 28, 2011 to May 31, 2011, and increases the maximum amount from \$691,736 to \$793,966 due to the addition of project modules.				
		Term of Contract:	11/10/2008 - 05/31/2011	Consultant: NO	Contract # CONV5893	
26.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	ADORIAN CORPORATION	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$1,330,000	
		Contract Description: This is a new contract to provide program activities in the area of training throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11678	
27.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	COMMUNITY HEALTH PARTNERS	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$1,330,000	
		Contract Description: This is a new contract to provide program activities in the area of community building throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11680	
28.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	DP VIDEO PRODUCTIONS	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$11,530,000	
		Contract Description: This is a new contract to provide program activities in the areas of marketing services, conference planning, facilitation, community building, grant opportunities, program evaluation and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11681	

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29.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	INNERWEST ADVERTISING AND PUBLIC RELATIONS	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$3,600,000	
		Contract Description:	This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11682	
30.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	JK BELZ & ASSOCIATES, INC.	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$330,000	
		Contract Description:	This is a new contract to provide program activities in the area of facilitation services throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11683	
31.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	KPS/3, INC.	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$3,600,000	
		Contract Description:	This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11685	
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	MASSMEDIA, LLC	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$3,600,000	
		Contract Description:	This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11684	

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33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	NEVADA PUBLIC HEALTH FOUNDATION	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$6,260,000		
		Contract Description:	This is a new contract to provide program activities in the areas of conference planning, community building and training throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11686		
34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	PUBLIC KNOWLEDGE, LLC	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$1,000,000		
		Contract Description:	This is a new contract to provide program activities in the areas of Facilitation, and Needs Assessment throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11687		
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	QUANTUMMARK, LLC	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$1,000,000		
		Contract Description:	This is a new contract to provide program activities in the areas of facilitation, and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11688		
36.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	R&R PARTNERS	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$3,600,000		
		Contract Description:	This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.				
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11689		

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37.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	SAINT MARY'S FOUNDATION	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$4,930,000	
		Contract Description:	This is a new contract to provide program activities in the areas of conference planning, and training throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11690	
38.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	SOCIAL ENTREPRENEURS, INC.	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$4,330,000	
		Contract Description:	This is a new contract to provide program activities in the areas of facilitation, community building, grant opportunities, training and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11691	
39.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	TURNING POINT, INC.	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$3,660,000	
		Contract Description:	This is a new contract to provide program activities in the areas of facilitation, community building, program evaluation and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11692	
40.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	WALTER R. MCDONALD & ASSOCIATES, INC.	OTHER: FUNDING SOURCE WILL BE DETERMINED BY USING AGENCY	\$1,330,000	
		Contract Description:	This is a new contract to provide program activities in the area of program evaluation throughout all agencies and divisions of the Department of Health and Human Services.			
		Term of Contract:	Upon Approval - 11/30/2014	Consultant: NO	Contract # 11693	

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41.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	BOARD OF REGENTS-UNR CONTROLLERS OFFICE	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$2,759,420	
	Contract Description:	This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11590	
42.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	BOYS & GIRLS CLUB OF LAS VEGAS	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$290,055	
	Contract Description:	This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11614	
43.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	EAST VALLEY FAMILY SERVICES	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$341,837	
	Contract Description:	This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11615	
44.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	HELP OF SOUTHERN NEVADA	OTHER: VENDOR COST SHARE 54% FEDERAL 46%	\$153,040	
	Contract Description:	This is a new contract for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11593	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
45.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	HELP OF SOUTHERN NEVADA	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$370,519	
	Contract Description:	This is a new contract for a demonstration project to implement a "Trusted Partner" network to be operated by the contractor. The Trusted Partner network will extend the reach of the Supplemental Nutrition Assistance Program (SNAP) to the low income and senior population of the State of Nevada while extending the resources of State Employees.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11621	
46.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	SOUTHERN NEVADA HEALTH DISTRICT	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$219,198	
	Contract Description:	This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11594	
47.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	STEP 2, INC.	OTHER: VENDOR COST SHARE 52% FEDERAL 48%	\$28,209	
	Contract Description:	This is a new contract for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11580	
48.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	TE MOAK TRIBE OF WESTERN SHOSHONE/SPECIAL DIABETES PROGRAM	OTHER: VENDOR COST SHARE 30% FEDERAL 70%	\$124,017	
	Contract Description:	This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11597	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
49.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	THREE SQUARE	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$425,863		
		Contract Description:	This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program (SNAP) to the low income and senior population of Nevada.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11617		
50.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	YERINGTON PAIUTE TRIBE	OTHER: VENDOR COST SHARE 30% FEDERAL 70%	\$82,294		
		Contract Description:	This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11595		
51.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	DEPARTMENT OF EMPLOYMENT, TRAINING AND REHABILITATION	FEDERAL	\$33,000		
		Contract Description:	This is an amendment to the original contract which provides vocational assessment testing for TANF clients. The amendment increases contract authority by \$33,000 from \$36,000 to \$69,000 for to maintain current level of services.				
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6254		
52.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	UNIVERSITY NEVADA SCHOOL MEDIC DBA MEDSCHOOL ASSOCIATES NORTH	GENERAL	\$140,680	PROFESSIONAL SERVICE	
		Contract Description:	This is an amendment to the original contract which provides locum tenens services to the seriously mentally ill consumers of this agency. This amendment increases the maximum amount from \$540,000 to \$680,680, due to the addition of clinical hours as well as the addition of Officer of the Day pay for weekends, holidays and weeknights.				
		Term of Contract:	07/01/2009 - 06/30/2011	Consultant: NO	Contract # CONV6611		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
53.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	SAINT MARY'S HEALTHFIRST DBA SAINT MARY'S HEALTH ENHANCEMENT	GENERAL	\$81,000	
	Contract Description:	This is a new contract to provide a Registered Dietitian to provide appropriate nutritional care to the consumers in our care. This shall include food and nutrition therapy in a timely and effective manner in accordance with standards of practice for nutrition and disease conditions.				
	Term of Contract:	12/14/2010 - 06/30/2012	Consultant: NO	Contract # 11705		
54.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - YOUTH PAROLE SERVICES	FLORIDA INSTITUTE FOR NEUROLOGIC REHABILITATION, INC.	GENERAL	\$296,064	SOLE SOURCE
	Contract Description:	This is a new contract to provide educational services as required by federal law for a child under the care of the State of Nevada, Division of Child and Family Services.				
	Term of Contract:	12/07/2010 - 01/31/2014	Consultant: NO	Contract # 11656		
55.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD & ADOLESCENT SERVICES	NNAMHS	GENERAL 40.5% OTHER: INSURANCE 1% FEDERAL 58.5%	\$96,360	
	Contract Description:	This is a new interlocal agreement to provide prepared meals seven days a week, three times a day to Northern Nevada Child and Adolescent Services, Adolescent Treatment Center located on the Northern Nevada Adult Mental Health Services Grounds.				
	Term of Contract:	01/01/2011 - 12/31/2011	Consultant: NO	Contract # 11694		
56.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	ASPEN ELECTRIC, LLC DBA ASPEN ELECTRIC	GENERAL 50% FEDERAL 50%	\$100,000	
	Contract Description:	This is a new contract to establish electrical services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.				
	Term of Contract:	Upon Approval - 12/14/2014	Consultant: NO	Contract # 11661		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
57.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	BUILDING & SITE ENGINEERING	FEDERAL	\$48,864	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to perform professional services of performing records of survey for the northern Nevada armories to include providing all necessary documentation.				
		Term of Contract:	Upon Approval - 07/30/2011	Consultant: NO	Contract # 11721	
58.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	BUILDING & SITE ENGINEERING, INC.	FEDERAL	\$17,369	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to perform professional services of performing records of survey for the southern and rural Nevada armories to include providing all necessary documentation.				
		Term of Contract:	Upon Approval - 07/30/2011	Consultant: NO	Contract # 11720	
59.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	CAL 1 SERVICES, INC.	GENERAL 50% FEDERAL 50%	\$100,000	
	Contract Description:	This is a new contract to establish locksmithing services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.				
		Term of Contract:	Upon Approval - 12/14/2014	Consultant: NO	Contract # 11660	
60.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	MCKEON DOOR OF NEVADA, INC.	FEDERAL	\$550,000	
	Contract Description:	This is a new contract to provide and install coiling insulated bay doors in three groups of eight doors at the designated National Guard facility.				
		Term of Contract:	12/14/2010 - 11/30/2012	Consultant: NO	Contract # 11718	
61.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	WALSH ODYSSEY ENGINEERING, INC.	GENERAL 50% FEDERAL 50%	\$160,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to establish engineering services for the 24-7 operation of the Nevada National Guard, statewide. Actual work will be on an as needed-basis.				
		Term of Contract:	Upon Approval - 12/14/2014	Consultant: NO	Contract # 11662	
62.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	WESTERN PACIFIC ELECTRICAL, INC.	GENERAL 50% FEDERAL 50%	\$100,000	
	Contract Description:	This is a new contract to establish electrical services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.				
		Term of Contract:	Upon Approval - 12/14/2014	Consultant: NO	Contract # 11740	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
63.	440	DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE	C & M FOOD DISTRIBUTING	GENERAL	\$2,000,000	
	Contract Description:	This is an amendment to the original contract, which provides food products for inmates statewide at a competitive price. This amendment extends the termination date from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$9,055,698 to \$11,055.698.				
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6271	
64.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	MEHRDAD MOGHIMI ENVIRONMENTAL ENGINEERING & MANAGEMENT PLLC	GENERAL	\$1,400	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract, which provides assistance to the Department of Corrections with renewing the Class II Air Quality Operating Permit for the Northern Nevada Correctional Center. This amendment increases the maximum amount from \$9,500 to \$10,900 due to the addition of Phase II services.				
		Term of Contract:	10/06/2010 - 12/31/2010	Consultant: NO	Contract # 11581	
65.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	ALPINE STEEL, LLC	FEDERAL	\$24,999	
	Contract Description:	This is an amendment to the original contract, which provides work skills classes to inmates housed in facilities in Southern Nevada. This amendment increases the maximum amount from \$9,966 to \$34,965 and extends the termination date from December 31, 2010 to June 30, 2013, as the department received additional grant funding, allowing for additional classes.				
		Term of Contract:	05/14/2010 - 06/30/2013	Consultant: NO	Contract # 10893	
66.	500	COMMISSION ON MINERAL RESOURCES	PETER A. HERRERA	FEE: DANGEROUS MINE FEE & ABANDONED MINE SECURING FEE	\$80,000	
	Contract Description:	This is a new contract to investigate hazardous abandoned mine openings in Clark County which have been previously secured to assess the current condition of the securing and make repairs if necessary. There are approximately 1,200 such mine openings in Clark County.				
		Term of Contract:	12/14/2010 - 12/14/2011	Consultant: NO	Contract # 11727	
67.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-Non-Exec	UNITED STATES FOREST SERVICE	BONDS: Q-1	\$70,000	
	Contract Description:	This is an amendment to the original contract for the construction of bat compatible gates on abandoned mines in Nevada. This amendment extends the termination date from December 31, 2010 to December 31, 2012, and increases the maximum amount from \$140,000 to \$210,000.				
		Term of Contract:	09/11/2007 - 12/31/2012	Consultant: NO	Contract # CONV4457	
68.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	UNR - BIOLOGY DEPARTMENT	BONDS: Q-1 13% FEDERAL 87%	\$15,000	
	Contract Description:	This is a new contract for completion of the Wildlife Action Plan Adaptive Management Monitoring Framework and the Adaptive Management Strategy incorporating climate change analysis.				
		Term of Contract:	01/01/2011 - 06/30/2011	Consultant: NO	Contract # 11707	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
69.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	USDA NATURAL RESOURCES CONSERVATION SERVICE	FEDERAL	\$29,000	
	Contract Description:	This is a new revenue contract to support NDOW staff acting as the USDA/NRCS Farm Bill Private Lands Coordinator and to document cooperative undertakings.				
		Term of Contract:	Upon Approval - 12/13/2011	Consultant: NO	Contract # 11698	
70.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	USDA NATURAL RESOURCES CONSERVATION SERVICE	FEDERAL	\$55,000	
	Contract Description:	This is a new contract for USDA/Natural Resources Conservation Service to provide funding for a new sage grouse staff specialist position and to document cooperative understandings.				
		Term of Contract:	Upon Approval - 12/13/2011	Consultant: NO	Contract # 11699	
71.	702	DEPARTMENT OF WILDLIFE - HERITAGE-Non-Exec	HUNTER'S ALERT, INC.	OTHER: HERITAGE TRUST ACCOUNT	\$86,103	
	Contract Description:	This is a new contract to provide predator removal to enhance the mule deer population.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11646	
72.	702	DEPARTMENT OF WILDLIFE - HERITAGE-Non-Exec	NEVADA ALLIANCE 4 WILDLIFE	OTHER: HERITAGE TRUST	\$115,000	
	Contract Description:	This is a new contract to provide predator removal to enhance mule deer and sage grouse populations.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11649	
73.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	JULIAN C. SMITH, JR.	OTHER: REVENUE CONTRACT	\$14,000	
	Contract Description:	This is a new contract to allow grazing of up to 80 head of cattle and horses on 186 acres of designated pasture within Washoe Lake State Park.				
		Term of Contract:	01/01/2011 - 12/31/2014	Consultant: NO	Contract # 11743	
74.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - INTER-GOVERNMENTAL AGREEMENTS	ELKO, COUNTY OF ELKO COUNTY COMPTROLLER	OTHER: ELKO COUNTY	\$5,000,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide revenue from Elko County to the Nevada Division of Forestry for fire district operations under NRS Chapter 473. The budget is negotiated on an annual basis at approximately \$1,000,000 per year (i.e. FY11 budget currently \$1,060,512). The total contract is estimated not to exceed \$5,000,000 for the four year contract period.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11751	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
75.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	BROADBENT & ASSOCIATES, INC.	FEE: HAZARDOUS WASTE FUND/PETROLEUM 46% OTHER: INTERM FLUIDE MANAGEMENT TRUST 54%	\$2,400,000	
	Contract Description:	This is a new contract for Environmental Assessment, Mitigation and Remediation Services on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. In these cases the Division may need to perform this work to protect the public welfare and protect or restore the states natural resources. The Division may also require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination. This contract will provide for those services.				
	Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 11730		
76.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	JBR ENVIRONMENTAL CONSULTANTS, INC.	FEE: HAZARDOUS WASTE FUND/ PETROLEUM 46% OTHER: 54%	\$2,400,000	
	Contract Description:	This is a new contract for Environmental Assessment, Mitigation and Remediation Services. This will be performed on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and/or restore the states natural resources. The Division may also require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.				
	Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 11744		
77.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	AM BENNETT & COMPANY	FEE: REIMBURSED BY EXAMINEES.	\$600,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.				
	Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11233		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
78.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	HUFF, THOMAS & COMPANY	FEE: REIMBURSED BY EXAMINEES.	\$600,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market				
		Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11715	
79.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	INS REGULATORY SERVICES, INC.	FEE: REIMBURSED BY EXAMINEES.	\$1,800,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook				
		Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11234	
80.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	REGULATORY EXAMINATION CONSULTANTS, LTD.	FEE: REIMBURSED BY EXAMINEES.	\$600,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.				
		Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11222	
81.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	RSM MCGLADREY, INC.	FEE: REIMBURSED BY EXAMINEES.	\$600,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.				
		Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11226	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
82.	741	DEPARTMENT OF BUSINESS AND INDUSTRY - INSURANCE - INSURANCE EXAMINERS	SMART BUSINESS ADVISORY AND CONSULTING, LLC	FEE: REIMBURSED BY EXAMINEE	\$600,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook				
		Term of Contract:	12/14/2010 - 06/30/2014	Consultant: NO	Contract # 11711	
83.	750	DEPARTMENT OF BUSINESS AND INDUSTRY - TAXICAB AUTHORITY	HIGHWAY PATROL	FEE: FEES FROM TRIP CHARGES	\$50,000	
	Contract Description:	This is a new interlocal agreement to provide a qualified management employee to act as the Temporary Division Administrator for the Nevada Taxicab Authority.				
		Term of Contract:	10/04/2010 - 01/31/2011	Consultant: NO	Contract # 11726	
84.	800	DEPARTMENT OF TRANSPORTATION	DEPT OF PUBLIC SAFETY OFFICE OF TRAFFIC SAFETY	OTHER: 5% FEDERAL 95%	\$565,000	
	Contract Description:	This is a new interlocal agreement to support two Traffic Safety Programs through the Strategic Highway Safety Plan.				
		Term of Contract:	Upon Approval - 09/30/2011	Consultant: NO	Contract # 11759	
85.	810	DEPARTMENT OF MOTOR VEHICLES DEPT OF MOTOR VEHICLES ASSIST OF OHV TITLING & REG TRUST ACCT	CLARK, COUNTY OF CLARK CO DEPT OF AIR QUALITY	OTHER: GIFTS & DONATIONS	\$500,000	
	Contract Description:	This is a new interlocal agreement to implement the provisions of SB 394 related to the titling and registration of Off-Highway Vehicles (OHV).				
		Term of Contract:	Upon Approval - 07/01/2011	Consultant: NO	Contract # 11733	
86.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION, REHABILITATION - DISABILITY ADJUDICATION	HI TIDE SOLUTIONS, LLC	FEDERAL	\$18,547	
	Contract Description:	This is a new contract to provide for the purchase and installation of a fully automated training system which includes two 55" LED Samsung displays, audio system and system controls at the Bureau of Disability Adjudication at 2527 North Carson Street, Carson City, Nevada 89706.				
		Term of Contract:	Upon Approval - 02/28/2011	Consultant: NO	Contract # 11725	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
87.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$356,290	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide Nevadaworks a Pilot Project Grant on behalf of Community Services Agency authorized under the Workforce Investment Act (WIA) of 1998, CFR part 652 et al. Governor's Reserve funds, approved by the State Workforce Board on October 5, 2010, for a year-long pilot program allowing young, low-income adults an introduction to the possibility of a career in health care.				
		Term of Contract:	Upon Approval - 08/31/2011	Consultant: NO	Contract # 11714	
88.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEWTON, NELSON G DBA GREG NEWTON ASSOCIATES	OTHER: CAREER ENHANCEMENT PROGRAM 50% FEDERAL 50%	\$25,200	SOLE SOURCE
	Contract Description:	This is an amendment to the original contract, which provides training for Nevada JobConnect staff and management to improve the effective delivery of services in Nevada's one-stop employment and training system. This amendment increases the maximum amount from \$25,200 to \$50,400 and revises the Scope of Work to include three additional two-day training sessions.				
		Term of Contract:	08/11/2010 - 06/30/2011	Consultant: NO	Contract # 11316	
89.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	CAPGEMINI GOVERNMENT SOLUTIONS	FEDERAL	\$1,440,473	
	Contract Description:	This is an amendment to the original contract, which provides an automated computer system to process wage, contributions, benefit, appeal, and other information related to Nevada's statewide Unemployment Insurance (UI) programs. Via the project, the department will replace its current UI Legacy applications with an integrated solution that deploys new technology architectures, upgrades database management features, and improves outward facing applications for Nevada's UI employers and claimants. This amendment increases the maximum amount from \$27,943,902 to \$29,384,375 to allow for the acceleration of the implementation of the UI overpayment functionality within the new system.				
		Term of Contract:	02/09/2010 - 06/30/2014	Consultant: NO	Contract # 10484	
90.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION EMPLOYMENT SECURITY DIVISION All Budget Accounts	CLASSIC LANDSCAPES, LLC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$20,000	
	Contract Description:	This is an amendment to the original contract, which provides landscape maintenance service at the Department of Employment, Training, and Rehabilitation location of 2800 E. St. Louis Avenue, Las Vegas, Nevada. This amendment extends the termination date from December 31, 2010 to December 31, 2012 and increases the maximum amount from \$7,180 to \$27,180.				
		Term of Contract:	03/12/2010 - 12/31/2012	Consultant: NO	Contract # 10730	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
91.	908	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION ADMINISTRATIVE SERVICES - RESEARCH & ANALYSIS	FLORIDA, STATE OF/ AGENCY FOR INNOVATION	FEDERAL	\$20,000	EXEMPT
		Contract Description: This is a new contract 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 # 11719				
92.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	EXTEND HEALTH	OTHER: 67% STATE SUBSIDY AND 33% PREMIUM REVENUE	\$1,555,000	PROFESSIONAL SERVICE
		Contract Description: This is a new contract to provide individual market Medicare exchange and licensed broker services of Medicare plans. This vendor offers Medicare retiree benefit counseling services, education and assistance in choosing a Medicare Plan that best suits each retiree's needs. Term of Contract: Upon Approval - 06/30/2015 Consultant: NO Contract # 11666				

***10. MASTER SERVICE AGREEMENT**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 1.	MSA	VARIOUS STATE AGENCIES	GA-SNC SOLAR LLC	OTHER: VARIOUS, SUBJECT TO PROJECT APPROVAL.	\$0	
		Contract Description: This is a new master service agreement with a contractor capable of financing and constructing multiple solar photovoltaic sites on state and other public entity properties. This approach reduces the overall costs the State and other public entities will incur for the power produced by the solar facilities. Contractor hereby agrees to plan, develop, build and operate the Projects, and occupy the Project Sites. Term of Contract: Upon Approval - 12/31/2014 Consultant: NO Contract # 11753				

11. INFORMATION ITEMS

A. Department of Administration – Purchasing Division – Laboratory Corporation of America (Contract # 11746)

Pursuant to NRS 333.700, the Clerk of the Board of Examiners has approved this good of the state contract for \$24,999.00 with Laboratory Corporation of America (LabCorp). The current vendor has not met all of the contractual requirements set forth in RFP 1770 and the required services' affects the health and welfare of Nevada citizens.

B. Victims of Crime Coordinator's 2010 Biennial Report

This report is presented for submission to the Legislature pursuant NRS 217.250, which requires the Board of Examiners to report to the Legislature when it meets on a biannual basis. This section provides: **NRS 217.250 Reports.** The Board shall prepare and transmit biennially to the Legislature a report of its activities, including:

1. The amount of compensation awarded;
2. The number of applicants;
3. The number of applicants who were denied compensation; and
4. The average length of time taken to award compensation, from the date of receipt of the application to the date of the payment of compensation.

12. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

***13. ADJOURNMENT**

Notice of this meeting was posted in the following locations:

Blasdel Building, 209 E. Musser St., Carson City, NV
Capitol Building, 101 N. Carson St., Carson City, NV
Legislative Building, 401 N. Carson St., Carson City, NV
Nevada State Library and Archives, 100 Stewart Street, Carson City, NV

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

Capitol Police, Grant Sawyer State Office Building, 555 E. Washington Ave, Las Vegas, NV
Hadi Sadjadi: hsadjadi@dps.state.nv.us

Notice of this meeting was posted on the following website:

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

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

MINUTES

MEETING OF THE BOARD OF EXAMINERS

November 9, 2010

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

Members:

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

Others Present:

Richard Bartholet, UNR
Clark G. Leslie, Attorney General's Office
Nancy Bowman, Attorney General's Office
Gene Columbus, Nevada Corrections Association
Ana Andrews, Department of Administration, Risk Management
Maureen Martinez, Department of Administration, Risk Management
Tracy Taylor, Department of Conservation and Natural Resources, Water Resources
Kelvin Hukenbottom, Department of Conservation and Natural Resources, Water Resources
Mechelle Merrill, Department of Employment, Training and Rehabilitation
Jason Holm, Department of Health and Human Services, Welfare and Supportive Services
Mike Worman, Department of Health and Human Services, Welfare and Supportive Services
Hatice Gecol, REEEA
Janice Prentice, Department of Health and Human Services, Health Care Financing and Policy
Dorrie Kingsley, Department of Health and Human Services, Health Care Financing and Policy
Lisa Young, Department of Public Safety, Records and Technology
Connie Bisbee, Department of Public Safety, Parole Board
Shawna DeRousse, Department of Health and Human Services, Directors Office
Lynn O'Mara, Department of Health and Human Services, Directors Office
Howard Skolnik, Department of Corrections
James Wells, PEBP
Kateri Cavin, PEBP
Megan Sloan, PEBP
Patrick Cates, Department of Wildlife
Rich Haskins, Department of Wildlife
Dave Gaskin, Department of Conservation and Natural Resources, Environmental Protection
Carol Sala, Department of Health and Human Services, Aging and Disability Services
Jeff Mohlenkamp, Department of Corrections
Katie Armstrong, Attorney General's Office
Jim Spencer, Attorney General's Office
Kimberlee Tarter, Department of Administration, Purchasing
Miles Celio, Office of the Military
Greg Weyland, Department of Education

Laura Smolyansky, Department of Information Technology
Carol Sweeney, Department of Information Technology
Tamara Nash, Department of Employment Training and Rehabilitation
Brenda Ford, Department of Employment Training and Rehabilitation
Evan Dale, Department of Administration

Press:

Cy Ryan, Las Vegas Sun
Sean Whaley, Nevada News Bureau
Sandy Cherub, Associated Press
Ed Vogel, Las Vegas Review Journal

***1. APPROVAL OF THE OCTOBER 12, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Good morning. The Board of Examiners meeting scheduled for today, November 9, 2010 at 10:00 a.m. will come to order. Mr. Clerk for the record note the presence of all Board members. We will begin with agenda item number 1 which is the approval of the October 12, 2010 Board of Examiners meeting minutes, Mr. Clerk.

Clerk: Governor I have no changes to the minutes.

Governor: Okay are there any questions or concerns in regards to the minutes?

Secretary of State: Move for approval.

Attorney General: Second the motion.

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

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

Assembly Bill 146, section 45.5.1 made an appropriation to the Interim Finance Committee for the development of a state business portal.

A. Secretary of State's Office - \$28,984.00

The Secretary of State's Office requests the approval of an allocation of \$28,984 from the Interim Finance Committee Contingency Fund to develop and implement a State Business Portal to facilitate transactions between businesses and state agencies.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We move on to agenda item number 2 which is a request for general fund allocation from the Interim Finance Committee Contingency Fund from the Secretary of State's Office in the amount of \$28,984.00, Mr. Clerk.

Clerk: Thank you Governor. Item 2A involves money that was set aside in Assembly Bill 146 to develop a state business portal.

Governor: Any comments or questions with regard to the request?

Attorney General: Move for approval.

Secretary of State: Seconded.

Governor: 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 2 has passed unanimously.

***3. REQUEST FOR FURLOUGH EXCEPTIONS**

A. Department of Corrections – Multiple Budget Accounts - \$625,714.00

The Department of Corrections requests exceptions for the months of November 2010 through December 31, 2010, for multiple positions necessary for public safety at a cost of approximately \$625,714 (the balance in the furlough account is \$1,644,469).

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We will move on to agenda item number 3 which is the request for furlough exceptions. 3A is for the Department of Corrections, multiple budget accounts, in the amount of \$625,714.00, Mr. Clerk.

Clerk: Thank you Governor. This is a request from the Department of Corrections to exempt Correctional Officers from the mandated furlough requirement. This exception is for the months of November and December. The estimated cost of the furlough exceptions for those two months is \$625,714.00. The balance in the fund that was appropriated by the Legislature for exceptions to the furloughs is 1.6 million.

Governor: Mr. Clerk one question. Is the balance of \$1,644,469.00 after the reduction of the \$625,714.00?

Clerk: No, I believe it is before but let me double check in the packet, yes it was before.

Governor: So the actual amount remaining would be a little over 1 million dollars.

Clerk: The amount remaining would be \$1,018,755.00.

Governor: Any other questions in regards to agenda item 3?

Secretary of State: Move for approval.

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

Attorney General: Second the motion.

Governor: Seconded by the Attorney General. Are there any comments or questions in regard to the motion? Hearing none, all those in favor signify by saying aye. Let the record reflect that agenda item 3 has passed unanimously.

***4. STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of addition to the following Chapters: **1300 section 1320 – Texting While Driving a State Vehicle**

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We move on now to agenda item number 4 which is State Administrative Manual Revisions, Mr. Clerk.

Clerk: Thank you Governor. This is a request to add a new section to the State Administrative Manual. This section would prohibit texting while driving. Basically, it would prohibit the use of an electronic device to send any sort of messages, with the exception of public safety.

Governor: Any comments or questions with regard to agenda item number 4?

Secretary of State: Move for approval.

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

Attorney General: I second the motion.

Governor: Seconded by the Attorney General. Are there 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 4 passed unanimously.

***5. STATE VEHICLE PURCHASE**

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Conservation and Natural	1	\$24,691.68

Resources – Division of Water Resources – Conservation Districts (Non-Executive Budgets 4211, 4110, and 4229)		
Department of Conservation and Natural Resources – Division of Environmental Protection – Bureau of Mining Regulations and Reclamation	1	\$26,505.20
Department of Conservation and Natural Resources – Division of Water Resources - Conservation Districts (Non-Executive Budgets 4252, 4253, 4248, 4231 and 4158)	1	\$22,138.00
Total:		\$73,334.88

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We move on to agenda item number 5 which is state vehicle purchases, Mr. Clerk.

Clerk: Thank you Governor. There are three vehicles being requested for purchasing on the agenda. All three of these of these vehicles are for the Department of Conservation and Natural Resources. Two are for the Division of Water Resources and one of them is for the Division of Environmental Protection.

Governor: Are there any comments or questions with regard to agenda item number 5?

Secretary of State: Move for approval.

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

Attorney General: I second the motion.

Governor: Seconded by the Attorney General. Are there 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 unanimously.

***6. TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

- A. Dougherty, et. al. – TC15524
Amount of Claim – \$450,000.00**

Discussion: The following report of investigation and subsequent recommendation from Nancy Bowman, Claims Manager for the Attorney General, was approved by James Spencer, Chief of Staff. Ms. Bowman's report dated September 20, 2010 states:

Patrick Cavanaugh, Sr. was serving a death sentence at Ely State Prison when he died in custody. The primary cause of death, as listed on the death certificate, was diabetes mellitus; with hypertension and peripheral vascular disease listed as secondary causes. Mr. Cavanaugh was survived by 3 sons and the administrated for his estate, Elizabeth Dougherty. This recommendation covers the 4 claims of action in regards to Mr. Cavanaugh's death. The plaintiffs are represented by Cal Potter, Esq., Marc Picker, Esq., and Donald York Evans, Esq.

In December 2001, Mr. Cavanaugh was diagnosed with dementia that manifested itself in the form of paranoia, delusional thinking and violent behavior and was thereafter incompetent to make medical decisions regarding his care and treatment. He began refusing medical treatment including insulin and hypertension medications. Dr. Steven MacArthur requested and Warden E.K. McDaniel received a court order that would allow medical staff at Ely State Prison to force medicate Mr. Cavanaugh.

The medical records are devoid of any evidence that the required medications were administered to Mr. Cavanaugh under the authority of the court documents that were granted. His causes of death are attributed to the very causes that would have been addressed by the medications that were necessary but not provided.

Clerk's Recommendation: The report recommended that the claim be paid in the amount of \$450,000.00.

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

Comments:

Governor: We move on now to agenda item number 6 which is a tort claim, Mr. Clerk.

Clerk: Thank you Governor. It is a recommendation from the Attorney General's Office to pay this claim. This actually involves a inmate at Ely State Prison. According to the information we received, he died in custody, allegedly from the State not providing medication for this emergency diagnosis.

Governor: Any comments or questions with regard to agenda item number 6, or any further discussion?

Secretary of State: Move for approval.

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

Attorney General: Second the motion.

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

***7. LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We move on now to leases under agenda item number 7, Mr. Clerk.

Clerk: Thank you Governor. There are seven leases before the Board this morning, and I have no changes to any of these items.

Governor: Are there any questions regarding any of the seven leases? Hearing none, is there a motion for approval?

Secretary of State: So moved.

Attorney General: Second.

Governor: Moved for approval by the Secretary of State and seconded by the Attorney General. Are there any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect that item number 7, leases, were approved by the Board of Examiners.

***8. CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We will move to agenda item number 8 which is contracts, Mr. Clerk.

Clerk: Thank you Governor. There are fifty contracts before the Board and I do not have changes for any of the items presented.

Governor: Any comments or questions with regard to any of the contracts before the Board?

Attorney General: Governor, I have a couple of comments. I have asked that item number 48 be held separately and that the Division come up and talk a little bit about that contract. I have

also asked that contract items numbered 35 and 36 be held until the next Board of Examiners meeting so that I can have the opportunity to look into some issues that came to my attention late last night with respect to the statutory procedures that were followed.

Governor: Okay, we will defer contract numbers 35 and 36 until the next Board of Examiners meeting. Madam Attorney General, did you say that you wanted someone from PEBP to come forward and answer some concerns that you have in regards to contract number 48?

Attorney General: Yes Governor. If it is alright I would like them to come forward and talk a little bit about this contract and then with your approval Governor, I believe that there are some people here in the public that would like to comment regarding that particular agenda item and I would like to hear from them before we vote on it.

Clerk: Governor, would you like to move on the other contracts and then we can come back to item 48?

Governor: Yes, I think we should make a motion for the forty-seven contracts after removing contract numbers 35 and 36 and then we can come back to contract number 48. Is there a motion for the contracts, 1-34, 37-47, and 49-50?

Secretary of State: I will move for approval of the contracts just outlined by the Governor.

Governor: Moved for approval by the Secretary of State. Is there a second?

Attorney General: I second the motion.

Governor: Seconded by the Attorney General. Are there any comments or questions with regard to the motion? Hearing none, those in favor signify by saying aye. Let the record reflect that contracts 1-34, 37-47 and 49-50 have been approved. We move now to contract number 48 for further discussion. Would someone from the Public Employees Benefits Program like to come up and discuss this contract?

James Wells: Good morning Governor, members of the Board, for the record my name is James Wells I am the Executive Officer for the Public Employee Benefits Program. Contract number 48 is for Extend Health that will provide a Medicare Coordinator Service or an Individual Market Medicare Exchange. This contract came about as a result of the Board's decision to use the Medicare Exchange for this next year for us to save money that was required as a result of our budget target. As a result of plan reductions necessary to meet our budget target, PEBP had to think outside the box for solutions to minimize the impact to our participants. We looked at solutions being used elsewhere to see if we could adapt some best practices to our program. As part of that search, we identified the Individual Market Medicare Exchange or a Medicare Coordinator Service as a potential solution for our Medicare retiree population where it is possible this group of participants will be able to have the same or better benefits for a similar cost as they do today with a savings to the State of approximately \$16 million over the next biennium. The private sector started transitioning to this solution several years back. Most people have heard of the Governmental Accounting Standards Board (GASB) and the Other Post Employment Benefit (OPEB) Liability faced by states and other governments. Private sector entities are subject to Financial Accounting Standards Board (FASB) pronouncements and FASB

required private companies to put OPEB liabilities on their financial statements starting in the early 1990s. As a result, private sector companies looked for a solution like the Medicare Exchange as a way for them to provide benefits to their retirees and remove the liability from their books. Now, GASB is having the same impact on governments as governments look for ways to decrease the OPEB liability. We will be the 1st State to implement this solution for our retirees and among the first governmental entities in the nation. As such, we are working in a bit of a vacuum with few details or contracts from which to review and obtain details to include in a Request for Proposal or to use to vet responses from potential vendors. In this case, we are looking at a private sector solution that has the potential to be very successful in a public sector setting. While there are some commonalities between the State of Nevada and the private sector, this pilot project will allow us to close the knowledge gap between us and the private sector when it comes to selecting a vendor to provide these exchange services. It is our intent to do an RFP for these services towards the end of the contract. Health Care Reform includes the introduction of health care exchanges by 2014. This will likely have a significant impact to the landscape of this industry. Using our experiences from this contract and the results of the Health Care Reform, we will be in a better position in a few years to go through the important process of creating a good Request for Proposal for these services and soliciting and reviewing responses from qualified vendors.

Governor: Madam Attorney General, I believe you had a few questions for Mr. Wells?

Attorney General: Thank you Governor. Mr. Wells, I noticed that this was a professional contract, so it was sole source; can you just explain the process you went through and why you went through the sole source process?

James Wells: Absolutely. First of all, there were three other vendors that provided these services as well as when we looked at the providers that are out there and it was identified that there were three other vendors that provided these services. Extend Health. There were also a couple of exchanges offered through insurance companies who only offer products provided by that specific carrier. It was our goal to give our participants access to a broad variety of carrier and plan options.

The first two were relatively small and focused more on individual transition to the Medicare marketplace as opposed to transitioning entire group plans. One of the companies also outsources for benefit advisors who work with the retirees.

The third, Senior Advisors, is a subsidiary of AON Hewitt who provides actuarial and consulting services to PEBP creating a potential conflict of interest with this vendor. Senior Advisors was also more focused on the individual market until after their acquisition by Hewitt Associates and has worked primarily with transitioning private sector clients.

The selected vendor, Extend Health, has been providing group transition services for the longest period of time, has worked with the most public sector clients and has transitioned the largest number of retirees to exchange based coverage. They have successfully transitioned large unionized private sector clients such as Ford and Caterpillar. While Nevada will be the first state to use a Medicare Coordinator service, Extend Health has worked with several local governments, including the City of Waco, Texas and Mendocino County, California.

Due to National Health Care Reform, the Medicare Exchange marketplace could change significantly over the next several years and the landscape of qualified vendors is likely to increase between now and 2014.

The RFP process would have delayed the award of a contract for these services until sometime around February 2011 at the earliest. That delay would have jeopardized our ability to implement this program effectively due to the Medicare Special Enrollment Period that starts 90 days before the effective transition date or April 1st. The delay also would not have allowed sufficient time to share eligibility data between PEBP and Extend Health, to provide a comprehensive communications campaign to the retirees or to allow Extend Health to add and train the staff necessary to insure a smooth transition.

Lastly, Extend Health offered to waive any implementation fees and fees for Health Reimbursement Arrangement (HRA) Accounts the first 6 months of the contract. The only cost of this contract is \$3.50 per primary participant per month for the administration of the HRA based on our projected enrollment. The \$3.50 fee is equivalent to the fee now paid by participants who utilize the Flexible Spending Accounts.

Attorney General: Just a couple more questions Mr. Wells. I understand that this is a pilot project and if it doesn't work out and we terminate the contract early or we don't enter into an extension of the contract, what would the fall back plan then be for the participants?

James Wells: Assuming that we would get to the point where this contract was to be terminated or we get to the end and determine that this was not the best solution for our entire Medicare retiree population then we would allow them to return to the existing plans available for our other participants. There would be a cost of about \$16 million per biennium associated with that and we would have to find the funding to do it by reducing benefits or increasing premiums for our participants.

Attorney General: Okay, and what, in general, are the positive and negative impacts on the participants?

James Wells: The positives are easy. Medicare retirees will have the possibility of getting benefits similar to what they have now at a similar cost. They will be the only group of participants where this will be possible. The Medicare retirees will be able to choose plans that best meet their needs based on their geographic location, their drug utilization, their health status and any existing conditions they may have. They will also be able to pick different plans for a husband and a wife if their medical needs are different. The negative impacts revolve primarily around change. There will be changes in the manner Medicare retirees pay their premiums from a pension check deduction to a reimbursement method, changes in their prescription drug program from what they have now to a Part D drug program as well as changes in who actually provides insurance coverage to the Medicare retirees. We believe these changes could end up benefiting the Medicare retirees once they get used to them.

Attorney General: Thank you Mr. Wells. Those are all of the questions that I had Governor.

Governor: Thank you. Mr. Miller did you have any questions?

Secretary of State: I do. I would like to thank Mr. Wells for coming into my office and discussing this contract with me. I still have some significant concerns about the requirement process and the solicitation waiver. One of my questions is whether or not the members of the PEBP Board had, at one point, expressed significant reservations about the solicitation waiver, in any way, have their concerns resolved? I tried to reach out to three members of the Board that had expressed their reservations. I called all three of them late yesterday and I received a return call from Jackie Ewing Taylor, who said that despite the comments that she had made at the September Board meeting, she was quite comfortable at this point with the solicitation waiver. She was very comfortable in going forward with this vendor, Extended Health, and thought that is was the right policy approach. I have not yet heard back from George Campbell or Randy Kirner. I also would just like to point out on page 25 on the transcript from the September meeting; Kirner expresses his concerns on the lack of an RFP. On page 26, Campbell expresses reservations saying he was very, very concerned about not having an RFP on Exchanges, as they are a brand new thing. They are perceived by many people as being very risky, very profit apparel, so much so that we cannot afford to not have an RFP. He concludes that he cannot in any way support a waiver of the RFP with the Exchanges. Was there any subsequent discussions about it at Board that could resolve some of those comments?

James Wells: Again, James Wells. There was a request to have Extend Health come back to the October PEBP Board meeting. At that meeting, Extend Health presented information to the Board relating to the implementation and communications plans and customer service experience of the Medicare retiree. The presentation also included information on the number of plans and the cost of plans which would be available to PEBP Medicare retirees. A couple of Board members and several employees have asked when they will get to have a plan like this because of the choice in plans it offers. I have also had several retirees tell me at the meetings we conducted how much they like the new plans we will be offering.

Secretary of State: Did you also try to reach out to a member of the Legislative staff or any of the members of the leadership?

James Wells: That is our next step.

Secretary of State: If this contract is approved can you explain the steps that you will be taking in the next couple of months?

James Wells: So the three public meetings that we had we sent out fliers so that we could get as many people as we could to attend the public meetings. We have a meeting scheduled for next week so physically sit down and determine when and where the meetings will be held. Those meetings will occur where ever we have pockets for retirees. Hopefully those meetings will be smaller so that retirees can get some one on one time. The early part of 2011 they will get an information package from the vendor that will walk them through the process that will occur and as we get closer to that April 1st timeframe they will receive another packet with information regarding the enrollment process. So those are some of the outreach projects that we have already preplanned with the vendor.

Secretary of State: You already have all of those preparations in place? I don't know what the will of the Board is but I would feel more comfortable if we were to delay this just one month so

that you would have the opportunity to have some discussions with the leadership and it will give me the opportunity to have more discussions with the PEBP Board and get assurance from them that the preservations that they expressed in September are no longer there and they are comfortable moving forward on this. If we delayed the decision on this contract would that in anyway mess up the outreach plan?

James Wells: Not knowing exactly when the next Board of Examiners' meeting is, it would basically push everything back. This vendor has been very good in working with us, I feel that we cannot ask them to do anymore work until the contract is in place. So we would be basically putting everything on hold for a month. That would certainly have an impact on the outreach that we have planned.

Governor: Are there any other questions from any of the members on this issue? Hearing none is there a motion for approval for the contract #48?

Attorney General: Governor, if it is alright would you be amenable to allow a public comment on this particular issue? I heard that there were members of the public that were interested in speaking and I would like to hear from them as well.

Governor: Alright we will undertake public comment on this contract at this time. We will limit the public comment to two minutes per speaker.

Secretary of State: We do have two members of the public wishing to make a comment and since I am at the meeting I wouldn't mind handling the timing of the speaker.

Marty Bib: We recognize that this proposal that is a dramatic partier in what has been done as far as the health plan for Medicare retirees at least from the time in 1983 when the self funded plans were created. Then we see that there may be some benefits for certain Medicare retirees but we do have some particular questions. We understand that this is a pilot program and I was pleased to hear the Executive Officer partially address the question of whether or not Medicare retirees would have an option to re-enter the program should this pilot not prove successful down the road. If we understand it from looking at the packet it is a four year contract with an additional 240 days which makes it close to a five year contract that is something that were concerned that it will not work as well as it is has been proposed to work. This is the first time this approach has been tested at the state level. Additionally we appreciate that there has been a lot of education meetings posted for this program and three that have been held already for Medicare retirees. With that in mind some of the concerns that we have with the program is not only the available coverage in the rural areas, but also the number of providers in those areas that can provide the service through the program. We don't know everything about the exchange but we certainly understand that it is going to be a vast different approach. We have members asking for additional information about this program and I think that would be particularly important in terms of Medicare retirees. I attended two of the three meetings, Thank you very much for your time and if you have questions we can answer them.

Peggy Bowen: I am an individual who is retired but will not be a recipient of Social Security at this point. Governor, my concern about this program is one of the expediency in which it has been brought forward. The tremendous number of questions that were brought to the three public hearings that were questioning this contract that were not answered. Questions such as

why didn't you take it to an RFP asked by the public not only from government entities. It was brought to our attention that there were none profits that provided this service that we needed to save sixteen million dollars over the biennium and this was part of the savings. What we have here Governor is a program that keeps giving the answer to the questions "we'll find out" or "we will do". The question was asked of them would Senior Care Plus a provider for Northern Nevada be part of this Extend Health program and they said "not at this time" "we will look into it" "we are working on it". The questions that are taking place here I know you can't do insurance State to State Governor, but I am not seeing or maybe I am just uninformed, but county to county if you have a program such as Extend Health and you have differential benefits based on what town you live in if a person wants to go to Las Vegas to see a particular doctor that is covered under a certain healthcare plan that is not available in other counties, and when they gave the information to us about how their coverage would cover; they covered Las Vegas, Reno and Carson City and then they did a listing for the rural's so to speak but not specifically because many of these companies that don't have doctors on their panel. The bottom line is the Extend Health Company hasn't gotten Extended Care Plus to agree to amount of money that they will pay them to be a member of their panel or a portion of their benefits. I am working with words that I don't understand in terms of our company is being kept from serving the retirees on Medicare in the State of Nevada simply because they won't give the amount of money to Extended Care Plus. The big question asked during the meeting was "What are we getting for the biggest bang for our buck"? How much is Extended Care Plus going to benefit from serving the retirees that PEBP now serves in the State of Nevada? They didn't know the answer to that question either. I thank you very much for your time and your consideration and I would really appreciate it if you could give another months time. Thank you.

Governor: Is there anyone else that would like to come forward and speak on this issue? What is the will of the committee on contract number 48? Is there a motion for approval?

Attorney General: Governor, if I may I have one follow-up question for Mr. Wells. I do have concerns about the impact to the retirees in the rural counties knowing that we already have limited professional's out there and potentially limited coverage. If you don't mind Mr. Wells could you please address that concern?

James Wells: The comments regarding rural Nevada there are more plans available in the rural Nevada than we currently offer. If you choose to go to a Medicare supple mentor any provider that accepts Medicare will work.

Attorney General: So if we were to hold off for a month and just ask that this be put on next month agenda, it sounds like it would have an impact on your ability to communicate and be prepared for the transfer come the end of the fiscal year is that correct?

James Wells: The biggest impact with putting this off for a month is that we cannot share data with this vendor and we have private names and social security numbers and information that we need to transmit to the vendor. The communications campaigns were to start next week and that would have to be pushed into the later part of the month which will push other meetings out.

Attorney General: So the information that you are hearing from the retirees with their concerns is it just a matter that they don't have enough communication about what the potential of the new plan is or is there some legitimate concerns that they have that the new plan will not address?

James Wells: I think that most of it is a communications issue, the details of what plan selection that they will get for the coverage for the different counties I think those are the questions that we got at the meetings. The other types of questions that were asked were regarding the types of plans and the networks.

Attorney General: Thank you Mr. Wells I have no further questions.

Governor: Thank you, Madam Attorney General, and thank you Mr. Wells. Is the will of the committee to vote on this today or to postpone it until the next Board of Examiners' meeting?

Attorney General: Governor, I am willing to postpone it to the next meeting if we think that is going to assist in getting information out to the retirees so that they have a better understanding of the program. However I will say that I am prepared to support this contract today or next month either way. So I am not sure if the secretary would like more time to research. I am more than willing to put this off for a month and vote at that time.

Secretary of State: If my preference was carried today I would vote that we would put it off for a month. I know that has an impact on the plans with the vendor but in my mind there is still unresolved questions and I would like to make sure with the PEBP board that their reservations for the contract are now comfortable with moving forward. I would also like to hear the results of the meeting with the Legislative leadership and make sure that they are comfortable with this as well. I think that it is very likely that I will vote in favor of this next month I just think that the risks with moving forward and not having all of the questions answered I would feel much more comfortable waiting a month until we get those answers.

Governor: I am in concurrence with the Attorney General, is there a motion one way or the other to delay or approve this contract?

Secretary of State: I will move to delay the contract one month and I would ask that there is outreach to the Legislative leadership and get better assurance from the two members of the board that they no longer have reservation on this contract.

Governor: I think a simpler motion to postpone the contract until the next meeting.

Secretary of State: That is fine Governor; I was just trying to provide clarification on the matters to which I would like to get answers too.

Attorney General: I will second the motion.

Governor: All those in favor signify by saying aye.

***9. MASTER SERVICE AGREEMENTS**

One master service agreement was submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

Comments:

Governor: We will move on to agenda item nine which are the master service agreements.

Clerk: Thank you Governor, I have no changes to this item.

Governor: Are there any comments or questions with regards to agenda item nine?

Secretary of State: Move for approval.

Attorney General: I'll second the motion.

Governor: It has been moved and seconded, are there any comments or questions with regards to the motion? Hearing none all those in favor signify by saying aye. Let the record reflect agenda item nine was approved.

10. INFORMATION ITEM

A. Status of Contracts Pending Nevada State Business Licenses' as of September 9, 2010 Board of Examiners' meeting

BOE MTG DATE	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	*STATUS
9/9/10	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - WIC FOOD SUPPLEMENT	OPEN DOMAIN, INC.	FEDERAL	\$242,825	Compliant
	Contract Description:	This is an amendment to the original contract, which provides technological support to the Women, Infants and Children (WIC) Program. This amendment increases the maximum amount of the contract from \$677,975 to \$920,800 due to additional programming hours and an enhanced server system.				
		Term of Contract:	10/01/2007 - 09/30/2011	Consultant: NO	Contract # CONV4811	
9/9/10	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS-Non-Exec	4-D PLUMBING & BUILDERS' SUPPLY, INC.	OTHER: UTILITY SURCHARGE	\$74,700	Compliant
	Contract Description:	This is a new contract to provide on-call services for emergency well problems at state parks in the southern region of Nevada.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 11489	

***Status must be – Compliant, Withdrawn, or Unresolved**

Comments:

Governor: We move now to agenda item ten which are informational items only. 10A is the status of contract pending Nevada State Business Licenses' as of September 9, 2010 Board of Examiners' meeting, Mr. Clerk.

Clerk: Thank you Governor, according to the information that we have we believe these contracts are now compliant.

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

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153 the agency is to report quarterly on the status of 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 September 30, 2010 (reference NRS 321.5954).

Comments:

Governor: Agenda item 10B is for the Department of Conservation and Natural Resources, Division of State Lands.

Clerk: Thank you Governor, item 10B is a report on the Tahoe Basin Act and the Mitigation Program. And I have no additional information on that item.

Governor: Are there any comments or questions with regards to item 10B? Hearing none lets move on.

C. 1st Quarter Overtime Reports

Comments:

Governor: Agenda item 10C is the 1st quarter overtime reports.

Clerk: Thank you Governor, The overtime reports are in each of the members packets and I will point out for the members that for the first time in the first quarter for fiscal year 2011 an increase of 1.3 million compared to last fiscal year overtime is down 2.4 million dollars.

Governor: ok, are there any comments or questions?

11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

Governor: Hearing none we move on to agenda item eleven. Would any member of the board wish to make a comment at this time? Hearing none we will move to public comment, is there a member of the public wishing to make a comment before the Board at this time?

Clerk: Governor, we do have one member of the public wishing to make a comment.

Peggy Bowen: I would just like to Thank you and the Board for watching out for the people of Nevada.

Governor: Anyone else wishing to comment before the board? Hearing none we will move to agenda item twelve.

***12. ADJOURNMENT**

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

Comments:

Governor: Is there a motion to adjourn?

Secretary of State: So moved.

Attorney General: Second.

Governor: It has been moved and second. All those in favor signify by saying aye, we are adjourned, Thank you.

Respectfully submitted,

ANDREW K. CLINGER, CLERK

APPROVED:

GOVERNOR JIM GIBBONS, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



DEPARTMENT OF ADMINISTRATION

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

Date: November 12, 2010
To: Stephanie Day, Deputy Director
Department of Administration
From: Susan Brown, 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.

DEPARTMENT OF CORRECTIONS – PRISON MEDICAL CARE

REQUEST FOR ALLOCATION FROM THE IFC CONTINGENCY FUND

Pursuant to NRS 353.268, the Nevada Department of Corrections requests an allocation of \$467,929 from the IFC Contingency Fund to support medical expenditures processed by a third party administrator for fiscal year 2010.

Nature of the Request:

The department has experienced an increase in inmate driven medical costs that have exceeded legislatively approved amounts in the Prison Medical Care budget. The department has an outstanding stale claim in the amount of \$1,467,928.35; this amount exceeds reversions for FY2010. \$1,000,000 of this amount will be paid from the stale claims account and the balance is requested from the Interim Finance Contingency fund. The department has made the payment from current year funds and is requesting reimbursement through the Stale Claims account and the IFC Contingency fund in the current year.

Recommendation:

Recommend approval

REVIEWED: <u>CJ</u>
ACTION ITEM: <u>2A</u>

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)

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



STATE OF NEVADA
DEPARTMENT OF CORRECTIONS

Northern Administration
P.O. Box 7011, Carson City, NV 89702
Phone: (775) 887-3212 • Fax: (775) 887-3224

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



Howard Skolnik
Director

RECEIVED

NOV 09 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

TO: Andrew Clinger, Clerk
Board of Examiners
Attn: Susan Brown, Budget Analyst IV

DATE: November 8, 2010

FROM: Deborah L. Reed
Chief of Fiscal Services

SUBJECT: Stale Dated Claims - FY 10 (IFC Contingency Funds)

Attached are valid claims applicable to the Fiscal Year FY 10.

This claim is eligible pursuant to NRS 209.246: Yes _____ No X

Approval is requested to make payment from the **IFC Contingency Fund** to the **Nevada Department of Corrections**. This is for prior year medical payments processed by our third party administrator. Our research confirms that these claims were never processed.

Vendor Name: Nevada Department of Corrections

Invoice Numbers: Various

Total FY 10 Billable Claims \$ 1,467,928.35
Prior FY 10 Request \$ 1,000,000.00

Current FY 10 Request \$ 467,928.35

Account Code 101-440-0000-3706-50-7072

Thank you for your assistance in rendering prompt payment.

Attachments

cc: Accounting

BA
CA



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: November 17, 2010

To: Andrew Clinger, Director
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget and Planning Division

A handwritten signature in cursive script, appearing to read "Katrina Nielsen".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the December 14, 2010 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 December 17, 2010 Interim Finance Committee meeting.

**DEPARTMENT OF CULTURAL AFFAIRS – STATE HISTORIC PRESERVATION OFFICE
(SHPO)**

REQUEST FOR ALLOCATION FROM THE GENERAL CONTINGENCY FUND

Statutory Authority

Pursuant to NRS 353.268, the State Historic Preservation Office is requesting an allocation of \$107,234 from the Interim Finance Contingency Fund to restore agency funding due to a discontinuance of Cultural Resource Bond Program, loss of associated interest income and a reduced level of project review activity for the Department of Transportation.

Nature of the Request

The decision to place a moratorium on future Commission for Cultural Affairs (CCA) bond sales beginning in SFY 2011 has necessitated the SHPO to seek replacement of funding from the Contingency Fund. These funds must be derived from a non-federal source in order to qualify as grant match toward their National Park Service grant, which requires a 60% National Park Service/40% General Fund match. Without approval of Contingency Funds, the SHPO will likely be forced to close as they will be ineligible for a new Federal Historic Preservation grant and lose their federal certification. This would result in the state no longer being able to meet federal law requirements that all projects be reviewed for their effect on cultural resources. Control of Nevada's projects would be transferred to Washington DC thereby causing delays and relinquishing key decisions affecting the state to the federal government.

Lower than projected interest rates due to the current market conditions and the loss of interest associated with future bond sales has also reduced projected interest income, which was budgeted to fund administrative support.

Additionally, the level of project review for the Department of Transportation has been lower than projected; therefore, revenue is lower than originally budgeted. Given the current number of reviews so far this fiscal year, projected revenue is anticipated to be \$22,871 less than budgeted.

Finally, due to an outstanding federal grant draw at the close of FY10, the SHPO reverted \$6,038 less to the General Fund than required. Therefore, this work program transfers grant authority to reserve for reversion in order to account for the borrowed funding.

Recommendation

Recommend approval.

REVIEWED: <u>AW</u>
ACTION ITEM: <u>ZB</u>



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*

November 16, 2010

Memorandum

To: Andrew K. Clinger, Budget Director
Budget Division

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

Cc: Katrina Nielsen, Budget Analyst, Budget Division
Erica Eng, Fiscal Analyst, Legislative Counsel Bureau

Subject: State Fiscal Year (SFY) 2011 Contingency Fund Request for the State Historic
Preservation Office

Contingency funding in the amount of \$107,234 is hereby requested for the State Historic Preservation Office for State Fiscal Year (SFY) 2011. Included in work program C20116 is the spreadsheet showing how the request was derived. In an effort to limit this request, the remaining administrative balance forward amounts from the Cultural Resource Program were included in the calculations as an offset. The anticipated amount to be billed to the Nevada Department of Transportation (NDOT) was also used as an offset against the Contingency Fund request.

There are a number of reasons for the projected shortfall and the need for this Contingency Fund request. Funding (\$24,041) for category 01, Personnel Expenses, was expected to be obtained from interest earned from the Cultural Resource Program. Due to the low interest rates currently being experienced in the market and the moratorium on bond sales this revenue will not be available. The SFY 11 SHPO budget included \$135,833 from the Cultural Resource Program of which only \$51,470 is available, including interest. Another problem is the anticipated level of activity for the Nevada Department of Transportation (NDOT) and consequently the degree of reimbursement has not been as great as budgeted. In FY 11 only \$3,178 has been received from NDOT and at this current pace only a total of \$12,712 will be received for the fiscal year, far below the \$35,583 budgeted.

It must also be noted that in order to assist the State of Nevada with the budget crisis, SHPO received a relatively massive General Fund reduction of 43% comparing SFY 09 with the SFY 11 legislatively approved budget. Percentage-wise this reduction is much larger than what almost any other agency experienced. The new budget plan relied on other sources of funding, particularly from the Cultural Resource Program and NDOT to sustain the critical functions SHPO provides. Due to economic conditions, which turned out to be much worse than forecasted, this plan has become unworkable and assistance from the Contingency Fund is now necessary. If assistance from the Contingency Fund is not forthcoming than at least two staff members will have to be laid off jeopardizing federal certification of a program which is already "bare bones". This General Fund reduction endured by SHPO is also a justification for the granting of this Contingency Fund request.

There are serious consequences to the loss of SHPO certification and the potential closing of the office. Due to leave pay offs and projected retirement buyouts for laid off workers, the cost for closing the office is estimated to be over \$300,000, nearly three times the amount of this Contingency Fund request. The SHPO is an integral State of Nevada function. Approval of all federally-permitted projects must be reviewed according to federal law for their effect on cultural resources; closing the state office will remove this process from local control and transfer it to Washington D.C. Currently, the SHPO reviews approximately 1500 projects per year; another 4000-4500 are permitted under programmatic agreements, which SHPO has with certain federal agencies. All 6000 projects would need to be reviewed in Washington, D.C. if the state office is closed. It should be noted that approval of key projects, such as the Ruby Pipeline, will probably now take years and local "sensitivity" to the various issues which inevitably arise will be lost. The delay and possible non-approval of projects by bureaucrats thousands of miles away will have a very adverse impact on jobs and the economy as a whole.

Timely approval of the Contingency Fund request is important for the submission of next year's Historic Preservation grant application, anticipated to be February 2011. If state funding is insufficient, then the Federal grant application cannot be made and the office will be closed since federal certification and funding will no longer be available.

A caveat must be included in this Contingency Fund request that it is assumed SHPO will be able to apply and receive a new Federal Historic Preservation grant. In order to apply for the grant Congress must first pass an apportionment and National Park Service arrives at an apportionment formula to award funding to individual states. Furthermore, SHPO cannot apply for this grant until invited to do so by the Secretary of the Interior.

Approval of this Contingency Fund request makes economic and fiscal sense and keeps preservation approval processing in the State of Nevada.

Attachment

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

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

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

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

5

**Department of Administration
Work Program Packet Checklist**

- ✓ Work program form
- ✓ Work program packet checklist
- ✓ Cumulative modification worksheet
- ✓ Cover Page detailing the reasons for the revision, benefits to the division, department and state and consequences if not approved
- ✓ Financial/Budget Status Reports (current)
- Budget projections with corresponding detail
- ✓ Fund map reflecting amounts before and after the revision
- NPD 19 (If requesting new position) **include copy of current organizational chart w/proposed change**
- Quotes for the purchase of unbudgeted items (i.e., equipment, computers, etc.)
- ✓ Spreadsheets/detailed calculations supporting request

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

- ✓ Grant history/reconciliation form for grants
- Copies of all grant awards for the current year listed on the grant reconciliation form
- Copy of grant budget - if applicable
- Summary of the grant program and purpose if not included in the grant award document

IFC determination evaluation (reason work program does or does not require IFC approval indicated with an X)

Requires IFC approval because

- | | |
|---|---|
| <input type="checkbox"/> Exceeds \$50,000 cumulative for category | <input type="checkbox"/> Exceeds \$20,000 and 10% cumulative for category |
| <input type="checkbox"/> Involves the allocation of block grant funds and this action requires a public hearing per NRS 353.345 | <input type="checkbox"/> Non-governmental grant or gift in excess of \$10,000 |
| <input type="checkbox"/> Includes new positions | ✓ Other: IFC Contingency Fund Request - December 15, 2010 IFC meeting. |

Does not require IFC approval because

- | | |
|--|---|
| <input type="checkbox"/> Less than \$20,000 cumulative for category | <input type="checkbox"/> Places funds in reserve only |
| <input type="checkbox"/> Less than \$50,000 or 10% cumulative for category | <input type="checkbox"/> Non-executive budget |
| <input type="checkbox"/> Less than \$5,000 for cats 02,03,05 & 30 or less than \$10,000 for all other cats | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Implements general/highway fund salary adjustments approved by the BOE | Approved by:
Date: |

**STATE OF NEVADA
HISTORIC PRESERVATION**

**Budget Account 4205 - DCA - STATE HISTORIC PRESERVATION OFFICE
Work Program C20116
Fiscal Year 2011**

Submitted November 16, 2010

Budget Account's Primary Purpose, Function and Statutory Authority

The State Historic Preservation Office's mandate is to encourage preservation, documentation, and use of cultural resources through state and federal programs. Office programs include preservation of buildings and archaeological sites, grant distribution and management, project reviews for federal tax credits, the national and state registers of historic places, review of federal undertakings in the state, planning and public education. The office also manages 300 historical markers to interpret sites throughout the state, which benefit both locals and out-of-state travelers. Through these activities, the State Historic Preservation Office encourages tourism, economic growth and education. Statutory Authority: NRS 383.

Purpose of Work Program

The State Historic Preservation Office (SHPO) requests a transfer of \$107,234 from the Contingency Fund due to the loss of Commission for Cultural Affairs (CCA) bond funding for historic preservation projects and low interest rates on current bonds not generating interest income to support SHPO administration. In addition, revenue generated from project review for the Nevada Department of Transportation has been insufficient to meet the expected payroll projections for three positions in the State Historic Preservation Office. Finally, a \$6,038 General Fund reversion is included to repay the amount borrowed in FY 10 to cover a federal grant draw which was not received prior to fiscal year end.

Justification

In SFY 11, the State Historic Preservation Office received a 43% reduction to their General Fund appropriation compared to the SFY 09 Legislatively approved budget. This General Fund reduction combined with the moratorium on CCA bond sales has become unmanageable while administering the National Park Service grant, which requires a 60/40 match.

Expected Benefits to be Realized

This Contingency Fund request will enable the State Historic Preservation to meet their 60/40 match requirements for the National Park Service grant, which would be in jeopardy without this match. This request will enable the State Historic Preservation Office to remain certified through the National Park Service and open to continue to process the approximately 6,000 federally-permitted projects for their affect on cultural resources. Without the Historic Preservation Office, these projects would be processed by the federal Washington DC office and local control and the capability to expedite approval of key projects would be lost.

Explanation of Projections and Documentation

Budget Status Reports, FY11 Fund Map, FY11 Cash Reconciliation, Revenue and Federal Match Reconciliation, FY10 Cash Reconciliation, Contingency Fund Request and Grant Reconciliation Spreadsheet.

Work program C20123, for non-executive budget account 2896 is being prepared to adjust the bond program to account for a moratorium on future CCA bond sales.

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

Without this addition of General Fund appropriation, the State Historic Preservation Office will be unable to meet the required match for the National Park Service (NPS) grant and the state office will have to close. The application for the upcoming 2011 NPS grant could not be made and approximately \$700,000 in federal funding lost. Additional sources of revenue, other than General Fund, may not meet federal match requirements, jeopardizing the eligibility for the NPS grant.

STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION
DCA - STATE HISTORIC PRESERVATION OFFICE
B/A 4205 SFY11

REVENUES		Original or Legislatively Approved Work Program	APPROVED				
			FIRST	SECOND	THIRD	FOURTH	FIFTH
G.L.#	Description		Work Program WP # C18168	Work Program WP # C18098	Work Program WP # C18101	Work Program WP # C18102	Work Program WP # C18103
2501	APPROPRIATION CONTROL	161,692					
3500	FEDERAL RECEIPTS	0		5,000			
3548	FED HIST PRESERVATION GRANT	542,711					
3550	FED SURVEY AND PLANNING GRANT	133,167					
3551	FED MATCHING FUNDS	0			26,966		
3578	FED BLM GRANT	0				193,000	75,000
3803	CONTRACT SERVICES CHARGE	16,506					
4654	TRANSFER FROM INTERIM FINANCE	0					
4673	TRANS FROM ENVIRON PROTECT	10,000					
4704	TRANS FROM TRANSPORTATION	110,636	22,701				
4709	TRANS FROM HISTORIC PRESERVATION	167,843	-22,701				
Total Revenues		1,142,555	0.00	5,000	26,966	193,000	75,000
EXPENDITURES							
Cat	Description						
01	PERSONNEL	842,138					
02	OUT-OF-STATE TRAVEL	4,834					
03	IN-STATE TRAVEL	10,601					
04	OPERATING EXPENSES	54,433					
14	HISTORICAL MARKER PROGRAM	38,310					
15	ARCHITECTURAL REVIEW	3,963					
16	SURVEY & PLANNING	136,346		5,000			
25	SITE STEWARDSHIP PROGRAM	10,051					
26	INFORMATION SERVICES	6,432					
35	CULTURAL RESOURCES INFORMATION	26,506			26,966	193,000	75,000
87	PURCHASING ASSESSMENT	1,013					
88	STATE COST ALLOCATION	7,928					
93	RESERVE FOR REVERSION TO GENERAL FUND	0					
Total Expenditures		1,142,555	0.00	5,000	26,966	193,000	75,000

STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION
DCA - STATE HISTORIC PRESERVATION OFFICE
B/A 4205 SFY11

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED				
			SIXTH	SEVENTH	EIGHTH	NINTH	TENTH
			Work Program	Work Program	Work Program	Work Program	Work Program
			WP # C18104	WP # C18173	WP # C18172	WP # F6024205	WP # F6404205
2501	APPROPRIATION CONTROL	161,692				-1,805	-34,316
3500	FEDERAL RECEIPTS	0					
3548	FED HIST PRESERVATION GRANT	542,711		5,890		-2,706	34,316
3550	FED SURVEY AND PLANNING GRANT	133,167					
3551	FED MATCHING FUNDS	0					
3578	FED BLM GRANT	0	139,662				
3803	CONTRACT SERVICES CHARGE	16,506					
4654	TRANSFER FROM INTERIM FINANCE	0					
4673	TRANS FROM ENVIRON PROTECT	10,000					
4704	TRANS FROM TRANSPORTATION	110,636					
4709	TRANS FROM HISTORIC PRESERVATION	167,843			-9,309		
Total Revenues		1,142,555	139,662	5,890	-9,309	-4,511	0.00
EXPENDITURES							
Cat	Description						
01	PERSONNEL	842,138					
02	OUT-OF-STATE TRAVEL	4,834				-700	
03	IN-STATE TRAVEL	10,601				-2,904	
04	OPERATING EXPENSES	54,433				-907	
14	HISTORICAL MARKER PROGRAM	38,310		5,890	-9,309		
15	ARCHITECTURAL REVIEW	3,963					
16	SURVEY & PLANNING	136,346	139,662				
25	SITE STEWARDSHIP PROGRAM	10,051					
26	INFORMATION SERVICES	6,432					
35	CULTURAL RESOURCES INFORMATION	26,506					
87	PURCHASING ASSESSMENT	1,013					
88	STATE COST ALLOCATION	7,928					
93	RESERVE FOR REVERSION TO GENERAL FUND	0					
Total Expenditures		1,142,555	139,662	5,890	-9,309	-4,511	0.00

STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION
DCA - STATE HISTORIC PRESERVATION OFFICE
B/A 4205 SFY11

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	APPROVED	PENDING	-----CUMULATIVE-----		Total Amount
			ELEVENTH	TWELFTH	Dollar Change	Percent Change	
			Work Program	Work Program			
			WP # 111S4205	WP # C20116			
2501	APPROPRIATION CONTROL	161,692			-36,121	-22.3%	125,571
3500	FEDERAL RECEIPTS	0			5,000	100.0%	5,000
3548	FED HIST PRESERVATION GRANT	542,711			37,500	6.9%	580,211
3550	FED SURVEY AND PLANNING GRANT	133,167			0	0.0%	133,167
3551	FED MATCHING FUNDS	0			26,966	100.0%	26,966
3578	FED BLM GRANT	0			407,662	100.0%	407,662
3803	CONTRACT SERVICES CHARGE	16,506			0	0.0%	16,506
4654	TRANSFER FROM INTERIM FINANCE	0		107,234	107,234	100.0%	107,234
4673	TRANS FROM ENVIRON PROTECT	10,000			0	0.0%	10,000
4704	TRANS FROM TRANSPORTATION	110,636		-22,871	-170	-0.2%	110,466
4709	TRANS FROM HISTORIC PRESERVATION	167,843		-84,363	-116,373	-69.3%	51,470
Total Revenues		1,142,555	0.00	0.00	431,698	37.8%	1,574,253
EXPENDITURES							
Cat	Description						
01	PERSONNEL	842,138	-5,135		-5,135	-0.6%	837,003
02	OUT-OF-STATE TRAVEL	4,834			-700	-14.5%	4,134
03	IN-STATE TRAVEL	10,601			-2,904	-27.4%	7,697
04	OPERATING EXPENSES	54,433	-1,029	-6,038	-7,974	-14.6%	46,459
14	HISTORICAL MARKER PROGRAM	38,310			-3,419	-8.9%	34,891
15	ARCHITECTURAL REVIEW	3,963			0	0.0%	3,963
16	SURVEY & PLANNING	136,346			144,662	106.1%	281,008
25	SITE STEWARDSHIP PROGRAM	10,051			0	0.0%	10,051
26	INFORMATION SERVICES	6,432	-30		-30	-0.5%	6,402
35	CULTURAL RESOURCES INFORMATION	26,506			294,966	1112.8%	321,472
87	PURCHASING ASSESSMENT	1,013			0	0.0%	1,013
88	STATE COST ALLOCATION	7,928			0	0.0%	7,928
93	RESERVE FOR REVERSION TO GENERAL FUND	0	6,194	6,038	12,232	100.0%	12,232
Total Expenditures		1,142,555	0.00	0.00	431,698	37.8%	1,574,253

Summary Budget Status Report

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REPORT DATE AS OF: 11/12/2010

PROC ID: BSR_GEN_BBLS_REPORT

STATE OF NEVADA
Office of the State Controller

Summary Budget Status Report

Fiscal Year: 2011

Fund: 101 GENERAL FUND

Agency: 334 HISTORIC PRESERVATION

Budget Account: 4205 HISTORIC PRES & ARCHIVES

Organization: 0000 HISTORIC PRESERVATION

	YTD Actual	Work Program	Difference
Total Receipts/Funding	338,805.28	1,574,253.00	-1,235,447.72
Total Expenditures	340,713.47		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	340,713.47	1,574,253.00	1,233,539.53
Realized Funding Available	-1,908.19		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

REPORT DATE AS OF: 11/12/2010

PROC ID: BSR_REC_FUND_SUM

**STATE OF NEVADA
Office of the State Controller**

Budget Status Report - Receipts/Funding

Fiscal Year: 2011

Fund: 101 GENERAL FUND

Agency: 334 HISTORIC PRESERVATION

Budget Account: 4205 HISTORIC PRES & ARCHIVES

Organization: 0000 HISTORIC PRESERVATION

	YTD Actual	Work Program	Difference
Total Receipts/Funding	338,805.28	1,574,253.00	-1,235,447.72

Code	Description	YTD Actual	Work Program	Difference
42	APPROPRIATIONS	125,571.00	125,571.00	.00
3500	BUREAU OF RECLAMATION RECEIPTS	.00	5,000.00	-5,000.00
3548	FED HIST PRESERVATION GRANT	131,444.77	580,211.00	-448,766.23
3550	FED SURVEY AND PLANNING GRANT	11,108.89	133,167.00	-122,058.11
3551	FED MATCHING FUNDS	.00	26,966.00	-26,966.00
3578	FEDERAL BLM GRANT	33,992.31	407,662.00	-373,669.69
3803	CONTRACT SERVICES CHARGE	26,000.00	16,506.00	9,494.00
4673	TRANS FROM ENVIRON PROTECT	.00	10,000.00	-10,000.00
4704	TRANS FROM TRANSPORTATION	3,178.09	133,337.00	-130,158.91
4709	TRANS FM HISTORIC PRESERVATION	7,510.22	135,833.00	-128,322.78

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Budget Status Report - Obligations

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REPORT DATE AS OF: 11/12/2010

PROC ID: BSR_GEN_BCLS_REPORT

STATE OF NEVADA
Office of the State Controller

Budget Status Report - Obligations

Fiscal Year: 2011

Fund: 101 GENERAL FUND

Agency: 334 HISTORIC PRESERVATION

Budget Account: 4205 HISTORIC PRES & ARCHIVES Organization: 0000 HISTORIC PRESERVATION

	YTD Actual	Work Program	Difference
Total Expenditures	340,713.47		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	340,713.47	1,574,253.00	1,233,539.53

Category	Description	Expended	Encumbered	Pre-encumbered	Obligated	Work Program	Difference
01	PERSONNEL SERVICES	257,251.56	.00	.00	257,251.56	837,003.00	579,751.44
02	OUT OF STATE TRAVEL	.00	.00	.00	.00	4,134.00	4,134.00
03	IN STATE TRAVEL	1,282.76	.00	.00	1,282.76	7,697.00	6,414.24
04	OPERATING	10,220.52	.00	.00	10,220.52	52,497.00	42,276.48
14	HISTORICAL MARKER PROGRAM	1,160.42	.00	.00	1,160.42	34,891.00	33,730.58
15	ARCHITECTURAL REVIEW	64.22	.00	.00	64.22	3,963.00	3,898.78
16	SURVEY & PLANNING	21,906.91	.00	.00	21,906.91	281,008.00	259,101.09
25	SITE STEWARDSHIP PROGRAM	1,289.26	.00	.00	1,289.26	10,051.00	8,761.74
26	INFORMATION TECHNOLOGY	724.41	.00	.00	724.41	6,402.00	5,677.59
35	CULTURAL RESOURCES INFORMATION	43,913.18	.00	.00	43,913.18	321,472.00	277,558.82
87	PURCHASING ASSESSMENT	918.23	.00	.00	918.23	1,013.00	94.77
88	ST COST PLAN RECOVERY	1,982.00	.00	.00	1,982.00	7,928.00	5,946.00
93	RESERVE FOR REVERSION	.00	.00	.00	.00	6,194.00	6,194.00

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GL # DESCRIPTION	GENERAL FUND	BCR	FED ADMIN	FED SUBGRANT	PRESERV E AMERICA	BLM- NVCRS	BLM-105 REVIEW	SAPLMA	K SVCS	DEP	MOOT HISTORIC MARKER	MOOT ARCH REVIEW	CCA REIMBURSE	TOTAL
2001 APPROPRIATION	164,955.00													164,955.00
2511 BALANCE FWD														0.00
2520 BALANCE FWD NPS GRANT														0.00
3500 BUREAU OF RECLAMATION	5,300.00													5,000.00
3548 NPS - ALUMNI			533,828.10											533,828.10
3550 NPS - SUBGRANTS			158,383.51											158,383.51
3551 NPS - PULSERVE AMERICA			15,760.24											15,760.24
3578 FED BLM GRANT					41,424.89	7,598.29	58,690.87							107,773.85
3803 CONTROL SERVICES CHARGE								27,500.00						27,500.00
4601 G5 SAL ADJ														0.00
4643 TRANS FROM TOURISM										9,960.17				9,960.17
4873 MOSEP GRANT											44,965.89			44,965.89
4704 TRANS FR FROM DOT											14,480.19			14,480.19
4708 TRANS FR FROM 7086 CCA												136,315.84		136,315.84
TOTAL REVENUE	164,955.00	5,300.00	533,828.10	158,383.51	15,760.24	41,424.89	7,598.29	58,690.87	27,500.00	9,960.17	44,965.89	14,480.19	136,315.84	1,218,878.89
EXPENDITURES														
CAT 01 PERSONNEL SVCS	134,554.82		474,999.72								9,233.40	14,389.25	133,384.88	786,541.87
CAT 02 OS TRAVEL	1,558.12		2,337.17											3,895.29
CAT 03 US TRAVEL	2,848.63		3,974.44											6,823.07
CAT 04 OPERATING	18,730.15		30,522.48		665.84	508.39							2,931.18	53,364.02
CAT 14 HISTORIC MARKER PROGRAM											35,782.99			35,782.99
CAT 15 ARCHITECTURAL REVIEW			181.41									120.94		302.35
CAT 16 REVIEW AND PLANNING		5,000.00	3,798.14	158,383.51		7,598.29								175,778.94
CAT 25 SITE STewardship PROGRAM			10,020.58											10,020.58
CAT 26 INFORMATION TECHNOLOGY	1,077.23		5,532.37											6,609.60
CAT 35 CULTURAL RESOURCES INFO					15,084.40	40,816.50								55,900.90
CAT 87 PURCHASING ASSESSMENT	381.20		571.80											953.00
CAT 88 STATE COST PLAN RECOVER			7,928.00											7,928.00
TOTAL EXPENDITURES	158,951.14	5,300.00	519,865.10	158,383.51	15,760.24	41,424.89	7,598.29	58,690.87	26,239.46	9,960.17	44,965.89	14,480.19	136,315.84	1,218,878.89
EXCESS OVER/UNDER ERP	6,003.86	0.00	(6,038.00)	0.00	0.00	0.00	0.00	0.00	1,260.54	0.00	(9.40)	0.00	0.00	1,228.00
												CCA		1,228.00

CASH RECONCILIATION OF 085 SEV 2018

RECONCILES TO BSR DATED: 03/17/10 * encumbrances thru end of SFY10

State Historic Preservation Office
 Contingency Fund Request
 FY11 Revenue and Federal Match Reconciliation
 Work Program C20116

Revenue	General Fund #2501	Bureau of Reclamation Receipts #3500	Federal Admin (NPS) #3548	FED Survey And Planning Grant #3550	Federal Matching Funds	Federal BLM Grant	Contract Services Charge #3803	TRANS From Environmental Protection #4673	NDOT #4704	CCA Reimbursement #4709	Total
FY11 Planned Revenue	\$ 125,571	\$ 5,000	\$ 580,211	\$ 133,167	\$ 26,966	\$ 407,662	\$ 16,506	\$ 10,000	\$ 133,337	\$ 135,833	\$ 1,574,253
FY11 Revenue Actual	\$ 125,571	\$ -	\$ 131,445	\$ 11,109	\$ -	\$ 33,992	\$ 26,000	\$ -	\$ 3,178	\$ 7,510	\$ 338,805
Projected Additional Actual Revenue	\$ -	\$ 5,000	\$ 448,766	\$ 122,058	\$ 26,966	\$ 373,670	\$ -	\$ 10,000	\$ 47,496	\$ 43,960	\$ 540,222
Shortfall/Surplus: Contingency Fund Request	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (22,871)	\$ (84,363)	\$ (107,234)

NOTES:

RGL 3803 will probably see additional revenue but this revenue is used exclusively for specific jobs and Category 35, Cultural Resources Information.
 RGL 4704 funds PCN #21 (\$59,793) which is currently unfilled and is likely to remain so due to inadequate work and the Historical Marker program (\$35,583).
 RGL 4704 is due to anticipated shortfall in funding of two PCNs (4 and 12). There is inadequate NDOT jobs so reimbursement cannot be claimed.
 RGL 4709 anticipated revenues of \$49,837 (BA 2896 Balance Forward Amount. The rest of Balance Forward Amount is earmarked for projects) and \$1,633 in Treasury interest.

Federal Match Requirement Calculation (Except for RGL #3548, federal funds locally matched)

Federal Admin #3548	\$ 580,211
Match Requirement	\$ 386,807
Match Sources:	
BA 4205 GF	\$ 125,571
BA 5030 GF	\$ 144,218
BA 4205 #4709	\$ 51,470
Contingency Fund Request	\$ 107,234
Match (Shortfall) or Surplus	\$ 41,685

Name	Pos.	Unit	Funding Source	FY 2010 Work Program	FY 2010 Longevity Authority	Actual											
						PPH 01 07/09/10	PPH 02 07/23/10	PPH 03 08/06/10	PPH 04 08/20/10	PPH 05 09/03/10	PPH 06 09/17/10	PPH 07 10/01/10	PPH 08 10/15/10	Actual PPH 09 10/29/10			
James	3	FTE	80NFED/40NGCA	110,737.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Frogequist	4	FTE	80NFED/40NDOT	56,753.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Ossa	5	FTE	80NFED/10NGF	81,583.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Osbome/Vacant	7	FTE	80NFED/40NGCA	86,269.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Daly	7	FTE	80NFED/40NGCA	86,269.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Palmer	9	FTE	80NFED/10NGF	81,583.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Assom	10	FTE	80NFED/10NGF	81,583.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Kocher	11	FTE	80NFED/40NGF	58,935.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Jones	12	FTE	80NGCA/10NDOT	62,058.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Underwood	16	FTE	100% FED	64,416.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
deDufour	20	FTE	80NFED/40NGF	72,365.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Vacant	21	FTE	100% Transportation	59,793.00	0.00	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	1,481.75	
Total Position Costs:						902,344.00	0.00	11,345.24	11,345.24	11,345.24	11,345.24	11,345.24	11,345.24	11,345.24	11,345.24	11,345.24	
Payroll Assessment						1,287.00											
Personnel Assessment						4,133.00											
Retired Employees Grp Ins						5,888.00											
Reduction to Payroll Expenses						0.00											
Unexplained Payroll Errors						0.00											
Payroll Adjustment						902,344.00											
Work Prg Authority Salaries						21,377.00											
SAGE Add-Back						0.00											
Longevity Authority						0.00											
BD and Comm Salaries						0.00											
Holiday Pay						0.00											
Overtime						0.00											
FICA						0.00											
Vacancy Savings						0.00											
BOE Terminal Leave Granted						0.00											
BOE Salary Need Granted						0.00											
Total CAT 01 Authority						923,721.00											
Pay Period Grand Totals:						6,127.56	16,806.74	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39	24,854.39
Year to Date Balance:						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Budget Status Report Balance:						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Difference						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

* - PCN 44 is budgeted for 60% Federal and 40% CCA - duties have been temporarily reassigned to include NDOT work - this position is currently internally funded at 80% federal and 20% NDOT funds - No CCA work has been assigned to this position.

Name	Pos.	Projected 11/12/10 Insurance	Projected 11/26/10 PPH 11	Projected 12/10/10 PPH 12	Projected 12/24/10 PPH 13	Projected 01/07/11 PPH 14	Projected 01/21/11 PPH 15	Projected 02/04/11 PPH 16	Projected 02/18/11 PPH 17	Projected 03/04/11 PPH 18	Projected 03/18/11 PPH 19	Projected 04/01/11 PPH 20	Projected 04/15/11 PPH 21
James	3	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00	4,315.00
Fogelquist	4	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92	2,617.92
Ossa	5	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46	3,371.46
Osborne/Vacant	7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Daly	7	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43	3,237.43
Palmer	9	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93	3,853.93
Assom	10	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91	2,575.91
Kochen	11	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47	1,864.47
Jones	12	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27	2,798.27
Underwood	16	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61	2,844.61
deDour	20	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77	3,140.77
Vacant	21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Position Costs:													
Payroll Assessment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personnel Assessment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retired Employees Grp Ins		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Reduction to Payroll Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unexplained Payroll Errors		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payroll Adjustment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prtg Authority Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SAGE Add-Back		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BD and Comm Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Holiday Pay		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Overtime		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FICA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacancy Savings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Salary Need Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAT 01 Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pay Period Grand Totals:		0.00	0.00	0.00	0.00	1,355.00	0.00	0.00	0.00	0.00	0.00	0.00	1,355.00
Year to Date Balance:		0.00	0.00	0.00	0.00	1,355.00	0.00	0.00	0.00	0.00	0.00	0.00	1,355.00
Budget Status Report Balance		2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61	2,738.61
Difference		31,738.61	58,432.47	0.00	118,524.84	151,420.89	178,872.75	212,034.71	238,991.80	271,648.49	298,757.97	332,186.29	359,974.49

* - FCN #4 is budgeted for 60% Federal

Name	Pos	Includes Both Actuals & Estimates to End of Year!											
		Projected PPH 22 04/29/11	Projected PPH 23 05/13/11	Projected PPH 24 05/27/11	Projected PPH 25 06/10/11	Projected PPH 26 06/24/11	Projected PPH 01 07/08/11	Projected PPH 02 07/22/11	1st Quarter Totals	2nd Quarter Totals	3rd Quarter Totals	4th Quarter Totals	TOTAL
James	3	3,634.18	3,111.90	3,634.18	3,213.69	3,213.69	3,213.69	20,037.07	27,808.42	23,847.48	34,203.48	105,896.45	
Fogelquist	4	2,083.42	2,017.92	2,083.42	2,017.92	2,017.92	2,017.92	11,689.19	16,212.13	14,095.02	20,378.03	62,374.37	
Ossa	5	2,538.23	3,371.85	2,938.22	3,371.85	3,371.85	3,371.85	15,469.45	21,947.26	18,989.04	27,080.54	83,486.29	
Osborne/Vacant	7	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Daly	7	3,217.43	3,217.43	3,217.43	3,217.43	3,217.43	3,217.43	21,213.40	24,410.42	21,465.18	30,867.49	82,411.43	
Palmer	9	3,186.26	3,865.93	3,186.26	3,865.93	3,865.93	3,865.93	16,605.40	34,077.51	21,156.57	30,434.80	92,274.28	
Assom	10	2,175.04	2,375.94	2,038.05	2,375.94	2,375.94	2,375.94	611.60	15,698.20	13,843.77	20,026.03	59,179.60	
Kochen	11	1,643.47	1,643.47	1,643.47	1,643.47	1,643.47	1,643.47	10,879.40	15,085.28	13,220.82	19,322.75	58,508.25	
Jones	12	2,073.99	2,073.99	2,073.99	2,073.99	2,073.99	2,073.99	12,004.71	16,785.43	14,616.18	21,332.03	64,738.35	
Underwood	16	3,194.41	2,164.41	2,164.41	2,164.41	2,164.41	2,164.41	12,548.90	17,191.46	15,027.06	21,854.12	66,621.54	
deDufour	20	2,437.87	3,148.27	2,437.87	3,148.27	3,148.27	3,148.27	13,890.43	18,976.07	16,505.82	24,061.67	73,433.99	
Vacant	21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Position Costs:													
Payroll Assessment		0.00	0.00	0.00	0.00	0.00	0.00	140,627.89	198,192.18	172,766.94	249,560.94	761,147.95	
Personnel Assessment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.00	321.75	321.75	917.50	
Retired Employees Grp Ins		0.00	0.00	0.00	0.00	0.00	0.00	0.00	879.50	1,033.25	1,033.25	2,946.00	
Reduction to Payroll Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Unexplained Payroll Errors		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Payroll Adjustment		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Work Prg Authority Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SAGE Add-Back		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BD and Comm Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Holiday Pay		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Overtime		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FICA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Vacancy Savings		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
BOE Salary Need Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total CAT 01 Authority		385,946.37	418,782.59	454,108.67	483,405.89	507,299.30	517,501.94	140,627.89	199,345.68	174,121.94	250,915.94	765,011.45	
Year to Date Balance:		61,169.52	647,805.51	682,331.62	711,628.84	735,522.25	745,724.89						
Budget Status Report Balance:		228,222.95	228,222.95	228,222.95	228,222.95	228,222.95	228,222.95						
Difference		385,946.37	418,782.59	454,108.67	483,405.89	507,299.30	517,501.94						
Estimated Surplus/Shortfall:													
PROJECTED CAT 01 TOTAL													
LESS NPS PROJECTIONS (G/L 3548)													
LESS NDOT PROJECTIONS (G/L 4704)													
LESS CCA PROJECTIONS (G/L 4709)													
TOTAL GENERAL FUND NEED													
LESS GENERAL FUND AUTHORITY (G/L 2501)													
REMAINING GENERAL FUND NEED													
AVAILABLE GENERAL SALARY ADJUSTMENT (G/L 4601)													
DIFFERENCE													
494,259.91													
34,660.50													
138,840.11													
97,250.93													
104,118.00													
(6,867.07)													
6,567.07													

* - FCN #4 is budgeted for 60% Federal

Name	Pos.	Difference By Position
James	3	4,840.55
Foggequist	4	(5,621.37)
Ossa	5	(1,903.29)
Osborne/Vacant	7	65,055.60
Daly	7	3,847.57
Palmer	9	(10,691.25)
Axson	10	31,403.40
Kocher	11	426.75
Jones	12	(2,680.35)
Underwood	16	(2,305.54)
deDufour	20	(1,068.99)
Vacant	21	59,793.00
Total Position Costs:		141,196.05
Payroll Assessment		367.00
Personnel Assessment		550.50
Retired Employees Grp Ins		1,178.40
Reduction to Payroll Expenses		1,545.40
Unexplained Payroll Errors		2,318.10
Payroll Adjustment		97,250.93
Work Prg Authority Salaries		962,344.00
SAGE Add-Back		21,377.00
Longevity Authority		0.00
BD and Comm Salaries		0.00
Holiday Pay		0.00
Overtime		0.00
FICA		0.00
Vacancy Savings		0.00
BOE Terminal Leave Granted		0.00
BOE Salary Need Granted		0.00
Total CAT 01 Authority		923,721.00
Pay Period Grand Totals:		
Year to Date Balance:		\$158,709.55
Budget Status Report Balance:		765,011.45
Difference		765,011.45

GF	Federal	NDOT	CCA	W/P (2011)	
15,862.40	63,537.87	24,949.75	42,358.59	42,358.58	GF replace CCA 40%
17,532.11	37,424.62			13,160.25	GF replace NDOT 23%
9,534.12	67,623.90				
23,403.30	12,728.04		8,485.36	8,485.36	GF replace CCA 40% Total Combined
29,373.60	49,452.86		32,968.57	32,968.57	
	74,742.17				
	40,645.47				
	35,104.95				
	66,621.54	9,710.75	55,027.60	10,261.24	GF replace NDOT 15%
	44,060.39	0.00			GF replace CCA less 1%

\$ 95,705.53 \$ 491,941.81 \$ 34,660.50 \$ 138,840.11 \$ 107,234.80 \$ 868,381.95

\$ 367.00 \$ 550.50
 \$ 1,178.40 \$ 1,767.60
 \$ 1,545.40 \$ 2,318.10
 \$ 97,250.93 \$ 494,259.91

Work Program Authority

962,344.00
 21,377.00
 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 0.00
 923,721.00

\$158,709.55
 765,011.45

* - PCN #4 is budgeted for 60% Federal

NATIONAL PARK SERVICE 32-09-21834 AWARD

Grant Period: October 1, 2008 - September 30, 2010

Document #	Amount Drawn	Remaining Balance	3.0 DATE
		\$481,325.00	
DRAW #1	\$75,164.00	\$506,161.00 ADMIN SFY 09	4/24/2009
DRAW #2	\$33,399.56	\$572,781.44 ADMIN SFY 09	5/15/2009
DRAW #3	\$34,625.03	\$538,136.41 ADMIN SFY 09	6/12/2009
DRAW #4	\$20,366.36	\$517,770.05 ADMIN SFY 09	6/30/2009
DRAW #5	\$19,653.83	\$498,116.22 ADMIN SFY 09	7/17/2009
DRAW #6	\$3,059.24	\$495,056.98 ADMIN SFY 09	7/24/2009
DRAW #7	\$75,836.64	\$419,220.34 ADMIN SFY 10	9/11/2009
DRAW #8	\$52,242.16	\$366,978.18 ADMIN SFY 10	10/16/2009
DRAW #9	\$38,724.75	\$328,253.43 ADMIN SFY 10	11/13/2009
DRAW #10	\$30,317.20	\$297,936.23 ADMIN SFY 10	12/11/2009
DRAW #11	\$15,316.03	\$282,620.20 ADMIN SFY 10	12/31/2009
DRAW #12	\$19,868.82	\$262,751.38 ADMIN SFY 10	1/8/2010
DRAW #13	\$26,569.90	\$202,037.32 ADMIN SFY 10	1/22/2010
DRAW #14	\$34,144.16	\$236,181.48 ADMIN SFY 10	2/17/2010 AND pp 17
DRAW #15	\$20,562.33	\$181,474.99 ADMIN SFY 10	2/26/2010 & PP 18, pen
DRAW #16	\$2,524.00	\$178,950.99 GRANT - NV ST MUSEUM	2/26/2010
DRAW #17	\$16,110.76	\$162,840.23 ADMIN SFY 10	3/12/2010 & PP 19
DRAW #18	\$15,164.23	\$147,676.00 ADMIN SFY 10	3/26/2010 & PP 20
DRAW #19	\$14,559.05	\$133,116.95 GRANT - SPARKS, NV ST MUSEUM	7/23/2010 w/enc.
DRAW #20	\$25,000.00	\$108,116.95 GRANT - CARSON CITY	7/30/2010 w/enc.
DRAW #20a	\$3,458.89	\$104,658.06 GRANT - CITY OF SPARKS	10/22/2010
DRAW #20b	\$5,000.00	\$99,658.06 GRANT - CITY OF HENDERSON	10/22/2010
DRAW #21		\$99,658.06	
DRAW #22		\$99,658.06	
DRAW #23		\$99,658.06	
Total Drawn		\$581,666.94	

NATIONAL PARK SERVICE 32-10-21935 AWARD

Grant Period: October 1, 2009 - September 30, 2011

	Document #	Amount Drawn	Remaining Balance	3.0 DATE
DRAW #1	NPS03312010	\$5,977.43	\$739,966.00	
DRAW #2	NPS04052010	\$5,399.14	\$733,988.57	ADMIN SFY 10 3/26/2010 & PP 20
DRAW #3	NPS04132010	\$21,234.94	\$728,589.43	ADMIN SFY 10 3/31/2010
DRAW #4	NPS04232010	\$16,725.69	\$707,354.49	ADMIN SFY 10 4/9/2010 & PP 21 w/enc.
DRAW #5	NPS04302010	\$8,890.22	\$690,628.80	ADMIN SFY 10 4/16/2010 & PP 22 w/enc.
DRAW #6	NPS05132010	\$25,455.68	\$681,738.58	ADMIN SFY 10 4/23/2010 w/enc.
DRAW #7	NPS05282010	\$34,390.04	\$656,282.90	ADMIN SFY 10 5/7/2010 & pp23
DRAW #8	NPS06102010	\$23,314.89	\$621,892.86	ADMIN SFY 10 5/28/2010 PP24
DRAW #9	NPS06282010	\$18,352.69	\$598,577.97	ADMIN SFY 10 6/4/2010 PP25 w/enc
DRAW #10	NPS07082010	\$23,238.91	\$580,225.28	ADMIN SFY 10 6/25/2010
DRAW #11	NPS07302010	\$929.17	\$556,057.20	ADMIN SFY 10 7/2/2010 & PP01
DRAW #12	NPS09102010	\$89,821.19	\$466,236.01	ADMIN SFY 11 7/23/2010 w/enc.
DRAW #13	NPS09202010	\$2,650.00	\$463,586.01	Comstock Cemetery Subgrant 32-10-21935(4)
DRAW #14	NPS10152010	\$25,955.22	\$437,630.79	ADMIN SFY 11 10/8/2010
DRAW #15	NPS10262010	\$15,668.36	\$421,962.43	ADMIN SFY 11 10/22/2010
DRAW #16	NPS11102010	\$17,830.07	\$404,132.36	ADMIN SFY 11 11/5/2010
DRAW #17			\$404,132.36	
DRAW #18			\$404,132.36	
DRAW #19			\$404,132.36	
DRAW #20			\$404,132.36	
DRAW #21			\$404,132.36	
DRAW #22			\$404,132.36	
DRAW #23			\$404,132.36	
Total Drawn		\$335,833.64		



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: November 19, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Lee-Ann Easton, Assistant to the 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 Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

**DEPARTMENT OF ADMINISTRATION – BUDGET & PLANNING DIVISION –
STALE CLAIMS ACCOUNT**

Nature of the Request

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

Pursuant to NRS 353.268, the Department of Administration, Budget & Planning Division requests an allocation of \$650,000 from the IFC Contingency Fund to replenish the Stale Claims account through April 15, 2011.

Recommendation

The Department recommends approving the request.

REVIEWED: _____
ACTION ITEM: 20

State Claims Budget Account 4888

	<u>FY2006</u>	<u>FY2007</u>	<u>FY2008</u>	<u>FY2009</u>	<u>FY2010</u>	<u>Estimated 4/15/2011 FY11</u>
July	0.00	0.00	0.00	0.00	1,441,416.03	
August	0.00	0.00	0.00	0.00	607,714.76	
September	16,186.55	3,731.69	1,227.77	42,026.40	25,749.51	8,136.61
October	67,013.79	84,821.25	42,026.40	75,637.11	1,795.56	74,372.86
November	33,347.41	165,687.38	345,346.13	230,833.72	245,383.14	204,119.56
December	1,009,292.70	107,058.75	121,697.04	104,370.71	244,015.35	317,286.91
January	100,187.00	40,400.18	36,423.47	10,877.76	24,954.10	42,568.50
February	42,267.04	7,751.96	121,603.94	267,815.65	2,098.00	88,307.32
March	894,463.77	5,617.19	167,702.56	217,250.30	339639.22	324,934.61
April	39,853.64	169,143.21	278,998.63	200,208.42	47,225.41	73,542.93
May	111,833.19	125,481.35	9,848.67	546,767.02	228,790.91	
June	(288,604.90)	842,711.28	1,411,481.68	-224.20	734,167.66	
Total	2,025,840.19	1,552,404.24	2,536,356.29	1,666,921.00	3,942,949.65	1,133,269.30

Realized funding available 11/19/10 **4/15/10**
 Corrections State Claims Pending 1,398,680.02
 Estimated expenditures 1,040,105.00
 November Expenditures Included in YTD Actuals 1,050,759.83
 Additional funding required -75,860.51
(616,324.30)

Requested Interim Finance Committee Allocation
650,000.00



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: December 4, 2010
To: Andrew Clinger, Director
Department of Administration
From: Julie Strandberg, Budget Analyst *JS*
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

**DEPARTMENT OF PUBLIC SAFETY- DIGNITARY PROTECTION
REQUEST FOR ALLOCATION FROM THE CONTINGENCY FUND**

Statutory Authority

Pursuant to NRS 353.268, the Dignitary Protection Division is requesting an allocation from the Interim Finance Contingency Fund to fund three additional DPS Officer 2 positions and necessary operating costs through the end of the fiscal year.

Nature of the Request

The division is requesting a \$325,271 allocation from the Contingency Fund to request three additional DPS Officer 2 positions as well as the necessary operating costs to fulfill the mission of protecting the Governor and First Family through fiscal year 2011. (WP C20172)

Recommendation

Recommend approval.

REVIEWED: _____
ACTION ITEM: <u>2D</u>

Jim Gibbons
Governor



Jearld L. Hafen
Director

Director's Office

555 Wright Way
Carson City, Nevada 89711-0525
Telephone (775) 684-4556 • Fax (775) 684-4809

Date: December 3, 2010

To: Interim Finance Committee

From: Chris Perry, Deputy Director

A handwritten signature in black ink, appearing to be "Chris Perry", is written over the "From:" line.

RE: Request for Contingency Funds-Work Program C20172

The Department of Public Safety is formally requesting \$325,721 in contingency funds to support an increase of three DPS Officers II in the Dignitary Protection Division. The current level of staffing adequately protects the Governor, however current staffing levels are not adequate enough to protect the Governor Elect's family. The staffing levels requested will be the same staffing levels that were provided for Governor Bob Miller and his family of five.

The Department of Public Safety has requested the three additional Officers in the Dignitary Protection Division's agency request, under "Items for Special Consideration", for the upcoming biennium, 2012-2013. This contingency request will cover the needs of the Governor Elect and the First Family during the interim to begin January 1, 2011 through June 30, 2011.



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: October 22, 2010
To: Kristen Kolbe, Budget Analyst V
Department of Administration
From: Kristen Kolbe, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. 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 meeting since work program C19952 requires Interim Finance approval.

DEPARTMENT OF BUSINESS & INDUSTRY – DIVISION OF INDUSTRIAL RELATIONS,
SAFETY CONSULTING & TRAINING

Description of item

Nature of the Request

The department seeks approval to purchase a replacement vehicle to be used to provide transportation for consultants conducting employer visits to remote locations and construction sites pursuant to NRS 334.010. The vehicle will be purchased with 100% Worker's Compensation and Safety Funds.

Recommendation

The department recommends approving the request. The State Motor Pool Administrator has approved the request.

REVIEWED: _____
ACTION ITEM: <u>3</u>

RECEIVED
OCT 22 2010

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

RECEIVED
OCT 13 2010
DEPARTMENT OF BUSINESS AND INDUSTRY
DIRECTOR'S OFFICE - CC

Agency Name: Safety Consultation & Training
Budget Account #: 4685
Requester Name: Joseph Nugent
Telephone Number: 702-486-9147

Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:

Number of vehicles requested: 1 Amount of the request: \$23,286.25

Is the requested vehicle(s) new or used: New

Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:
SUV

Mission of the requested vehicle(s):

Provide transportation for SCATS consultants conducting employer visits to remote locations and construction sites.

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E710

If no, please explain how the vehicles will be funded?

Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):

Addition(s) 1 Replacement(s)

Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.

Yes

Please Complete for Replacement Vehicles Only:
(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year: 1993 Dodge Shadow
Odometer Reading: 78,481
Type of Vehicle: Compact Sedan

Vehicle #2 Model Year:
Odometer Reading:
Type of Vehicle:

Please attach an additional sheet if necessary

Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.

Yes

If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.

Upgrade to SUV to visit construction sites and remote locations during inclement weather.

APPOINTING AUTHORITY APPROVAL

Don Dume
Agency Appointing Authority

John Wall 10/20/10
DIR ADMINISTRATOR
Date 10/11/10

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners

Date

Vehicle Order Information Form

Does this vehicle meet "Smart Way or Smart Way Elite" requirements? If not, agency must fill out Vehicle Order Justification Sheet.

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	5.3, SUV, 1/2 Ton, 4Dr, 4WD, 5-6 passenger 2011 Ford Explorer		
Dealer Name:	Jones-West Ford		
Delivery Location:	Reno, NV		
Vehicle Colors:	Exterior: TS Dark Copper	Interior: Black	Cloth Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 22,539	\$22,539
SPECIFY OPTIONS: (description)			\$719.00
Skid Plate	1	\$ 298.00	
Running Boards, Black	1	\$ 421.00	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$
Total purchase price with options			\$23,258.00
DMV Title and DRS Fee's	1	\$28.25	\$28.25
GRAND TOTAL:			\$23,286.25

gjh
3

Registered Owner:	Agency Name & Address: DBI/DIR/SCATS 4600 Kietzke Lane, Suite E-144 Reno, NV 89502
Legal Owner:	Agency Name & Address: DBI/DIR/SCATS 4600 Kietzke Lane, Suite E-144 Reno, NV 89502
County Vehicle Based In:	Washoe
Name & Phone of Person to contact when vehicle is ready for delivery:	Pam Dietz – 702-486-9158

STATE OF NEVADA ON-LINE PURCHASE APPROVAL

Agency/Organization DIVISION OF INDUSTRIAL RELATIONS

Name of Contact Person HURLEE THORENSEN

Phone 775-684-7077 Ext _____ Fax 775-687-1416

ATTN: PAM DIETZ

Ship To Address 1 3 0 1 N G R E E N V A L L E Y P A R K W A Y 2 0 0

City/State/Zip H E N D E R S O N N V 8 9 0 7 4

Suggested Vendor JONES-WEST FORD

Vendor Address P. O. BOX 12970, RENO, NV 89510

Phone 7 7 5 8 2 9 2 9 7 0 Ext _____ Fax 7 7 5 8 2 9 3 3 6 4

Enter complete reference purchase requisition number:

R# 742

FISCAL YEAR 11

DATE 09/29/10

Line	(Fund)		(Dept/Ag)				(Div-Sec/Unit)		(B/A & Cat)		(G/L)		(Prog/Proj)		Rept Cat	Amount
	Fund	Agency	Org	Sub	App	Unit	Activity	Function	Obj	Sub	Job No.					
0 1	2 1	0 7	4 2	0 0	0 0			4 6	8 5			8 2	7 1		2 3	5 3 9 . 0 0
0 2	2 1	0 7	4 2	0 0	0 0			4 6	8 5			8 2	7 1			2 8 . 2 5
0 3																
0 4																
0 5																
0 6																
TOTAL EST COST															2 3 , 2 8 6 . 2 5	

Comm Line	NIGP Code	Acct Line	Qty & Unit	Detailed Description, Manufacturer, Model Number, Etc. (Please attach additional sheet(s) if needed)	Est. Unit Price	Est. Cost
0 0 1		0 1	1	2011 FORD EXPLORER WITH SKID PLATE & RUNNING BOARDS	2 3 258.00	2 3 , 2 5 8 . 0 0
0 0 2		0 2	1	DMV TITLE & DSR FEES	28.25	2 8 . 2 5
				PEND 2 _____		
				PEND 3 _____		

Department Approving Authority Signature

Date

Approval from the Budget Division (per SAM 1511.0 as required):

Approval from the Department of Information Technology (per SAM 1511.0 as required):

Signature

Date

Signature

Date

ANY ADDITIONAL SPECIFICATIONS OR DRAWINGS OF DESIRED GOODS MUST BE SUBMITTED SEPARATELY TO THE STATE PURCHASING DIVISION AND MUST REFERENCE THE COMPLETE ON-LINE PURCHASE REQUISITION NUMBER.

JH

5

State of Nevada
Equipment Schedule

Budget Period: 2009-2011 Biennium (FY10-11)
 Budget Account: 4685 B&I - SAFETY CONSULTATION AND TRAINING
 Version: L01 LEGISLATIVELY APPROVED
 Schedule: EQUIPMENT

DD	Catg	GL	Equipment Type	Priority	Yr 1 Count	Yr 1 Rate	Yr 1 Total	Yr 2 Count	Yr 2 Rate	Yr 2 Total
E710	05	8310	VEHICLE-FLEET-RNO/CC-5.3 SPORT UTY VEH:1/2 TON;4X4;6 DOOR; 5-6 PASS	1	0	22,639.00	0	1	23,318.00	23,318
E710	26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	3	6	1,589.00	9,534	2	1,589.00	3,178
E715	26	8371	HARDWARE-DESKTOP PC W/ MONITOR & OS, HIGH COST	4	0	1,225.00	0	27	1,225.00	33,075
E720	26	8371	HARDWARE-LAPTOP PC WITH OPERATING SYSTEM	14	1	1,589.00	1,589	0	1,589.00	0
E710	04	7460	EQUIPMENT UNDER \$1000	12	1	2,580.00	2,580	1	2,580.00	2,580
E710	05	8331	BROTHER 5750E FAX	6	1	1,000.00	1,000	1	1,000.00	1,000
E710	05	8271	DIGITAL CAMERAS AND ACCESSORIES	2	19	425.00	8,075	0	0.00	0
E710	26	8371	BROTHER LASERJET B/W PRINTERS MED	5	2	1,000.00	2,000	0	1,000.00	0
E710	26	8371	HARDWARE-48 PORT GB SWITCH	10	0	0.00	0	1	800.00	800
E710	26	8391	REPAIR-COMPUTER/PRINTER/FAX/PHONE REPLACEMENT	9	1	3,000.00	3,000	1	3,000.00	3,000
E720	26	8371	BAR CODE SCANNERS AND PRINTERS FOR LIBRARY	13	3	1,000.00	3,000	0	0.00	0

Kristen L. Kolbe

From: Keith Wells
Sent: Friday, October 22, 2010 5:01 PM
To: Kristen L. Kolbe
Subject: RE: BOE Request to Purchase a Vehicle

Looks fine

From: Kristen L. Kolbe
Sent: Friday, October 22, 2010 4:46 PM
To: Keith Wells
Subject: BOE Request to Purchase a Vehicle

Keith –

Attached is a request from the Department of Business & Industry, Industrial Relations Division, for budget account 4685 - Safety Consulting and Training. This is a replacement vehicle for a 1993 Dodge Shadow with 78,481 miles.

Thank you for your consideration.

Kristen L. Kolbe
Budget Analyst IV
Department of Administration
Budget & Planning Division
209 E. Musser Street, Room 200
Carson City, NV 89701-4298
775 684-0239 telephone
775 684-0260 fax
kkolbe@budget.state.nv.us

The Governor's Recommended budget remains confidential per statute until published on January 24. Communications must be shared among the Budget Office, agencies, and the Legislative Counsel Bureau but must be protected from public disclosure. Please handle this email and all communications about the budget with discretion.



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: October 20, 2010

To: Kristen Kolbe, Budget Analyst V
Department of Administration

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting. 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 meeting since work program C19952 requires Interim Finance approval.

DEPARTMENT OF WILDLIFE - ADMINISTRATION

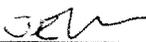
Description of item

Nature of the Request

The department seeks approval to purchase a new vehicle to be used for sage grouse conservation efforts pursuant to NRS 334.010. The vehicle will be purchased with 75% federal funds and 25% state funds.

Recommendation

The department recommends approving the request. The State Motor Pool Administrator has approved the request.

REVIEWED: 
ACTION ITEM: <u>3</u>

Board of Examiners Request for Approval to Purchase a
State Vehicle Pursuant to NRS 334.010

Agency Name: NV Dept. of Wildlife	Budget Account #: 4452
Contact Name: Michael Krumenaker	Telephone Number: 775-688-1581
Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:	
Number of vehicles requested: <u>1</u> Amount of the request: <u>\$29,700.25</u>	
Is the requested vehicle(s) new or used: <u>New</u>	
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick-up truck</u>	
Mission of the requested vehicle(s): <u>Perform survey work in remote areas for sage-grouse conservation projects.</u>	
Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? <u>WP 19952 (submitted 10/14/2010 for IFC); funding is 75% federal, 25% State</u> <input checked="" type="checkbox"/>
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> <u> </u> Addition(s) <input type="checkbox"/> <u> </u> Replacement(s)	
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>N/A. Pick-up truck.</u>	
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: Odometer Reading: Type of Vehicle: <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <hr/> <i>Please attach an additional sheet if necessary</i>	Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
APPOINTING AUTHORITY APPROVAL:  _____ Agency Appointing Authority Title <u>10/18/10</u> Date	
BOARD OF EXAMINERS' APPROVAL: <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase _____ Board of Examiners Date	

Kristen L. Kolbe

From: Keith Wells
Sent: Tuesday, October 19, 2010 5:00 PM
To: Kristen L. Kolbe
Subject: RE: RXQ 702 19847 and IFC WP C19952

Looks fine

From: Kristen L. Kolbe
Sent: Tuesday, October 19, 2010 4:49 PM
To: Keith Wells
Subject: RXQ 702 19847 and IFC WP C19952

Keith –

Please find attached a pdf complying with All Agency Memorandum #2010-35 requesting the purchase of a new vehicle.

Please let me know if you should need anything further.

Thank you for your consideration.

Kristen L. Kolbe
Budget Analyst IV
Department of Administration
Budget & Planning Division
209 E. Musser Street, Room 200
Carson City, NV 89701-4298
775 684-0239 telephone
775 684-0260 fax
klkolbe@budget.state.nv.us

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

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

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

3. All such automobiles, except:

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

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

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

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

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

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

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

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

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



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: November 3, 2010
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Kristen Kolbe, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF WILDLIFE - ADMINISTRATION

Description of item

Nature of the Request

The department seeks approval to purchase a new vehicle to be used for sagebrush ecosystem coordination efforts pursuant to NRS 334.010. The vehicle will be purchased with 100% Question 1 bond funds.

Recommendation

The department recommends approving the request. The State Motor Pool Administrator has approved the request.

REVIEWED: _____
ACTION ITEM: <u>3</u>

STATE OF NEVADA
WILDLIFE

Budget Account 4452 - WILDLIFE - ADMINISTRATION
Work Program C18697
Fiscal Year 2011

Submitted August 12, 2010

Budget Account's Primary Purpose, Function and Statutory Authority

The mission of the Department of Wildlife (NDOW) is to protect, preserve, manage and restore wildlife and its habitat for their aesthetic, scientific, educational, recreational and economic benefit to the citizens of Nevada and the United States, and to promote the safety of persons using vessels on the waters of this state. The department is comprised of seven bureaus including Administrative Services, Conservation Education, Fisheries Management, Game Management, Habitat, Law Enforcement, and Wildlife Diversity. Statutory authority is found in the Nevada Revised Statute Chapters 488, 501, 502, 503, 504, 505, and 506.

Purpose of Work Program

Balance forward remaining funds related to the Sagebrush Ecosystem Coordinator position and related costs for FY 2011 pursuant to Senate Bill 146 of the 2009 Legislative Session.

Justification

See SB146 Attached. Legislation provided for \$225,000 total for FYs 2010 and 2011. See approved WP 18232 regarding the original \$112,500 for FY 2011.

Expected Benefits to be Realized

See SB 146 Attached

Explanation of Projections and Documentation

Attachment A: Amount obligated in FY 2010 for Sagebrush Coordinator Position
Attachment B: LAX Leg. Approved Summary
Attachment C: Work program justification (calculation of WP amounts)
Attachment D: Senate Bill 146
Attachment E: Senate Bill 146 History

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

See SB 146 Attached



Batch: Document: RXQ 702 00000019869 <1 Attachment>

Date of Record 10 / 20 / 10 Acctg Period / Budget FY 11

New Modification Cancellation Building / Room /

Vendor PUR0001343 Delivery Date 12 / 31 / 10 Ship to / Bill to 498 / 379

Name CAMPAGNI AUTOMOTIVE RESOURCES Vendor Phone 970-669-1793

Contact TOM HITCHCOCK Item Total 31,329.25

Other Attributes | Accounting Details | Commodity Details

Line	001	Amount	Def / Inc / Dec
Commodity Code	07048FA	Quantity 1.000	<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/>
Item Code		Unit Cost 31,301.000000	<input checked="" type="radio"/> <input type="radio"/> <input type="radio"/>
Unit of Measure	EA	Total Cost 31,301.00	
Accounting Line	01		
Text	None		
Description	2011 TOYOTA 4RUNNER 4X4		

Kristen L. Kolbe

From: Keith Wells
Sent: Wednesday, November 03, 2010 12:31 PM
To: Kristen L. Kolbe
Subject: RE: NDOW RXQ 702-19869, IFC WP C18697, to Purchase a Vehicle

Looks fine.

From: Kristen L. Kolbe
Sent: Wednesday, November 03, 2010 11:16 AM
To: Keith Wells
Subject: NDOW RXQ 702-19869, IFC WP C18697, to Purchase a Vehicle

Keith –

Please find attached a pdf complying with All Agency Memorandum #2100-35 requesting the purchase of an additional vehicle for the Department of Wildlife.

Please let me know if you should need anything further for assist in your review.

Thank you.

Kristen L. Kolbe
Budget Analyst IV
Department of Administration
Budget & Planning Division
209 E. Musser Street, Room 200
Carson City, NV 89701-4298
775 684-0239 telephone
775 684-0260 fax
kkkolbe@budget.state.nv.us

The Governor's Recommended budget remains confidential per statute until published on January 24. Communications must be shared among the Budget Office, agencies, and the Legislative Counsel Bureau but must be protected from public disclosure. Please handle this email and all communications about the budget with discretion.



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: November 4, 2010
To: Andrew Clinger, Director
Department of Administration
From: Julie Strandberg, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

DEPARTMENT OF PUBLIC SAFETY – RECORDS AND TECHNOLOGY DIVISION

Statutory Authority

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 and Brady Point of Sale Accounts and have determined that the debt is impractical to collect.

Nature of the Request

The Division is requesting approval to write-off outstanding debts owed by past due vendors which exceed \$50.00. The total amount of this request is \$3043.75.

Recommendation

The Records and Technology Division, pursuant to NRS 353C.195 requested collection assistance from the State Controller's Office and has exerted their resources to collect the outstanding debts owed. The named debts are recommended to be written off.

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

Jim Gibbons
Governor



Jearld Hafen
Director

Patrick J. Conmay
Division Chief

Records and Technology Division
333 West Nye Lane Suite 100
Carson City, Nevada 89706
Telephone (775) 684-6262 – Fax (775) 684-6265
www.nvrepository.state.nv.us

MEMORANDUM

Date: November 19, 2010

To: Board of Examiners

From: Lisa Young,
Administrative Services Officer 2

Through: Jim Dibasilio, Budget Analyst III
Department of Public Safety, Administrative Services

Julie Strandberg, Budget Analyst III
Department of Administration, Budget Division

Subject: Follow Up to October 12, 2010. Board of Examiners meeting request

On August 30, 2010, the Records and Technology Division requested approval to write-off Point of Sales fees for Brady background checks and Civil Applicant fees for fingerprint-based background checks made by the accounts listed below. The total request for write-off was \$3,197.50.

ACCOUNT NUMBER	ACCOUNT NAME	DATE DEBT INCURRED	AMOUNT SUBMITTED TO COLLECTIONS
150125	OUR HOME ADULT LIVING	9/1/2009	\$ 102.50
881181	AFFORDABLE BEST CARE	9/1/2009	\$ 768.75
881476	AYALA BAY CORPORATION	8/1/2009	\$ 51.25
98801131	TED HOCKFELDER	10/1/2009	\$ 2,275.00
	TOTAL:		\$ 3,197.50

As an update to the original request it should be noted that one account (150125 - Our Home Adult Living) paid its account in full on September 23, 2010 and one account (881476 – Ayala Bay Corp.) paid its account in full on November 18, 2010. **The current request for account write-off is \$3,043.75.**

All of these accounts had been reported to the Controller's Office Debt Collection Program in December 2009 and January 2010. Subsequently, they were turned over to the contracted collection agencies working with the Controller's office.

These accounts were placed on the Board of Examiners meeting agenda for October 21, 2010. During the meeting, Secretary of State Ross Miller requested the item be postponed due to the fact that the Secretary of State's website had conflicting address information for at least two of the account names.

After the October Board of Examiners meeting, letters were sent via certified mail to the remaining account holders at every different address shown on the Secretary of State's website. No letter was sent to 881181 – Affordable Best Care because no additional addresses were on file and their articles of incorporation have been revoked. In addition, we notified the Controller's office and suggested they include a check of the Secretary of State's website in their address search criteria. As of today's date, no further payments have been received.

It is important to understand that the Controller's office and their contracted collection agencies will still attempt to collect this debt on behalf of the State. We are requesting that these amounts be written off the Records and Technology Division's Accounts Receivable balance, since they are over one year old and have been determined to be uncollectable. Again, the request for account write-off is \$3,043.75.

Thank you for your consideration of this matter.

Encl: Two (2) copies 98801131 Ted Hockfelder correspondence October 12, 2010
Three (3) copies 881476 Ayala Bay Corp. correspondence October 12, 2010



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: November 15, 2010

To: Andrew Clinger, Director
Department of Administration

From: Julie Strandberg, Budget Analyst
Budget and Planning Division *JS*

Subject: Board of Examiners **ACTION** ITEM *JCW*

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

PUBLIC EMPLOYEES' BENEFITS PROGRAM

Nature of the Request: Write off bad debt in the amount of \$2,766.10.

Recommendation: Public Employees' Benefits Program is requesting authority to write off debt that totals \$2,766.10. The reported debt is specifically related to participant health insurance premiums. One account represents collection fees deducted from amounts collected from the Controller's Office, two accounts are bankruptcies, and one account represents a deceased participant.

4B



JIM GIBBONS
Governor

JAMES R. WELLS, CPA
Executive Officer

STATE OF NEVADA
PUBLIC EMPLOYEES' BENEFITS PROGRAM

901 S. Stewart Street, Suite 1001

Carson City, Nevada 89701

Telephone (775) 684-7000 · (800) 326-5496

Fax (775) 684-7028

www.pebp.state.nv.us



RANDALL J. KIRNER, EdD
Board Chairman

Memorandum

DATE: November 8, 2010
TO: Julie Strandberg, Budget Office
FROM: Jon Hager, Chief Financial Officer 
SUBJECT: Write-Off Request to Board of Examiners

Public Employees' Benefits Program (PEBP) is requesting authority from the Board of Examiners (BOE) to write-off debt that totals \$2,766.10. The reported debt is specifically related to participant health insurance premiums.

Of the 4 accounts identified, one account represents collection fees deducted from amounts collected from the Controller's Office, two accounts are bankruptcies and one account represent a deceased participant.

I would appreciate this request being placed on the December 10, 2010 BOE meeting. Please let me know if you have any questions regarding this request.



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: November 21, 2010

To: Stephanie Day, Deputy Director
Department of Administration

From: Jim Rodriguez, Budget Analyst
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An 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 meeting and is contingent upon approval of the Board of Examiners at its December 14, 2010 meeting.

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

Nature of the Request:

**APPROVAL OF LEASE BETWEEN THE DIVISION OF STATE LANDS ON BEHALF
OF THE NEVADA ARMY NATIONAL GUARD AND THE NEVADA SYSTEM OF
HIGHER EDUCATION**

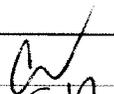
Pursuant to NRS 322.007, the Nevada Division of State Lands (NDSL) is requesting approval, on behalf of the Nevada Army National Guard (NVARNG), to enter into a lease with the Nevada System of Higher Education (NSHE) for the Carlin Fire Science Academy (FSA).

Based on findings and recommendations of the Bryan Commission regarding the future operation of the Carlin Fire Science Academy, the State of Nevada, through the Division of State Lands is purchasing approximately 408 acres of property that currently houses the Fire Science Academy on a portion of that property and is currently owned by NSHE. That purchase is scheduled to be completed by the end of this calendar year. At the completion of that purchase the NVARNG will lease back to NSHE a portion of the property and property improvements so

that NSHE can continue to operate the FSA. The lease will allow for shared use of the portion of the buildings and grounds for the operation of the NVARG and FSA. NSHE will have exclusive use of the "Prop Fields" for live fire exercises, several buildings, and the fire water treatment system. The NVARG will have exclusive use of a portion of the property for an armory site. Joint use of the remainder of the facility will be coordinated between NSHE/FSA and the NVARG.

Recommendation:

Recommend approval

REVIEWED: 
ACTION ITEM: SA

NRS 322.007 Approval of certain leases required. Any lease of state land, except a lease for residential purposes or a lease for farming or grazing, whose term extends or is renewable beyond 1 year must be approved by the State Board of Examiners and the Interim Finance Committee.

(Added to NRS by 1983, 7; A 1989, 511, 1782; 2001, 906)

LEO DROZDOFF
Acting Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

JIM GIBBONS
Governor



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

Address Reply to

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

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

MEMORANDUM

DATE: November 16, 2010

TO: Andrew Clinger, Director
ATTN: Jim Rodriguez, Budget Analyst IV

FROM: James R. Lawrence, ^{JL} Administrator
Division of State Lands

SUBJECT: BOE and IFC Approval for the Lease to the Nevada System of Higher Education for the operation of the Carlin Fire Science Academy.

RECEIVED
NOV 18 2010
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Pursuant to NRS 322.007, please schedule the attached lease for the December 2010 BOE meeting and the next IFC meeting. We are requesting approval of a Lease between the Division of State Lands, acting on behalf of the Department of the Military and the Nevada Army National Guard, and the Nevada System of Higher Education for the operation of the Fire Science Academy at Carlin.

Based on the findings and recommendations of the Bryan Commission regarding the future operation of the Carlin Fire Science Academy, the State of Nevada, through the Division of State Lands (NDSL), is purchasing approximately 408 acres of property currently owned by the Nevada System of Higher Education (NSHE). A copy of the Purchase and Sale Agreement is attached for your information. We are hoping to close the purchase transaction by the end of this calendar year. The Department of the Military (DOM) and the Nevada Army National Guard (NVARNG) will be assigned the entire property and serve as the managing agency.

The property houses the Fire Science Academy (FSA) on a portion of the property. As part of the Bryan Commission recommendations, a portion of the property and improvements will be leased back to NSHE for the continued operation of the FSA for the benefit of the Fire Service nationally. The lease allows for shared use of a portion of the buildings and grounds for the operation of the NVARNG and FSA. NSHE will have exclusive use of the "Prop Fields" for live fire exercises, several buildings and the fire water treatment system. NVARNG will have exclusive use of a portion of the property for an armory site. Joint use of the remainder of the facility will be coordinated between NSHE/FSA and NVARNG.

4

I appreciate your assistance on this matter. If you have any questions or require any additional information, please do not hesitate to contact me.

Enclosures: Lease Agreement
Aerial Photo
Purchase and Sale Agreement

CC: Jeff Ferguson, Legislative Counsel Bureau
Leo Drozdoff, Acting Director, DCNR
Ron Zureck, NSHE w/o enclosures
Troy Miller, NSHE w/o enclosures
CPT Daniel Thielan, NVARNG w/o enclosures
Miles Celio, DOM w/o enclosures

Received in the Budget Office: By:



11-18-10

Date

For Budget Division Use Only	
Reviewed by:	_____
Reviewed by:	_____
Reviewed by:	_____

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation & Natural Resources, Division of State Lands, acting for and on behalf of the Department of the Military and Nevada Army National Guard

2. Name of Lessor: State of Nevada, acting by and through the Division of State Lands

3. Address of Lessor: 901 S. Stewart St., Suite 5003, Carson City, NV 89701

4. Address of Lease property: 100 University Avenue, Carlin, NV 89822

a. Square Footage: 72,262 usable square feet/27,998 exclusive use 30.3 acres

cost per month	# of months in time	Cost per Year	time frame	Approximate cost per square foot
\$29,829.00	240	\$357,948.00		\$1.02 plus land rent

c. Total Lease Consideration:

d. Rental Adjustments: Credits for appropriated O&M, payment for decommissioning 3 wells, use of lessee personal property, no rent charged until July 1, 2011

e. Term: 20 years

f. Option to renew:

g. Utilities: included in O&M appropriation

h. Janitorial: included in O&M appropriation

i. Major repairs: to be requested through CIP

j. Minor repairs: included in O&M appropriation

k. Taxes: N/A

l. Comparable costs:

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number:

5. Purpose of the lease: Continued operation of the Nevada System of Higher Education's Carlin Fire Science Academy

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks: This is a new lease between the State of Nevada, acting through the Division of State Lands, and the Nevada System of Higher Education to allow for the continued operation of the Fire Science Academy after the State's purchase of the property as recommended by the Bryan Commission. The Department of the Military (DOM) and Nevada Army National Guard (NVARNG) will jointly use a portion of the facility with the Academy and the Academy and NVARNG will have exclusive use of a portion of the facility. The Department of the Military and Nevada Army National Guard will serve as the Managing Agency for the Lease.

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

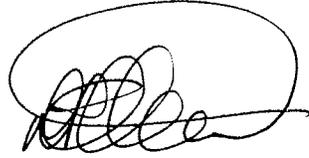
6

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	N/A
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [] INC [] CORP [] LLP []
c.	Is the Contractor Exempt from obtaining a Business License:	Yes X No
	*If yes, please explain:	Entity of the State of Nevada
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 N/A No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

 11/18/10
 Authorized Signature - Division of State Lands Date

 18NOV10
 Authorized Signature - Agency Date

For Board of Examiners Yes

No

7



RECEIVED

NOV 18 2010

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

**CARLIN READINESS CENTER
SEC 20, T33N, R53E
ELKO COUNTY, NEVADA**

 PROPERTY BOUNDARY

Department of
Conservation &
Natural Resources

NEVADA
DIVISION
OF
STATE LANDS

This map has been prepared for the use of the Nevada Division of State Lands for illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data delineated hereon.

8

LEASE



NG-30, 3621, DGM

Fire Science Academy/Carlin Readiness Center
A.P.N. 005-280-002
Elko County

Return to:
DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY NV 89701

LEASE AGREEMENT

IN ACCORDANCE with NRS 321.003 and in consideration of the provisions contained herein, this LEASE is made and entered into this _____ day of _____, 2010, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, hereinafter referred to as LESSOR, for and on behalf of the OFFICE OF THE MILITARY, hereinafter referred to as MANAGING AGENCY, and the NEVADA SYSTEM OF HIGHER EDUCATION, for and on behalf of the UNIVERSITY OF NEVADA, RENO, hereinafter referred to as LESSEE. LESSOR, LESSEE, and MANAGING AGENCY are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the STATE OF NEVADA owns property known as Fire Science Academy, located at 100 University Avenue, Carlin, Nevada 89822, APN 005-280-002, Elko County, Nevada, which property is administered by the MANAGING AGENCY;
and

WHEREAS, LESSEE desires to Lease a portion of described the premises for the purpose of operating and maintaining the Fire Science Academy as an educational facility for the training of fire fighting , emergency response and other personnel; and

WHEREAS, LESSEE wishes to Lease the described premises, and agrees to occupy the described premises in an "as is" condition; and

NOW THEREFORE, for and in consideration of the rents herein described and the covenants, terms and conditions herein contained, the parties further understand and agree as follows:

- 1. PREMISES:** LESSOR does by these presents Lease unto LESSEE a portion of approximately 72,262 +/- square feet of building(s) and 30.3 acres of land as outlined in the attached Exhibit "A" and as described in subparagraph a below ("exclusive use") on an exclusive basis SUBJECT TO the right of the LESSOR and MANAGING AGENCY to enter upon, cross and recross the land described in subparagraph a below for purposes of access, ingress, and egress to the LESSOR'S AND MANAGING AGENCY'S exclusive and shared use portions of the PREMISES at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with LESSEE'S use of the PREMISES. and as described in subparagraph b below on a shared use basis. (The approximately 72,262 +/- square feet of building(s) and 30.3 acres of land as outlined in the attached Exhibit "A" is referred to herein as the "Parcel"). The subject buildings involve both exclusive LESSEE use (27,998 +/- sq. ft. of exclusive use buildings) and shared use between the LESSEE and the LESSOR, on behalf of the MANAGING AGENCY further defined as:

a. LESSEE Exclusive Use

1. Prop Fields (19.36 Acres)
2. Administration Building (8,448 sq. ft.)
3. Turnout Building (11,782 sq. ft.)
4. 40% (north portion) of the Firehouse (3,888 sq. ft.)
5. Apparatus Storage (3,880 sq. ft.)
6. Fire Water Supply & Treatment specifically for Props Field and Labs
7. Lay Down Yard (10.94 Acres)

b. LESSEE and LESSOR Shared Use

1. Class Room Building
2. Food Service Building
3. Residence Building (bunk house)
4. Existing Parking Lot
5. Main Entrance to Facility
6. Quadrangle Area
7. Domestic water supply and sewage treatment

The exclusive use area of the PREMISES may be modified, adjusted, and amended in writing and upon mutual agreement of the PARTIES.

2. **USE OF THE PREMISES:** The premises will be used for administrative purposes and for fire, emergency response and related training and services provided by LESSEE as previously conducted by Lessee on the premises. All activities must be compatible with and not interfere with LESSOR and MANAGING AGENCY'S continued use of the site. Should LESSOR or the MANAGING AGENCY notify LESSEE of any incompatible activity or interference, the activity will cease immediately. Other than for uses described in the first sentence of this paragraph, LESSEE shall not permit the premises to be used by any group not authorized by LESSOR. LESSEE shall not permit the premises to be used for any business or commercial enterprises, or for any other purpose, without the written consent of LESSOR. LESSEE agrees to notify MANAGING AGENCY of all accidents and health or other life safety issues occurring on both the exclusive use and shared use portion of the PREMISES within 24 hours of occurrence or discovery.
3. **TERM:** The term of this Lease is 20 years, commencing on January 1, 2011 or upon approval by the Board of Examiners and Interim Finance Committee, whichever is later, and ending December 31, 2031, unless sooner terminated in whole or in part as hereinafter provided.
4. **HOLDOVER TENANCY:** If LESSEE holds possession of the premises after the term of this Lease or any renewal thereof, this Lease shall become a month-to-month Lease on the terms herein specified.
5. **CONSIDERATION:** In consideration for this LEASE, the LESSEE agrees to pay for the leased space as follows:

a. January 1, 2011 or upon approval by the Board of Examiners and Interim Finance Committee, whichever is later, through June 30, 2011: Rent Offset

b. July 1, 2011 through December 31, 2031: Fair Market Value less any credits agreed to by LESSOR.

c. As of Fiscal Year 2011, the building lease rate is established at \$1.02 per square foot per month. Using the current square footage of the exclusive use buildings (27, 998 sq. ft.) the building rental is \$28,559 per month or \$85,677 per quarter. Added to that is the land valuation based on an appraisal by Johnson, Perkins and Associates, dated October 7, 2009. The Lease Rate for the 30.3 acres underlying the Prop Field, and Laydown Yard, is \$1,270 per month. or \$3,810 per quarter **Total Base Lease Rate is \$29,829 per month or \$89,487 per quarter.** Additionally, LESSEE will be charged \$0.05 per square foot for each day used of the shared use facilities by LESSEE. This fee will include the reasonable use of the adjoining hallways, walkways, and restrooms, which shall not be included in computing the daily rent.

d. Credits to be applied to Base Rent:

1. O&M services provided by the MANAGING AGENCY (Appendix "B"):

Credit will be calculated on a quarterly basis, for the proportionate share of the LESSEE'S exclusive use portion of the premises and for Lessee's actual use of the shared use portion of the Premises, exclusive of the operations and maintenance costs for the Prop Fields and attendant equipment and/or facilities. Credit for O&M Services for Fiscal Year 2011 is established at \$0.67 per square foot per month establishing an ADJUSTED BASE LEASE RATE of \$0.35 per square foot per month. This credit will continue for as long as O&M Services receive

appropriated funding at the levels established in Fiscal Year 2011. Annually, the LESSOR, MANAGING AGENCY and LESSEE will meet to review and agree upon the credit calculations prior to application of the credit toward the BASE LEASE RATE. Any credit applied to the BASE LEASE RATE of \$1.02 per square foot per month will be based on the previous fiscal year's actual expenditures taking into account the appropriated funding for the current fiscal year's O&M. If O&M appropriations are not sufficient to meet the O&M needs, the credit toward the \$1.02 per square foot per month BASE LEASE RATE will be adjusted accordingly.

2. For the use of Personal Property provided by LESSEE for MANAGING AGENCY use will be identified and the amount of credit applied will be agreed to by mutual consent of the LESSOR, MANAGING AGENCY and LESSEE prior to July 1, 2011.

3. Actual costs including permit and inspection fees for the decommissioning and closure of up to three (3) water wells at the site of the proposed Armory to be utilized by the MANAGING AGENCY.

e. Base Rent shall be reevaluated, reassessed and adjusted every five (5) years on the same basis as determined in Paragraph 5c. The first re-evaluation will be due January 1, 2016. Should LESSEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the occupancy and use and other actions as required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The LESSEE shall pay for the appraisal and any associated costs.

6. **LEASE PAYMENTS:** All Lease payments will be paid to the LESSOR or its authorized agent by the 10th day of the first month of each quarter (July 10, October 10, January 10, April 10) this LEASE is in effect beginning July 1, 2011. The Lease payment attributed to the exclusive use portion of the property, including the payment attributed to the land, shall be made in advance each quarter. The Shared Use Lease payment shall be paid in arrears each quarter based on actual use.
7. **OPERATION AND MAINTENANCE (O&M):** The parties shall conduct a joint inventory of the premises prior to the effective date of this Agreement. Prior to conducting this inventory, the LESSEE agrees to provide the MANAGING AGENCY with any existing information pertaining to the condition and maintenance of PREMISES that the MANAGING AGENCY may require.
- a. LESSEE to supply O&M services for the property outlined on the attached Exhibit "B" to the extent LESSEE has been appropriated O&M funding for the 2010-2011 fiscal year by the State of Nevada. Such responsibilities shall commence upon the date listed under paragraph 3 and will continue through June 30, 2011. LESSEE shall have no obligation for the cost of O&M services in excess of amounts to be credited to rent under Paragraph 5(d)(1) except and to the extent such excess is attributable to LESSEE's use of the premises other than as described in the first sentence of Paragraph 2.

1. Fiscal years 2012 through 2013, starting July 1, 2011, LESSEE agrees to request O&M funding for the property outlined on the attached Exhibit "B". With the approval of the 2011 Legislature this funding is proposed to be transferred to the MANAGING AGENCY during the budget process. For the remaining term of the Lease, State O&M funding will be used by the MANAGING AGENCY and LESSEE to enter into a contract/agreement for continued O&M services to be provided by the LESSEE at the expense of the MANAGING AGENCY. MANAGING AGENCY's future proposed 5,500+/- square foot building shall be the sole responsibility of the MANAGING AGENCY for any and all O&M services unless otherwise agreed to in writing by the parties of this LEASE.
2. Before July 1, 2012, LESSEE and MANAGING AGENCY will evaluate LESSEE O&M management of the property. If LESSEE and MANAGING AGENCY reasonably agree that LESSEE is properly managing the property, LESSEE shall continue to provide O&M management and services for the PREMISES to the extent MANAGING AGENCY provides the funding to maintain the property, defined on Exhibit "B", for the future. LESSEE and MANAGING AGENCY agree this process will take place on or before July 1 annually thereafter to evaluate services. If, during any of the annual meetings, as defined in this paragraph, it is found that

LESSEE is not managing the property to MANAGING AGENCY'S reasonable satisfaction, MANAGING AGENCY will assume O&M management responsibilities as of the start of the next new biennium unless otherwise agreed to by the parties to this agreement in writing.

- b. LESSEE AND MANAGING AGENCY agree to meet at least annually, in March or other time mutually agreed to by MANAGING AGENCY AND LESSEE, to discuss scheduling use of the shared use facilities. MANAGING AGENCY AND LESSEE shall meet to schedule known classes, meetings, and/or events in the Shared Use Facilities for the next fiscal year July 1st- June 30th. Any time not scheduled shall be considered open scheduling. Open Scheduling can be reserved, with five (5) business days written notice to the other party, In the event there is a schedule conflict, preference will be given to the scheduling for the MANAGING AGENCY. LESSEE shall facilitate the scheduling with MANAGING AGENCY contacting the Administrative Services Officer for the Office of the Military. The current annual schedule for each year may be reviewed at any time by contacting the Director of the Fire Science Academy.
- c. LESSEE and MANAGING AGENCY agree that capital improvements/replacements not normally included in the O&M funding shall be submitted through the State of Nevada's CIP process by MANAGING AGENCY and improvements/replacements shall be

completed upon funding approval. Prop Field and Process Water Treatment systems designated for Prop Field are excluded from such CIP process and will be the sole responsibility of LESSEE.

8. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS: LESSEE to accept PREMISES "As Is" in its current condition as already occupied by LESSEE. MANAGING AGENCY agrees to be responsible for costs incurred to separate space for exclusive use or jointly inhabit shared space. LESSEE may request, at any time during the Lease term, subject to the prior written approval of LESSOR, and entirely at LESSEE'S expense, to make alterations, additions or improvements in and to the Leased premises and buildings. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Leased premises or buildings. Improvements shall be paid for by the LESSEE unless the LESSOR agrees to provide certain improvements through the State of Nevada budgetary process. Improvements to the PREMISES shall comply with applicable laws, regulations and codes and shall only be made with the prior written approval of the LESSOR. The parties shall review and accept in writing the completed inventory of fixtures and furnishings attached hereto as EXHIBIT B. All improvements on or in the Leased premises at the commencement of the Lease term, and any that may be erected or installed therein, are or shall become part of the premises, except that all movable fixtures installed by LESSEE or

MANAGING AGENCY shall be and remain their property and shall not become the property of LESSOR.

9. **WASTE AND NUISANCE:** The LESSEE agrees that it will not commit or permit waste at the PREMISES and shall allow no nuisances to exist or be maintained thereon. The LESSEE shall keep the PREMISES in safe, neat and clean condition.
10. **PROPERTY DAMAGE:** LESSEE, its successors and assigns, agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, property damage or for loss of life or property resulting from, or in any way connected with the condition or use of the premises covered herein, including any hazard, deficiency, defect or other matter, known or unknown, or connected with the use of the premises and other related activities, except as noted in paragraph 11 below. In the event that PREMISES or appurtenances thereto are for any cause destroyed or damaged beyond repair by and the damage is not covered by insurance, the LESSEE, at its sole expense and within a reasonable time, shall replace the same with improvements and facilities of the same kind and purpose, and of at least the same quality, size and capacity as those damaged or destroyed or remove the damaged improvements to the satisfaction of the MANAGING AGENCY. Until the destroyed or damaged portions are fully and permanently rebuilt or replaced, LESSOR shall not be responsible for providing LESSEE with an alternate or temporary facility. LESSEE, at its sole expense, shall pay for building permits, land modifications, and other acts which are required by law, regulation or code.

11. INDEMNIFICATION: LESSEE its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to indemnify, defend, and hold harmless LESSOR , MANAGING AGENCY, and its agents and employees from any and all liability claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the condition or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of items on PREMISES arising out of any alleged negligent or willful acts or omissions of LESSEE, its officers, employees, agents or contractors, except that the assurances offered by LESSEE pursuant to this paragraph do not extend to and do not waive any defenses available to it by law to any hazard, deficiency, defect or other matter discovered during any environmental evaluation conducted, provided LESSEE has complied with all the terms and conditions of Paragraph 26b. This indemnification does not exclude the LESSOR or MANAGING AGENCY's right to participate in its defense of a matter subject to this indemnification, at its own cost.

MANAGING AGENCY, their successors and assigns, and/or their agent(s) or contractor(s) understand and agree to indemnify, and hold harmless LESSEE, and its agents and employees from any and all liability claims, actions, damages, losses, and expenses, including, without limitation, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected

with the condition the shared used portion of the premises or MANAGING AGENCY's use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of items on PREMISES arising out of any alleged negligent or willful acts or omissions of MANAGING AGENCY, their officers, employees, agents or contractors.

12. **INSURANCE:** LESSEE, at its expense, will insure its tangible assets located within the described property against any loss with extended coverage policies. LESSEE shall, at its own expense, obtain and keep in force during the term of this Lease, a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring LESSEE against any liability arising out of the use and maintenance of the described property and all other areas appurtenant thereto. LESSOR shall be named as an additional insured on any such policies. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The limits of said insurance shall not limit the liability of LESSEE hereunder. If LESSEE is self-insured, LESSEE shall provide proof acceptable to the LESSOR'S Risk Manager of sufficient levels of coverage upon commencement of the Lease term.

Additionally, the LESSEE shall procure and maintain a Premises Pollution Liability Insurance policy provided on a claims-made basis with a \$50,000 deductible, \$1,000,000 per pollution condition, \$1,000,000 aggregate on all pollution conditions. Said policy shall name the State of Nevada as an additional

Insured and be carried in full force and effect for the term of this LEASE and until the conditions of Paragraph 26 are met and fully complied with. Said policy has been quoted at an annual premium of \$15,104 per year for the base year (inclusive of commission; exclusive of premium taxes and TRIA coverage). Should the cost of the annual renewal on said policy be in excess of eight percent (8%), LESSOR'S Risk Manager and LESSEE'S Risk Management will discuss options including, but not limited to, mutually exclusive agreement on shared costs with respect to renewal of the existing policy, to be agreed upon by the LESSOR and MANAGING AGENCY, or LESSOR'S Risk Manager will agree to allow LESSEE to provide evidence of self-insurance to cover any potential environmental loss arising from the LESSEE'S occupancy and use of the PREMISES. The insurance requirements herein are minimum requirements for this paragraph and in no way limit the indemnity covenants contained in this LEASE.

The LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that might arise out of this LEASE.

13. **TAXES:** LESSEE shall use the Leased premises only for the purposes heretofore stated and it is understood and agreed that should any taxes be due or owing upon the Leased premises as a result of the LESSEE'S occupation of the property, LESSOR shall have no responsibility to pay them. LESSOR shall also have no responsibility to pay any personal property taxes because of any personal property

brought upon or used in connection with the Leased premises, and LESSEE will indemnify LESSOR therefore should such taxes at any time be assessed.

14. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign or sublease any portion of the Leased premises unless allowed under advance written approval by LESSOR.

15. **WARRANTIES:** LESSOR makes no warranty as to the condition of or the adequacy of the Leased premises for the proposed uses of LESSEE.

16. **ENTRY AND INSPECTION:** LESSEE shall permit the LESSOR or MANAGING AGENCY or their agents to enter upon the premises at any time, with reasonable notice, for the purpose of inspecting the same.

17. **WAIVER:** The failure of LESSOR to insist upon strict performance of any of the covenants and agreements to this Lease or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.

18. **REMEDIES:** The remedies given to LESSOR or MANAGING AGENCY shall be cumulative, and the exercise of any one remedy by LESSOR or MANAGING AGENCY shall not be to the exclusion of any other remedy.

19. **CHOICE OF LAW:** The parties agree that this Lease is governed by the laws of the State of Nevada.

20. **ORDINANCES AND STATUTES:** LESSEE shall comply with all city and county ordinances, as well as statutes and requirements of all State or Federal authorities now in force or which may hereinafter be put into force pertaining to use of the premises by LESSEE.

21. **PERMITS AND APPROVALS:** This LEASE is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. LESSEE agrees to obtain and adhere to all the conditions of the necessary and required permits. Permits issued by various agencies will be maintained for the operation of the entire facility covered under this LEASE. The permits to be maintained and permit fees paid include:

a. LESSEE maintained Permits for the LESSEE exclusive use portion of the facility include but are not limited to:

1. Department of Wildlife Industrial Artificial Pond Permit
2. State Fire Marshall Fire Extinguisher Fill Permit
3. Hazardous Materials Storage Permit
4. Nevada Department of Environmental Protection Authorization to Discharge (related to the Fire Water storage and treatment)
5. Nevada Department of Environmental Protection Class II Air Quality Operating Permit

b. MANAGING AGENCY maintained permits for facility Operations and Maintenance include but are not limited to:

1. Nevada Department of Environmental Protection Domestic Water Permit
2. Nevada Department of Environmental Protection Authorization to Discharge (related to storage and treatment of domestic waste treatment package sewage treatment plant)
3. State Fire Marshall Boiler/Pressure Vessel Operating Permit

4. State of Nevada Food Establishment Permit

FURTHER, LESSEE agrees to provide MANAGING AGENCY copies of all reports required under the conditions of the various permits held by the LESSEE for their activities on the exclusive use portion of the PREMSIS, including but not limited to periodic written reports (monthly, quarterly, and/or annual), monitoring reports, and test results.

22. **ATTORNEY FEES:** In the event that any lawsuit should be brought for recovery of the premises or for any sum due herein or because of any act which may arise out of the possession by LESSEE, the LESSOR or MANAGING AGENCY shall be entitled to all costs incurred in connection with such action including a reasonable attorney fee.

23. **EFFECTIVE DATE:** This Lease shall not become effective unless and until the approval of the State Board of Examiners and the Interim Finance Committee has been secured as required by NRS. 322.007 and by the Board of Regents of the LESSEE. If the Board of Regents, in its sole and absolute discretion, does not approve the terms of the lease, the lease offer made herein shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

24. **AMENDMENT OR MODIFICATION:** This Lease may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing executed and dated by the parties hereto.

25. **LEASE EXTENSION:** This Lease may be extended for additional terms with the consent of the parties. LESSEE must request such extension in writing at least six (6) months prior to the expiration of the Lease term. This Lease may be extended in up to two (2) additional terms of ten (10) years each, with or without modifications, with the consent of the parties hereto and with such approvals as may be required by law

26. **TERMINATION:**

a. **General Condition of Property:** LESSEE shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Within 30 days after receiving written notice from LESSEE of its intent to terminate the lease, LESSOR can deliver a written notice to LESSEE requiring LESSEE to remove any or all above ground props from the prop field. If written request is not received from LESSOR within such 30 days, LESSEE, at LESSEE's option, may either remove or leave any parts of the prop fields. Requirements under 26b to mitigate environmental conditions, if any, will supersede any requirements or conditions by either LESSEE or LESSOR in regards to the prop field structures.

b. **Environmental Inspection (Phase 1):** A Phase 1 inspection shall be ordered within thirty (30) days after termination of this Lease. Such inspection shall be provided by a mutually approved vendor licensed and

qualified to provide such inspections. The Phase 1 shall be ordered by LESSEE and shall be at the expense of LESSEE.

1. If any contamination is found by the Environmental Inspector to be caused by LESSEE, LESSEE shall take proper action to assess and remediate such contamination in accordance with provisions promulgated in Nevada Revised Statutes and Administrative Code (NAC) 445A, or successor statute or regulations used by the Nevada Department of Environmental Protection (NDEP) at time of Phase 1 Inspection. LESSEE obtaining a No Further Action letter from Nevada Department of Environmental Protection (NDEP) shall suffice as LESSEE meeting remediation obligations to LESSOR and shall have no further liability to LESSOR after NDEP's issuance of such No Further Action determination.

2. It is understood and agreed to by the LESSEE that the terms and conditions of Paragraphs 11 and 26b will survive the termination of this LEASE and will remain in full force and effect until such time as the conditions are fully met.

c. Assistance by LESSOR: LESSOR agrees to use diligent efforts to assist LESSEE or the MANAGING AGENCY in 1) transferring to MANAGING AGENCY any then current O&M appropriation, or 2) with any new application for O&M appropriation for the property.

27. OPTION TO TERMINATE: This LEASE may be terminated upon mutual consent of the parties. In the event of termination, it is agreed that any interest that LESSEE may have in said premises shall thereupon terminate, SUBJECT TO the provisions of Paragraphs 11 and 26, and shall revert to LESSOR, its successors and assigns, and that LESSOR shall have no further obligation to LESSEE. If after the effective date of this LEASE, LESSEE fails to be appropriated sufficient state and/or federal funding for the purpose of maintaining the programs of the LESSEE, a determination to be made by the President of the University of Nevada, Reno in his/her sole and absolute discretion, LESSEE can terminate this LEASE. LESSOR hereby agrees to this Option to Terminate for the sole reason of insufficient funding for the purpose of maintaining the programs of the LESSEE and agrees to hold LESSEE harmless from any penalty, charge or sanction, with the exceptions of the provisions of Paragraphs 11 and 26, and LESSEE agrees to provide to LESSOR at least six months written notice of its decision to terminate the LEASE. FURTHER, if after the effective date of this LEASE, if LESSOR or MANAGING AGENCY fails to be appropriated sufficient state and/or federal funding for the purpose of maintaining PREMISES and/or the programs of the MANAGING AGENCY and continuation will likely constitute a violation of the Anti-Deficiency Act, , a determination to be made by the LESSOR in his/her sole and absolute discretion and in consultation with the MANAGING AGENCY, LESSOR, on behalf of MANAGING AGENCY, can terminate this LEASE. LESSOR agrees to provide LESSEE at least six months

written notice of the decision to terminate the LEASE. LESSEE hereby agrees to this Option to Terminate for the sole reason of insufficient funding and avoiding violations of the Anti-Deficiency Act for the purpose of maintaining the PREMISES and/or programs of the LESSOR or MANAGING AGENCY and agrees to hold LESSOR and MANAGING AGENCY harmless from any penalty, charge or sanction. LESSEE understands and agrees that termination in such a case does not release it of its obligations under the provisions of Paragraphs 11 and 26. In the event of termination for insufficient funding, LESSOR agrees to provide to LESSEE at least six months written notice of its decision to terminate the LEASE.

28. DEFAULT/BREACH: In the event of any failure by LESSEE to keep and comply with any of the terms, covenants or provisions of this LEASE or any breach by LESSEE, LESSEE shall have 90 days from the receipt of written notice of such default or breach within which to remove or cure said default or breach. This time to cure may be extended by MANAGING AGENCY if it appears that LESSEE is diligently attempting to remove or cure the default or breach, but cannot reasonably do so in the allotted time. In the event of breach or default by LESSEE, which is not removed or cured within the time limits set forth above, LESSOR may, in addition to any other right of reentry or possession and at LESSOR'S sole option, consider the LEASE forfeited and terminated and may reenter and take possession of the leased premises, removing all persons and property there from with prior notification to LESSEE so that arrangements

concerning the removed property can be made. In the event of such forfeiture and termination of this LEASE, LESSOR shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this LEASE agreement. Forfeiture and termination of the LEASE under the provisions of this clause shall not release the LESSEE from the provisions of Clauses 11 and 26 of this LEASE.

29. **SIGNAGE:** LESSEE to retain existing signage at entrance of complex (or to be reasonably co-located with LESSOR) and upon buildings to remain occupied by lessee on an exclusive or shared use basis. Any additional LESSEE signage shall require approval of LESSOR or MANAGING AGENCY.

30. **LIMITED LIABILITY:** LESSOR, LESSEE, and MANAGING AGENCY will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. In any case, LESSOR, LESSEE, and MANAGING AGENCY shall assert a defense of sovereign immunity.

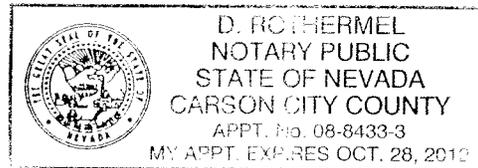
31. **WEED ABATEMENT:** LESSEE agrees to monitor and abate noxious weeds and invasive plants, as prescribed by state and local laws and ordinances, on the exclusive use portion of the PREMISES to eradicate the existing population and prevent their spread to other locations. LESSEE agrees to provide timely notification to the MANAGING AGENCY of its abatement actions and monitoring activities.

IN WITNESS WHEREOF, the parties hereto have subscribed this Lease the day and year first above noted.

LESSOR:

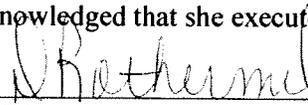
**STATE OF NEVADA
DIVISION OF STATE LANDS**

By 
JAMES R. LAWRENCE
Administrator & Ex-Officio Land Registrar



STATE OF NEVADA)
CITY OF CARSON CITY)
SS

On November 16, 2010 personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.



NOTARY PUBLIC

APPROVED:

BOARD OF EXAMINERS

By: _____

Date: _____

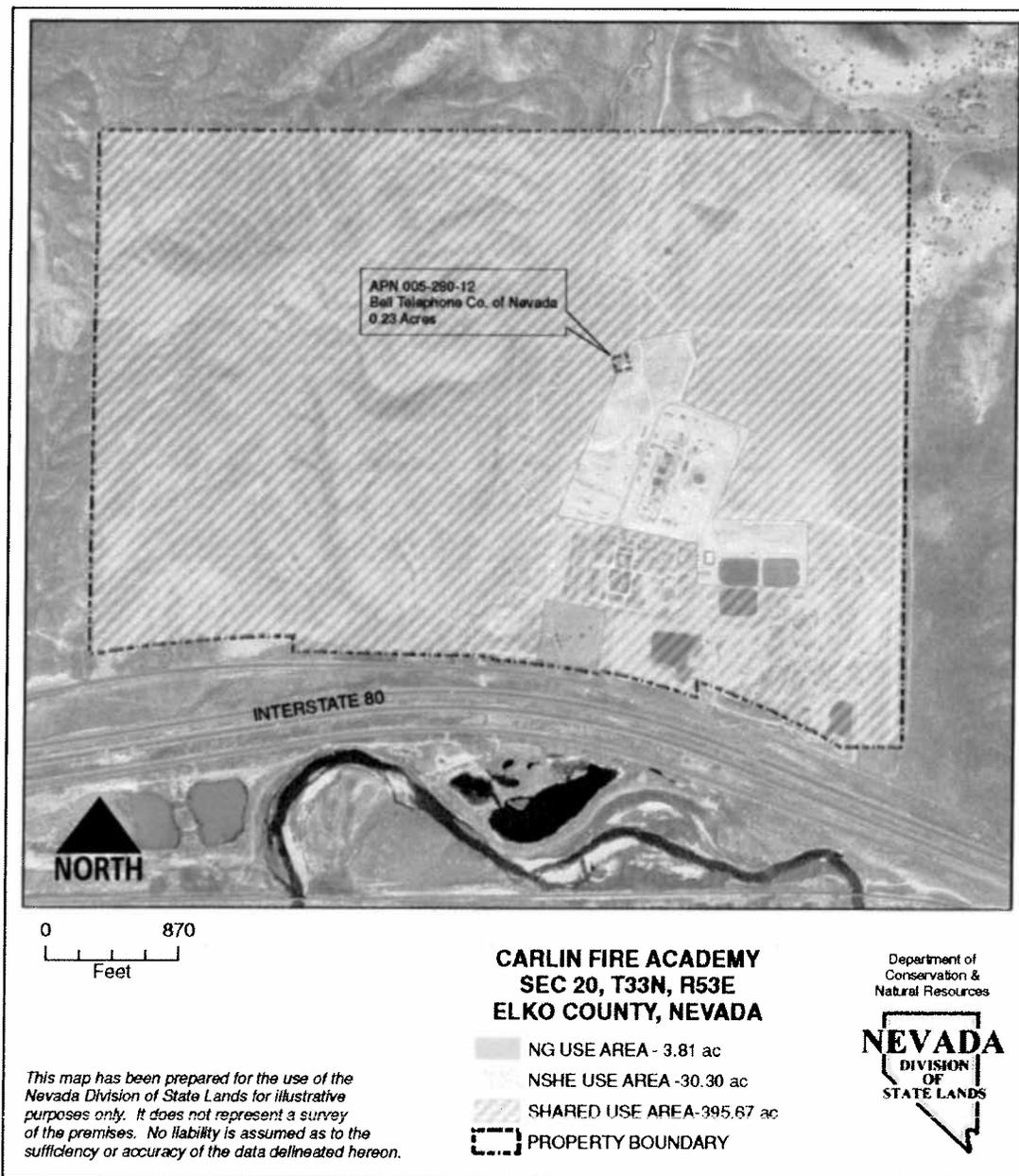
APPROVED:

**INTERIM FINANCE
COMMITTEE**

By: _____

Date: _____

APPENDIX A LEASE AREA



APPENDIX B OPERATIONS AND MAINTENANCE SERVICES DEFINED

Upon receiving adequate O&M funding from managing agency, routine operation, repair and maintenance of the following systems including but not limited to:

- Domestic water supply
- Domestic waste treatment
- Back flow prevention
- Electrical service – commercial lights and power
- Electrical service – security and life safety
- Plumbing service
- Heating, ventilation and air conditioning (HVAC)
- Metasys centralized control system
- Emergency generators (4)
- Fire protection systems, including facility extinguishers
- Telecommunications and data backbones
- Vehicle fuel delivery system
- Building Maintenance
 - Janitorial services and supplies
 - Caulking
 - Doors and locks
 - Flooring
 - Drywall
 - Painting
 - Window washing
 - Leak prevention
 - Exterior building cleaning and sealing
 - Roof maintenance – sealing and caulking
- Property Maintenance
 - Snow removal
 - Storm drains and run off system
 - Roadways – clean, snow removal, signage, striping and marking
 - Sidewalks – clean, snow removal, repair
 - Pest control
 - Signage
- Landscaping
 - Irrigation
 - Weed abatement
 - Plant care and maintenance
- Utilities – electric, propane, water, trash
- O&M equipment
- O&M assigned employees

PURCHASE/SALES AGREEMENT



APNs: 005-280-002

NG -30, #3619, DGM

**Seller: Nevada System of Higher Education
University of Nevada, Reno
1664 North Virginia Street
Reno, Nevada 89557**

**Buyer: STATE OF NEVADA
Division of State Lands
901 S. Stewart Street, Suite 5003
Carson City, NV 89701**

PURCHASE AND SALE AGREEMENT
FIRE SCIENCES ACADEMY – CARLIN, NV

THIS AGREEMENT ("Agreement"), is made and entered into this 18th day of NOVEMBER, 2010, by and between the NEVADA SYSTEM OF HIGHER EDUCATION, UNIVERSITY OF NEVADA, RENO, who acquired title as BOARD OF REGENTS, NEVADA UNIVERSITY AND COMMUNITY COLLEGE SYSTEM, ("SELLER"), whose address is 1664 North Virginia Street, Reno, Nevada 89557, and the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, whose address is 901 S. Stewart Street, Suite 5003, Carson City, NV 89701, for and on behalf of the NEVADA OFFICE OF THE MILITARY AND the NEVADA ARMY NATIONAL GUARD, ("BUYER"). SELLER and BUYER are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller is the owner of certain real property consisting of 408.06 acres, more or less, of land and improvements near Carlin, Elko County, Nevada, more particularly described on EXHIBIT "A" attached hereto and incorporated herein (herein sometimes referred to as "Property").

B. SELLER desires to sell and BUYER desires to acquire the property, including water rights, land and all buildings and appurtenant facilities and structures associated with the property, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, the Parties hereby agree as follows:

1. **REPRESENTATIONS AND WARRANTIES:** No person is authorized to make, and by execution hereof, BUYER and SELLER acknowledges that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement representation or promise made by any such person which is not contained herein shall be valid or binding on BUYER or SELLER. The only representations or warranties outstanding with respect to the subject matter of this transaction either express or implied by law, are set forth herein.

2. **PURCHASE AND SALE OF PROPERTY:** SELLER agrees to convey the property, together with all rights, title and interest in accordance with the terms of this Agreement.

3. **PURCHASE PRICE:** The purchase price for the property containing 408.06 acres, more or less, shall be **TEN MILLION DOLLARS (\$10,000,000.00)**, which shall be paid by BUYER to Escrow Holder for SELLER by check or by wire deposit or other readily available funds for the entire purchase price and reimbursements from the State of Nevada described herein on or before the Close of Escrow and in accordance with the terms of this agreement. The Parties understand and agree that the funds for the purchase may be delayed and that this will not delay the recording of the deed to the Buyer. In the event this occurs, the Parties agree that any holding costs by the Seller will be agreed to and handled outside of the escrow.

4. **ESCROW:** The purchase and sale of the Property shall be consummated through an escrow (the "Escrow") established with Stewart Title, Northeastern Division, 810 Idaho St. Elko, NV 89801. Funds held in escrow shall be deposited into an interest bearing account. For purposes of this Purchase Agreement, the term "Close of Escrow" shall mean the time when Escrow Holder shall have recorded the deed and delivered the purchase funds to the Seller. Escrow shall close on or before **December 31, 2010**. The escrow shall not be further extended without the written consent of both Parties.

a. Escrow shall open as of the date upon which Escrow Holder has received a fully signed original, or counterpart originals, of this Agreement, accompanied by the documents required herein. The Parties understand and agree that the funds for the purchase may be delayed and will not delay the opening of escrow. The date all such items have been delivered to Escrow Holder shall be referred to herein as the "Opening of Escrow" and reported by letter to the Parties by Escrow Holder. The date escrow actually closes, the Deed is recorded, and the purchase funds delivered to the Seller shall be referred to as the "Close of Escrow." Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard escrow instructions, shall constitute Escrow Holder's escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's standard instructions and this Agreement, this Agreement will control.

b. Ad valorem property taxes, if any, for the current fiscal year shall be prorated to the Close of Escrow per NRS 361.055.

c. All assessments, and/or special taxes, including the full principal amount of all bonded indebtedness and deeds of trust encumbering the Property, if any, shall be paid by SELLER. To the extent such amounts can be identified or reasonably estimated by Escrow Holder they shall be accordingly paid (or reserved for payment) at Close of Escrow. Provided, however that BUYER shall be solely responsible for any assessments resulting from BUYER'S mapping, rezoning or otherwise developing of the Property and BUYER shall be solely responsible for filing or renewing any applications for deferred agricultural status on the Property.

d. BUYER shall obtain a A.L.T.A. owner's policy of title insurance in the full amount of the purchase price issued by Stewart Title, Northeastern Division, 810 Idaho St. Elko, NV 89801 subject only to those exceptions disclosed herein or otherwise not objected to by BUYER in the preliminary title report and accepted as disclosed in paragraph 5 of this Agreement.

e. BUYER shall pay the reasonable and customary transaction costs such as the escrow fees, recording fees, document preparation fees, and similar costs not specifically allocated in this Agreement. SELLER shall pay any and all fees related to clearing objectionable title issues.

f. Fee simple title shall be conveyed by Grant, Bargain and Sale Deed in the form set forth in Exhibit "B" attached hereto, executed in favor of the STATE OF NEVADA. Both the State of Nevada and the Nevada System of Higher Education are exempt from Real Property transfer tax per NRS 375.090 (2).

g. SELLER shall diligently attempt to achieve the satisfaction of these conditions without undue delay. If any of these conditions cannot be met, then, unless waived by BUYER, Escrow Holder, upon receipt of notification from BUYER or from SELLER that it cannot or will not be able to satisfy a condition, shall immediately cancel the escrow and if such cancellation occurs, return the funds to BUYER, less one-half (1/2) of the escrow costs incurred, and neither Party shall have any further obligation, rights, or liability under this Agreement. In the event of such cancellation SELLER shall pay the other one-half (1/2) of escrow costs.

5. **SELLER'S REPRESENTATIONS, COVENANTS, WARRANTIES AND OBLIGATIONS:** SELLER represents to BUYER that to the best knowledge of SELLER, the title to the property shall be conveyed to BUYER without any encumbrance or lien as evidenced by a preliminary title report except those encumbrances accepted by BUYER, which include:

a) Easement in favor of the State of Nevada for a public highway recorded March 14, 1940 in Book 50 at page 112, Deed Records of Elko County, Nevada

b) Easement in favor of Bell Telephone Company of Nevada for aerial and underground wires, cables and other electrical conductors, being 20 feet in width, recorded November 21, 1941 on Book 12 at page 172, Miscellaneous Records of Elko County, Nevada

c) Easement in favor of Bell Telephone Company of Nevada for ingress and egress recorded June 8, 1942 in Book 51 at page 420, Deed Records of Elko County Nevada

d) Easement in favor of Bell Telephone Company of Nevada for aerial wires, cables and other electrical conductors being ten (10) feet in width, recorded June 8, 1942 in Book 51 at page 421, Deed Records of Elko County, Nevada

e) Easement in favor of Bell Telephone Company of Nevada for aerial and underground wires, cables and other electrical conductors being 20 feet in width, recorded July 31, 1942 in Book 51, at page 478, Deed Records of Elko County, Nevada

f) Easement in favor of Bell Telephone Company of Nevada for aerial and underground wires, cables and other electrical conductors, being ten (10) feet in width, recorded July 8, 1966 , Book 70 at page 487, Official Records of Elko County, Nevada

g) Easement in favor of Wells Rural Electric Company for electric transmission and/or distribution line or systems and incidental purposes, recorded July 12, 1983 in Book 427 at page 145, Official Records of Elko County, Nevada

h) Easement in favor of American Telephone and Telegraph Company for communications systems being 16.50 feet in width, recorded in Book 600 at page 87, Official Records of Elko County, Nevada

i) Easement in favor of the City of Carlin for a water pipeline, recorded May 7, 2002 in Book 2 at page 15973, Document No. 482819 Official Records of Elko County, Nevada

j) Easement in favor of the City of Carlin for a water pipeline, recorded May 14, 2002, Book 2 at page 16938, Document No. 483129, Official Records of Elko County Nevada.

k) Reservations in favor of the United States as contained in Patents recorded June 29, 1938 in Book 8 at page 337, Patent Records, Elko County, Nevada and March 25, 1966 in Book 66 at page 614, Official Records of Elko County, Nevada

l) the subject property has no rights of ingress or egress to or from Interstate Route 80 as set forth in instrument recorded in Book 67 at page 546, Official Records of Elko County, Nevada

It is agreed that all other exceptions to title disclosed in the preliminary title report dated September 2, 2010 (File No. 1022786-01 will be removed from the final policy of title insurance at the Seller's expense.

SELLER and BUYER agree to enter into a subsequent lease agreement attached hereto as Exhibit C, to allow the SELLER to occupy and use a portion of the property for purposes of operation and maintenance of a Fire Science Academy for the training of fire fighting professionals. Within the lease agreement shall be language regarding the responsibility for future remediation of any and all hazardous materials resulting from the SELLER's past and future occupancy and use of the property as a Fire Sciences Academy.

SELLER warrants there are no threatened or pending proceedings for annexation or condemnation against or affecting the property.

6. **ASSIGNMENT**: Prior to close of escrow, BUYER shall not have the right to assign this Agreement and its rights under it unless specifically approved and consented to by SELLER, which consent will not be unreasonably withheld subject to all conditions of the Purchase and Sale

Agreement including, but not limited to, assignee accepting the terms of the lease attached as Exhibit C.

7. **BINDING EFFECT:** This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of BUYER and SELLER.

8. **NOTICES:** No notice, request, demand, instruction or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery) delivered by air courier next-day delivery (e.g. Federal Express), or delivered by U.S. mail, sent by registered or certified mail, return receipt requests as follows:

If to SELLER to:

VICE PRESIDENT, ADMIN & FINANCE
University of Nevada, Reno
1664 North Virginia Street
Mail Stop 0003
Reno, Nevada 89557

With Copies to:
General Counsel
University of Nevada, Reno
1664 North Virginia Street
Mail Stop 550
Reno, Nevada 89557

If to BUYER to:

STATE OF NEVADA
Division of State Lands
901 S. Stewart Street, Suite #5003
Carson City, Nevada 89701

NEVADA ARMY NATIONAL GUARD
ATTN: CPT DANIEL THIELEN
2460 Fairview Drive
Carson City, NV 89701

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second day following deposit of same in any United State Post Office mailbox in the state to which the notice is addressed or on the third day following deposit in any such post office box other than the

state to which the notice is addressed, postage prepaid, addressed as set forth above. The addresses and addressees, for the purpose of this Paragraph, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee stated by written notice, or as provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

9. **TIME:** Time is of the essence for each provision of this Agreement of which time is a factor.

10. **ATTORNEYS' FEES:** In the event of any action or proceeding, including an arbitration brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover statutorily recoverable costs and expenses including the reasonable fees of its attorneys incurred for prosecution, defense, consultation or advice in such action or proceeding.

11. **COMPUTATION OF PERIODS:** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement, shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

12. **INTERPRETATION:** The Parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. The Parties have equal bargaining power, and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, or written, are merged and integrated into this Agreement.

13. **SURVIVABILITY:** All covenants of BUYER or SELLER which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations,

warranties and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the Grant Bargain and Sale Deed, and be binding upon and inure to the benefit of the respective Parties.

14. **MUTUAL INDEMNITY:** SELLER and BUYER hereby agree to indemnify, defend and hold the other party, to the extent allowed by law, harmless against any and all liability, claims, costs or expenses arising directly or indirectly out of the covenants, representations and warranties given by the indemnifying Party to the other in this Agreement.

15. **TAX EXEMPT BOND STATUS:** The BUYER understands that the Fire Science Academy in Carlin, Nevada (the "Facility") was financed with tax-exempt bonds issued by the Nevada System of Higher Education ("NSHE") that will remain outstanding after the sale of the Facility to the State. The BUYER covenants for the benefit of the Owners of the Bonds issued by NSHE that financed the Facility and any Bonds that directly or through a series of refundings, refund those Bonds (collectively the "NSHE Bonds") that the BUYER will not take any action or omit to take any action with respect to the NSHE Bonds, the proceeds thereof, any other funds of the State, or the Facility if such action or omission would (i) cause interest on the NSHE Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code or (ii) cause interest on the NSHE Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55 (b)(2) of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the NSHE Bonds, the completion of the purchase of the Facility by the BUYER, or the termination of any lease of a part of the Facility to NSHE, until the date on which all obligations of the NSHE in fulfilling its covenant to the NSHE Bondholders related to maintaining the tax-exempt status of the NSHE Bonds have been met.

SELLER agrees to keep the BUYER notified of any and all changes in status and/or term of the tax-exempt bonds.

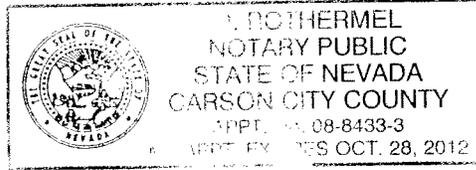
16. **AUTHORITY OF PARTIES:** Any corporation or governmental agency signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation or governmental agency, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation or governmental agency. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation

BUYER:

STATE OF NEVADA
DIVISION OF STATE LANDS

By *James R. Lawrence*
JAMES R. LAWRENCE
Administrator & Ex-Officio Land Registrar

STATE OF NEVADA)
CITY OF CARSON CITY)
SS



On November 16, 2010, personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that she executed the above instrument.

J. Rothermel
NOTARY PUBLIC

APPROVED AS TO FORM:
CATHERINE CORTEZ MASTO
Attorney General

By *Kevin Benson*
KEVIN BENSON
Deputy Attorney General

APPROVED:
NEVADA OFFICE OF THE MILITARY
NEVADA ARMY NATIONAL GUARD

By: _____
BG WILLIAM R. BURKS
The Adjutant General

Exhibit A
TO
PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTION

Situate in the County of Elko, State of Nevada

PARCEL 1:

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 20: N1/2N1/2; SW1/4NW1/4; NW1/4SW1/4; NE1/4SE1/4; SE1/4NE1/4;

EXCEPTING THEREFROM all right/title and interest in and to all coal, oil, gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, or metallic or not, of every name and nature whatsoever lying in and under said land as reserved by Elizabeth S. Simpkins, et al, in Deed recorded December 29, 1989, in Book 710, Page 145, Official Records, Elko County, Nevada.

PARCEL 2:

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 20: NE1/4SW1/4; NW1/4SE1/4; SE1/4NW1/4; SW1/4NE1/4;

EXCEPTING THEREFROM that portion of said land conveyed to Bell Telephone Company of Nevada by deed recorded November 21, 1941, in Book 51, Page 172, Deed Records, Elko County, Nevada, more particularly described as follows:

Commencing at centerline Station 226+80.3, from which point the northeast corner of Section 20, TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M., bears NORTH 50° 35'2" EAST, 2469.8 feet distant;

THENCE NORTH 15°43'44" WEST, 10.00 feet to a point on the north right of way line, the point of beginning;

THENCE NORTH 15°43'44" WEST, 100.00 feet;

THENCE NORTH 74°16'16" EAST, 100.00 feet;

THENCE SOUTH 15°43'44" EAST, 100.00 feet;

THENCE SOUTH 74°16'16" WEST, along the right-of-way line, 100.00 feet, to the point of beginning

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the State of Nevada, by deed recorded April 19, 1966, in Book 67, Page 546, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM any portion of said land lying within the exterior boundaries of the Southern Pacific and Western Pacific Railroad right-of-ways.

FURTHER EXCEPTING THEREFROM an undivided one-half (1/2) interest in and to all right, title and interest in and to all coal, oil; gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, or metallic or not, of every name and nature whatsoever lying in and under said land as reserved by Elizabeth S. Simpkins, in Deed recorded December 29, 1989, in Book 710, Page 142, Official Records, Elko County, Nevada.

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**



**A.P.N.: 005-280-002
Elko County**

Recording Requested by, To Be Returned
and tax statements mailed to:

**STATE OF NEVADA
Division of State Lands
901 South Stewart Street, Suite 5003
Carson City, NV 89601**

GRANT, BARGAIN AND SALE DEED

For and in consideration of Ten Million Dollars (\$10,000,000.00) and other valuable consideration the receipt whereof is hereby acknowledged, NEVADA SYSTEM OF HIGHER EDUCATION who acquired title as BOARD OF REGENTS OF THE NEVADA UNIVERSITY AND COMMUNITY COLLEGE SYSTEM (hereinafter "Grantor"), hereby grants, bargains sells, conveys and confirms to the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, for and on behalf of the DEPARTMENT OF MILITARY, NEVADA ARMY NATIONAL GUARD, whose address is 901 South Stewart Street, Suite 5003, Carson City, Nevada 89701. (hereinafter "Grantee"), and to the successors and assigns of the Grantee forever, all that certain real property described in Exhibit A attached hereto and by this reference made a part hereof (the "Property").

TOGETHER WITH all right, title, and interest in and to the improvements, rights, privileges, royalties, easements, reversions, remainders, rents, issues, and profits which are appurtenant to or obtained from such property, including without limitation, all water, water rights, ditches, ditch rights, and grazing rights associated with or appurtenant to such property.

Grantor acknowledges and agrees that hazardous materials may have been discharged on the subject property due to the Grantor's occupancy and use. Grantor agrees to conduct and is bound to a Phase 1 inspection as a minimum, which shall be ordered within thirty (30) days after termination of any future occupancy. Such inspection shall be provided by an approved vendor licensed and qualified to provide such inspections who is mutually agreeable to both Grantor and Grantee. The Phase 1 shall be ordered by Grantor and shall be at the expense of Grantor. If any contamination is found by the Environmental Inspector to be caused by Grantor's occupancy and use of the property, Grantor shall take proper action to assess and remediate such contamination in accordance with provisions promulgated in Nevada Revised Statutes and Administrative Code (NAC) 445A or then existing regulations used by the Nevada Department of Environmental Protection (NDEP) at time of Phase 1 Inspection. LESSEE obtaining a No Further Action letter from Nevada Department of Environmental Protection (NDEP) shall suffice as LESSEE meeting remediation obligations to LESSOR and shall have no further liability to LESSOR after NDEP's issuance of such No Further Action determination.

SUBJECT TO any and all existing easements, leases, licenses, burdens and encumbrances of public record.

TO HAVE AND TO HOLD, all and singular, the said Property, together with the appurtenances, unto the Grantee, its successors and assigns, forever.

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IN WITNESS WHEREOF, Grantor has caused this Grant, Bargain and Sale Deed to be executed effective the _____ day of _____, 2010.

NEVADA SYSTEM OF HIGHER EDUCATION

By: _____
DANIEL KLAICH
Chancellor, Nevada System of Higher Education

STATE OF NEVADA)

:ss

COUNTY OF _____)

On _____, 20____, personally appeared before me, a Notary Public, DANIEL KLAICH, Chancellor, Nevada System of Higher Education who acknowledged that (s)he executed the above instrument.

Notary Public

**EXHIBIT A
TO
GRANT, BARGAIN AND SALE DEED**

Situate in the County of Elko, State of Nevada

PARCEL 1:

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 20: N1/2N1/2; SW1/4NW1/4; NW1/4SW1/4; NE1/4SE1/4; SE1/4NE1/4;

EXCEPTING THEREFROM all right/title and interest in and to all coal, oil, gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, or metallic or not, of every name and nature whatsoever lying in and under said land as reserved by Elizabeth S. Simpkins, et al, in Deed recorded December 29, 1989, in Book 710, Page 145, Official Records, Elko County, Nevada.

PARCEL 2:

TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 20: NE1/4SW1/4; NW1/4SE1/4; SE1/4NW1/4; SW1/4NE1/4;

EXCEPTING THEREFROM that portion of said land conveyed to Bell Telephone Company of Nevada by deed recorded November 21, 1941, in Book 51, Page 172, Deed Records, Elko County, Nevada, more particularly described as follows:

Commencing at centerline Station 226+80.3, from which point the northeast corner of Section 20, TOWNSHIP 33 NORTH, RANGE 53 EAST, M.D.B.&M., bears NORTH 50° 35' 2" EAST, 2469.8 feet distant;

THENCE NORTH 15°43'44" WEST, 10.00 feet to a point on the north right of way line, the point of beginning;

THENCE NORTH 15°43'44" WEST, 100.00 feet;

THENCE NORTH 74°16'16" EAST, 100.00 feet;

THENCE SOUTH 15°43'44" EAST, 100.00 feet;

THENCE SOUTH 74°16'16" WEST, along the right-of-way line, 100.00 feet, to the point of beginning

FURTHER EXCEPTING THEREFROM that portion of said land conveyed to the State of Nevada, by deed recorded April 19, 1966, in Book 67, Page 546, Official Records, Elko County, Nevada.

FURTHER EXCEPTING THEREFROM any portion of said land lying within the exterior boundaries of the Southern Pacific and Western Pacific Railroad right-of-ways.

FURTHER EXCEPTING THEREFROM an undivided one-half (1/2) interest in and to all right, title and interest in and to all coal, oil; gas, hydrocarbons, geothermal products, and minerals, whether hydrocarbon or not, or metallic or not, of every name and nature whatsoever lying in and under said land as reserved by Elizabeth S. Simpkins, in Deed recorded December 29, 1989, in Book 710, Page 142, Official Records, Elko County, Nevada.

EXHIBIT C
To
PURCHASE AND SALE AGREEMENT



NG-30, 3621, DGM

**Fire Science Academy/Carlin Readiness Center
A.P.N. 005-280-002
Elko County**

**Return to:
DIVISION OF STATE LANDS
901 S. STEWART ST., SUITE 5003
CARSON CITY NV 89701**

LEASE AGREEMENT

IN ACCORDANCE with NRS 321.003 and in consideration of the provisions contained herein, this LEASE is made and entered into this _____ day of _____, 2010, by and between the STATE OF NEVADA, acting by and through the DIVISION OF STATE LANDS, hereinafter referred to as LESSOR, for and on behalf of the OFFICE OF THE MILITARY, hereinafter referred to as MANAGING AGENCY, and the NEVADA SYSTEM OF HIGHER EDUCATION, for and on behalf of the UNIVERSITY OF NEVADA, RENO, hereinafter referred to as LESSEE. LESSOR, LESSEE, and MANAGING AGENCY are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the STATE OF NEVADA owns property known as Fire Science Academy, located at 100 University Avenue, Carlin, Nevada 89822, APN 005-280-002, Elko County, Nevada, which property is administered by the MANAGING AGENCY; and

WHEREAS, LESSEE desires to Lease a portion of described the premises for the purpose of operating and maintaining the Fire Science Academy as an educational facility for the training of fire fighting , emergency response and other personnel; and

WHEREAS, LESSEE wishes to Lease the described premises, and agrees to occupy the described premises in an "as is" condition; and

NOW THEREFORE, for and in consideration of the rents herein described and the covenants, terms and conditions herein contained, the parties further understand and agree as follows:

- 1. PREMISES:** LESSOR does by these presents Lease unto LESSEE a portion of approximately 72,262 +/- square feet of building(s) and 30.3 acres of land as outlined in the attached Exhibit "A" and as described in subparagraph a below ("exclusive use") on an exclusive basis SUBJECT TO the right of the LESSOR and MANAGING AGENCY to enter upon, cross and recross the land described in subparagraph a below for purposes of access, ingress, and egress to the LESSOR'S AND MANAGING AGENCY'S exclusive and shared use portions of the PREMISES at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with LESSEE'S use of the PREMISES. and as described in subparagraph b below on a shared use basis. (The approximately 72,262 +/- square feet of building(s) and 30.3 acres of land as outlined in the attached Exhibit "A" is referred to herein as the "Parcel"). The subject buildings involve both exclusive LESSEE use (27,998 +/- sq. ft. of

exclusive use buildings) and shared use between the LESSEE and the LESSOR, on behalf of the MANAGING AGENCY further defined as:

a. LESSEE Exclusive Use

- i. Prop Fields (19.36 Acres)
- ii. Administration Building (8,448 sq. ft.)
- iii. Turnout Building (11,782 sq. ft.)
- iv. 40% (north portion) of the Firehouse (3,888 sq. ft.)
- v. Apparatus Storage (3,880 sq. ft.)
- vi. Fire Water Supply & Treatment specifically for Props Field and Labs
- vii. Lay Down Yard (10.94 Acres)

b. LESSEE and LESSOR Shared Use

- i. Class Room Building
- ii. Food Service Building
- iii. Residence Building (bunk house)
- iv. Existing Parking Lot
- v. Main Entrance to Facility
- vi. Quadrangle Area
- vii. Domestic water supply and sewage treatment

The exclusive use area of the PREMSIS may be modified, adjusted, and amended in writing and upon mutual agreement of the PARTIES.

2. **USE OF THE PREMISES:** The premises will be used for administrative purposes and for fire, emergency response and related training and services provided by LESSEE as previously conducted by Lessee on the premises. All activities must be compatible with and not interfere with LESSOR and MANAGING AGENCY'S continued use of the site. Should LESSOR or the MANAGING AGENCY notify LESSEE of any incompatible activity or interference, the activity will cease immediately. Other than for uses described in the first sentence of this paragraph, LESSEE shall not permit the premises to be used by any group not authorized by LESSOR. LESSEE shall not permit the premises to be used for any business or commercial enterprises, or for any other purpose, without the written consent of LESSOR. LESSEE agrees to notify MANAGING AGENCY of all accidents and health or other life safety issues occurring on both the exclusive use and shared use portion of the PREMISES within 24 hours of occurrence or discovery.
3. **TERM:** The term of this Lease is 20 years, commencing on January 1, 2011 or upon approval by the Board of Examiners and Interim Finance Committee, whichever is later, and ending December 31, 2031, unless sooner terminated in whole or in part as hereinafter provided.
4. **HOLDOVER TENANCY:** If LESSEE holds possession of the premises after the term of this Lease or any renewal thereof, this Lease shall become a month-to-month Lease on the terms herein specified.

5. **CONSIDERATION:** In consideration for this LEASE, the LESSEE agrees to pay for the leased space as follows:

a. January 1, 2011 or upon approval by the Board of Examiners and Interim Finance Committee, whichever is later, through June 30, 2011: Rent Offset

b. July 1, 2011 through December 31, 2031: Fair Market Value less any credits agreed to by LESSOR.

c. As of Fiscal Year 2011, the building lease rate is established at \$1.02 per square foot per month. Using the current square footage of the exclusive use buildings (27, 998 sq. ft.) the building rental is \$28,559 per month or \$85,677 per quarter. Added to that is the land valuation based on an appraisal by Johnson, Perkins and Associates, dated October 7, 2009. The Lease Rate for the 30.3 acres underlying the Prop Field, and Laydown Yard, is \$1,270 per month. or \$3,810 per quarter **Total Base Lease Rate is \$29,829 per month or \$89,487 per quarter.** Additionally, LESSEE will be charged \$0.05 per square foot for each day used of the shared use facilities by LESSEE. This fee will include the reasonable use of the adjoining hallways, walkways, and restrooms, which shall not be included in computing the daily rent.

d. Credits to be applied to Base Rent:

1. O&M services provided by the MANAGING AGENCY (Appendix "B"): Credit will be calculated on a quarterly basis, for the proportionate share of the LESSEE'S exclusive use portion of the premises and for Lessee's actual use of the shared use portion of the Premises, exclusive of the operations and maintenance costs for the Prop Fields and attendant equipment and/or facilities. Credit for O&M Services for

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Fiscal Year 2011 is established at \$0.67 per square foot per month establishing an ADJUSTED BASE LEASE RATE of \$0.35 per square foot per month. This credit will continue for as long as O&M Services receive appropriated funding at the levels established in Fiscal Year 2011. Annually, the LESSOR, MANAGING AGENCY and LESSEE will meet to review and agree upon the credit calculations prior to application of the credit toward the BASE LEASE RATE. Any credit applied to the BASE LEASE RATE of \$1.02 per square foot per month will be based on the previous fiscal year's actual expenditures taking into account the appropriated funding for the current fiscal year's O&M. If O&M appropriations are not sufficient to meet the O&M needs, the credit toward the \$1.02 per square foot per month BASE LEASE RATE will be adjusted accordingly.

2. For the use of Personal Property provided by LESSEE for MANAGING AGENCY use will be identified and the amount of credit applied will be agreed to by mutual consent of the LESSOR, MANAGING AGENCY and LESSEE prior to July 1, 2011.

3. Actual costs including permit and inspection fees for the decommissioning and closure of up to three (3) water wells at the site of the proposed Armory to be utilized by the MANAGING AGENCY.

e. Base Rent shall be reevaluated, reassessed and adjusted every five (5) years on the same basis as determined in Paragraph 5c. The first re-evaluation will be due January 1, 2016. Should LESSEE dispute a proposed fee increase, the dispute may be resolved by an appraisal of the fair market value of the occupancy and use and other actions as

required by law. The parties may by mutual agreement select an independent licensed appraiser to determine the fair market value. The LESSEE shall pay for the appraisal and any associated costs.

6. **LEASE PAYMENTS:** All Lease payments will be paid to the LESSOR or its authorized agent by the 10th day of the first month of each quarter (July 10, October 10, January 10, April 10) this LEASE is in effect beginning July 1, 2011. The Lease payment attributed to the exclusive use portion of the property, including the payment attributed to the land, shall be made in advance each quarter. The Shared Use Lease payment shall be paid in arrears each quarter based on actual use.

7. **OPERATION AND MAINTENANCE (O&M):** The parties shall conduct a joint inventory of the premises prior to the effective date of this Agreement. Prior to conducting this inventory, the LESSEE agrees to provide the MANAGING AGENCY with any existing information pertaining to the condition and maintenance of PREMISES that the MANAGING AGENCY may require.

- a. LESSEE to supply O&M services for the property outlined on the attached Exhibit "B" to the extent LESSEE has been appropriated O&M funding for the 2010-2011 fiscal year by the State of Nevada. Such responsibilities shall commence upon the date listed under paragraph 3 and will continue through June 30, 2011. LESSEE shall have no obligation for the cost of O&M services in excess of amounts to be credited to rent under Paragraph 5(d)(1)

except and to the extent such excess is attributable to LESSEE's use of the premises other than as described in the first sentence of Paragraph 2.

- i. Fiscal years 2012 through 2013, starting July 1, 2011, LESSEE agrees to request O&M funding for the property outlined on the attached Exhibit "B". With the approval of the 2011 Legislature this funding is proposed to be transferred to the MANAGING AGENCY during the budget process. For the remaining term of the Lease, State O&M funding will be used by the MANAGING AGENCY and LESSEE to enter into a contract/agreement for continued O&M services to be provided by the LESSEE at the expense of the MANAGING AGENCY. MANAGING AGENCY's future proposed 5,500+/- square foot building shall be the sole responsibility of the MANAGING AGENCY for any and all O&M services unless otherwise agreed to in writing by the parties of this LEASE.
- ii. Before July 1, 2012, LESSEE and MANAGING AGENCY will evaluate LESSEE O&M management of the property. If LESSEE and MANAGING AGENCY reasonably agree that LESSEE is properly managing the property, LESSEE shall continue to provide O&M management and services for the PREMISES to the extent MANAGING AGENCY provides the funding to maintain the property, defined on Exhibit "B", for the future. LESSEE and MANAGING AGENCY agree this process will take place on or

before July 1 annually thereafter to evaluate services. If, during any of the annual meetings, as defined in this paragraph, it is found that LESSEE is not managing the property to MANAGING AGENCY'S reasonable satisfaction, MANAGING AGENCY will assume O&M management responsibilities as of the start of the next new biennium unless otherwise agreed to by the parties to this agreement in writing.

b. LESSEE AND MANAGING AGENCY agree to meet at least annually, in March or other time mutually agreed to by MANAGING AGENCY AND LESSEE, to discuss scheduling use of the shared use facilities. MANAGING AGENCY AND LESSEE shall meet to schedule known classes, meetings, and/or events in the Shared Use Facilities for the next fiscal year July 1st- June 30th. Any time not scheduled shall be considered open scheduling. Open Scheduling can be reserved, with five (5) business days written notice to the other party, In the event there is a schedule conflict, preference will be given to the scheduling for the MANAGING AGENCY. LESSEE shall facilitate the scheduling with MANAGING AGENCY contacting the Administrative Services Officer for the Office of the Military. The current annual schedule for each year may be reviewed at any time by contacting the Director of the Fire Science Academy.

c. LESSEE and MANAGING AGENCY agree that capital improvements/replacements not normally included in the O&M funding

shall be submitted through the State of Nevada's CIP process by MANAGING AGENCY and improvements/replacements shall be completed upon funding approval. Prop Field and Process Water Treatment systems designated for Prop Field are excluded from such CIP process and will be the sole responsibility of LESSEE.

8. **ALTERATIONS, ADDITIONS, AND IMPROVEMENTS:** LESSEE to accept PREMISES "As Is" in its current condition as already occupied by LESSEE. MANAGING AGENCY agrees to be responsible for costs incurred to separate space for exclusive use or jointly inhabit shared space. LESSEE may request, at any time during the Lease term, subject to the prior written approval of LESSOR, and entirely at LESSEE'S expense, to make alterations, additions or improvements in and to the Leased premises and buildings. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Leased premises or buildings. Improvements shall be paid for by the LESSEE unless the LESSOR agrees to provide certain improvements through the State of Nevada budgetary process. Improvements to the PREMISES shall comply with applicable laws, regulations and codes and shall only be made with the prior written approval of the LESSOR. The parties shall review and accept in writing the completed inventory of fixtures and furnishings attached hereto as EXHIBIT B. All improvements on or in the Leased premises at the commencement of the Lease term, and any that may be

erected or installed therein, are or shall become part of the premises, except that all movable fixtures installed by LESSEE or MANAGING AGENCY shall be and remain their property and shall not become the property of LESSOR.

9. **WASTE AND NUISANCE:** The LESSEE agrees that it will not commit or permit waste at the PREMISES and shall allow no nuisances to exist or be maintained thereon. The LESSEE shall keep the PREMISES in safe, neat and clean condition.
10. **PROPERTY DAMAGE:** LESSEE, its successors and assigns, agrees to indemnify, defend and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, property damage or for loss of life or property resulting from, or in any way connected with the condition or use of the premises covered herein, including any hazard, deficiency, defect or other matter, known or unknown, or connected with the use of the premises and other related activities, except as noted in paragraph 11 below. In the event that PREMISES or appurtenances thereto are for any cause destroyed or damaged beyond repair by and the damage is not covered by insurance, the LESSEE, at its sole expense and within a reasonable time, shall replace the same with improvements and facilities of the same kind and purpose, and of at least the same quality, size and capacity as those damaged or destroyed or remove the damaged improvements to the satisfaction of the MANAGING AGENCY. Until the destroyed or damaged portions are fully and permanently rebuilt or replaced, LESSOR shall not be responsible for providing LESSEE with an alternate or temporary facility. LESSEE, at its sole

expense, shall pay for building permits, land modifications, and other acts which are required by law, regulation or code.

11. INDEMNIFICATION: LESSEE its successors and assigns, and/or its agent(s) or contractor(s) understand and agree to indemnify, defend, and hold harmless LESSOR , MANAGING AGENCY, and its agents and employees from any and all liability claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the condition or use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of items on PREMISES arising out of any alleged negligent or willful acts or omissions of LESSEE, its officers, employees, agents or contractors, except that the assurances offered by LESSEE pursuant to this paragraph do not extend to and do not waive any defenses available to it by law to any hazard, deficiency, defect or other matter discovered during any environmental evaluation conducted, provided LESSEE has complied with all the terms and conditions of Paragraph 26b. This indemnification does not exclude the LESSOR or MANAGING AGENCY's right to participate in its defense of a matter subject to this indemnification, at its own cost.

MANAGING AGENCY, their successors and assigns, and/or their agent(s) or contractor(s) understand and agree to indemnify, and hold harmless LESSEE, and

its agents and employees from any and all liability claims, actions, damages, losses, and expenses, including, without limitation, for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the condition the shared used portion of the premises or MANAGING AGENCY's use of the premises covered herein, including any hazard, deficiency, defect, or other matter, known or unknown, or connected with the construction, location, installation, use, operation, inspection, future maintenance, repairs, reconstruction and removal of items on PREMISES arising out of any alleged negligent or willful acts or omissions of MANAGING AGENCY, their officers, employees, agents or contractors.

12. **INSURANCE:** LESSEE, at its expense, will insure its tangible assets located within the described property against any loss with extended coverage policies. LESSEE shall, at its own expense, obtain and keep in force during the term of this Lease, a policy of Combined Single Limit Bodily Injury and Property Damage Insurance insuring LESSEE against any liability arising out of the use and maintenance of the described property and all other areas appurtenant thereto. LESSOR shall be named as an additional insured on any such policies. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The limits of said insurance shall not limit the liability of LESSEE hereunder. If LESSEE is self-insured, LESSEE shall provide proof acceptable to the LESSOR'S Risk Manager of sufficient levels of coverage upon commencement of the Lease term.

Additionally, the LESSEE shall procure and maintain a Premises Pollution Liability Insurance policy provided on a claims-made basis with a \$50,000 deductible, \$1,000,000 per pollution condition, \$1,000,000 aggregate on all pollution conditions. Said policy shall name the State of Nevada as an additional Insured and be carried in full force and effect for the term of this LEASE and until the conditions of Paragraph 26 are met and fully complied with. Said policy has been quoted at an annual premium of \$15,104 per year for the base year (inclusive of commission; exclusive of premium taxes and TRIA coverage). Should the cost of the annual renewal on said policy be in excess of eight percent (8%), LESSOR'S Risk Manager and LESSEE'S Risk Management will discuss options including, but not limited to, mutually exclusive agreement on shared costs with respect to renewal of the existing policy, to be agreed upon by the LESSOR and MANAGING AGENCY, or LESSOR'S Risk Manager will agree to allow LESSEE to provide evidence of self-insurance to cover any potential environmental loss arising from the LESSEE'S occupancy and use of the PREMISES. The insurance requirements herein are minimum requirements for this paragraph and in no way limit the indemnity covenants contained in this LEASE.

The LESSOR in no way warrants that the minimum limits contained herein are sufficient to protect the LESSEE from liabilities that might arise out of this LEASE.

13. **TAXES:** LESSEE shall use the Leased premises only for the purposes heretofore stated and it is understood and agreed that should any taxes be due or owing upon the Leased premises as a result of the LESSEE'S occupation of the property, LESSOR shall have no responsibility to pay them. LESSOR shall also have no responsibility to pay any personal property taxes because of any personal property brought upon or used in connection with the Leased premises, and LESSEE will indemnify LESSOR therefore should such taxes at any time be assessed.
14. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign or sublease any portion of the Leased premises unless allowed under advance written approval by LESSOR.
15. **WARRANTIES:** LESSOR makes no warranty as to the condition of or the adequacy of the Leased premises for the proposed uses of LESSEE.
16. **ENTRY AND INSPECTION:** LESSEE shall permit the LESSOR or MANAGING AGENCY or their agents to enter upon the premises at any time, with reasonable notice, for the purpose of inspecting the same.
17. **WAIVER:** The failure of LESSOR to insist upon strict performance of any of the covenants and agreements to this Lease or to exercise any option herein conferred in any one or more instance, shall not be construed to be a waiver or relinquishment of any such covenants and agreements.
18. **REMEDIES:** The remedies given to LESSOR or MANAGING AGENCY shall be cumulative, and the exercise of any one remedy by LESSOR or MANAGING AGENCY shall not be to the exclusion of any other remedy.

19. **CHOICE OF LAW:** The parties agree that this Lease is governed by the laws of the State of Nevada.
20. **ORDINANCES AND STATUTES:** LESSEE shall comply with all city and county ordinances, as well as statutes and requirements of all State or Federal authorities now in force or which may hereinafter be put into force pertaining to use of the premises by LESSEE.
21. **PERMITS AND APPROVALS:** This LEASE is subject to the acquisition of all local, regional, state and federal permits and approvals as required by law. LESSEE agrees to obtain and adhere to all the conditions of the necessary and required permits. Permits issued by various agencies will be maintained for the operation of the entire facility covered under this LEASE. The permits to be maintained and permit fees paid include:
- a. LESSEE maintained Permits for the LESSEE exclusive use portion of the facility include but are not limited to:
 - i. Department of Wildlife Industrial Artificial Pond Permit
 - ii. State Fire Marshall Fire Extinguisher Fill Permit
 - iii. Hazardous Materials Storage Permit
 - iv. Nevada Department of Environmental Protection Authorization to Discharge (related to the Fire Water storage and treatment)
 - v. Nevada Department of Environmental Protection Class II Air Quality Operating Permit

b. MANAGING AGENCY maintained permits for facility Operations and Maintenance include but are not limited to:

- i. Nevada Department of Environmental Protection Domestic Water Permit
- ii. Nevada Department of Environmental Protection Authorization to Discharge (related to storage and treatment of domestic waste treatment package sewage treatment plant)
- iii. State Fire Marshall Boiler/Pressure Vessel Operating Permit
- iv. State of Nevada Food Establishment Permit

FURTHER, LESSEE agrees to provide MANAGING AGENCY copies of all reports required under the conditions of the various permits held by the LESSEE for their activities on the exclusive use portion of the PREMSIS, including but not limited to periodic written reports (monthly, quarterly, and/or annual), monitoring reports, and test results.

22. **ATTORNEY FEES:** In the event that any lawsuit should be brought for recovery of the premises or for any sum due herein or because of any act which may arise out of the possession by LESSEE, the LESSOR or MANAGING AGENCY shall be entitled to all costs incurred in connection with such action including a reasonable attorney fee.

23. **EFFECTIVE DATE:** This Lease shall not become effective unless and until the approval of the State Board of Examiners and the Interim Finance Committee has

been secured as required by NRS. 322.007 and by the Board of Regents of the LESSEE. If the Board of Regents, in its sole and absolute discretion, does not approve the terms of the lease, the lease offer made herein shall be deemed null and void without the necessity of further documentation and shall be deemed to be of no binding effect whatsoever.

24. **AMENDMENT OR MODIFICATION:** This Lease may be amended or modified at anytime with the mutual consent of the parties hereto, which amendment or modification must be in writing executed and dated by the parties hereto.

25. **LEASE EXTENSION:** This Lease may be extended for additional terms with the consent of the parties. LESSEE must request such extension in writing at least six (6) months prior to the expiration of the Lease term. This Lease may be extended in up to two (2) additional terms of ten (10) years each, with or without modifications, with the consent of the parties hereto and with such approvals as may be required by law

26. TERMINATION:

a. **General Condition of Property:** LESSEE shall surrender the Premises by the end of the last day of the Term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. Within 30 days after receiving written notice from LESSEE of its intent to terminate the lease, LESSOR can deliver a written notice to LESSEE requiring LESSEE to remove any or all above ground props from the prop field. If written request is not received from

LESSOR within such 30 days, LESSEE, at LESSEE's option, may either remove or leave any parts of the prop fields. Requirements under 26b to mitigate environmental conditions, if any, will supersede any requirements or conditions by either LESSEE or LESSOR in regards to the prop field structures.

b. **Environmental Inspection (Phase 1):** A Phase 1 inspection shall be ordered within thirty (30) days after termination of this Lease. Such inspection shall be provided by a mutually approved vendor licensed and qualified to provide such inspections. The Phase 1 shall be ordered by LESSEE and shall be at the expense of LESSEE.

1. If any contamination is found by the Environmental Inspector to be caused by LESSEE, LESSEE shall take proper action to assess and remediate such contamination in accordance with provisions promulgated in Nevada Revised Statutes and Administrative Code (NAC) 445A, or successor statute or regulations used by the Nevada Department of Environmental Protection (NDEP) at time of Phase 1 Inspection. LESSEE obtaining a No Further Action letter from Nevada Department of Environmental Protection (NDEP) shall suffice as LESSEE meeting remediation obligations to LESSOR and shall have

no further liability to LESSOR after NDEP's issuance of such No Further Action determination.

2. It is understood and agreed to by the LESSEE that the terms and conditions of Paragraphs 11 and 26b will survive the termination of this LEASE and will remain in full force and effect until such time as the conditions are fully met.

- c. **Assistance by LESSOR:** LESSOR agrees to use diligent efforts to assist LESSEE or the MANAGING AGENCY in 1) transferring to MANAGING AGENCY any then current O&M appropriation, or 2) with any new application for O&M appropriation for the property.

27. **OPTION TO TERMINATE:** This LEASE may be terminated upon mutual consent of the parties. In the event of termination, it is agreed that any interest that LESSEE may have in said premises shall thereupon terminate, SUBJECT TO the provisions of Paragraphs 11 and 26, and shall revert to LESSOR, its successors and assigns, and that LESSOR shall have no further obligation to LESSEE. If after the effective date of this LEASE, LESSEE fails to be appropriated sufficient state and/or federal funding for the purpose of maintaining the programs of the LESSEE, a determination to be made by the President of the University of Nevada, Reno in his/her sole and absolute discretion, LESSEE can terminate this LEASE. LESSOR hereby agrees to this Option to Terminate for the sole reason of insufficient funding

for the purpose of maintaining the programs of the LESSEE and agrees to hold LESSEE harmless from any penalty, charge or sanction, with the exceptions of the provisions of Paragraphs 11 and 26, and LESSEE agrees to provide to LESSOR at least six months written notice of its decision to terminate the LEASE. FURTHER, if after the effective date of this LEASE, if LESSOR or MANAGING AGENCY fails to be appropriated sufficient state and/or federal funding for the purpose of maintaining PREMISES and/or the programs of the MANAGING AGENCY and continuation will likely constitute a violation of the Anti-Deficiency Act, , a determination to be made by the LESSOR in his/her sole and absolute discretion and in consultation with the MANAGING AGENCY, LESSOR, on behalf of MANAGING AGENCY, can terminate this LEASE. LESSOR agrees to provide LESSEE at least six months written notice of the decision to terminate the LEASE. LESSEE hereby agrees to this Option to Terminate for the sole reason of insufficient funding and avoiding violations of the Anti-Deficiency Act for the purpose of maintaining the PREMISES and/or programs of the LESSOR or MANAGING AGENCY and agrees to hold LESSOR and MANAGING AGENCY harmless from any penalty, charge or sanction. LESSEE understands and agrees that termination in such a case does not release it of its obligations under the provisions of Paragraphs 11 and 26. In the event of termination for insufficient funding, LESSOR agrees to provide to LESSEE at least six months written notice of its decision to terminate the LEASE.

28. DEFAULT/BREACH: In the event of any failure by LESSEE to keep and comply with any of the terms, covenants or provisions of this LEASE or any breach by LESSEE, LESSEE shall have 90 days from the receipt of written notice of such default or breach within which to remove or cure said default or breach. This time to cure may be extended by MANAGING AGENCY if it appears that LESSEE is diligently attempting to remove or cure the default or breach, but cannot reasonably do so in the allotted time. In the event of breach or default by LESSEE, which is not removed or cured within the time limits set forth above, LESSOR may, in addition to any other right of reentry or possession and at LESSOR'S sole option, consider the LEASE forfeited and terminated and may reenter and take possession of the leased premises, removing all persons and property there from with prior notification to LESSEE so that arrangements concerning the removed property can be made. In the event of such forfeiture and termination of this LEASE, LESSOR shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this LEASE agreement. Forfeiture and termination of the LEASE under the provisions of this clause shall not release the LESSEE from the provisions of Clauses 11 and 26 of this LEASE.

29. SIGNAGE: LESSEE to retain existing signage at entrance of complex (or to be reasonably co-located with LESSOR) and upon buildings to remain occupied by lessee on an exclusive or shared use basis. Any additional LESSEE signage shall require approval of LESSOR or MANAGING AGENCY.

30. **LIMITED LIABILITY:** LESSOR, LESSEE, and MANAGING AGENCY will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. In any case, LESSOR, LESSEE, and MANAGING AGENCY shall assert a defense of sovereign immunity.

31. **WEED ABATEMENT:** LESSEE agrees to monitor and abate noxious weeds and invasive plants, as prescribed by state and local laws and ordinances, on the exclusive use portion of the PREMISES to eradicate the existing population and prevent their spread to other locations. LESSEE agrees to provide timely notification to the MANAGING AGENCY of its abatement actions and monitoring activities.

IN WITNESS WHEREOF, the parties hereto have subscribed this Lease the day and year first above noted.

LESSOR:

**STATE OF NEVADA
DIVISION OF STATE LANDS**

By _____
JAMES R. LAWRENCE
Administrator & Ex-Officio Land Registrar

STATE OF NEVADA)
 ss
CITY OF CARSON CITY)

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

NOTARY PUBLIC

Deputy Attorney General

APPROVED:

BOARD OF EXAMINERS

By: _____

Date: _____

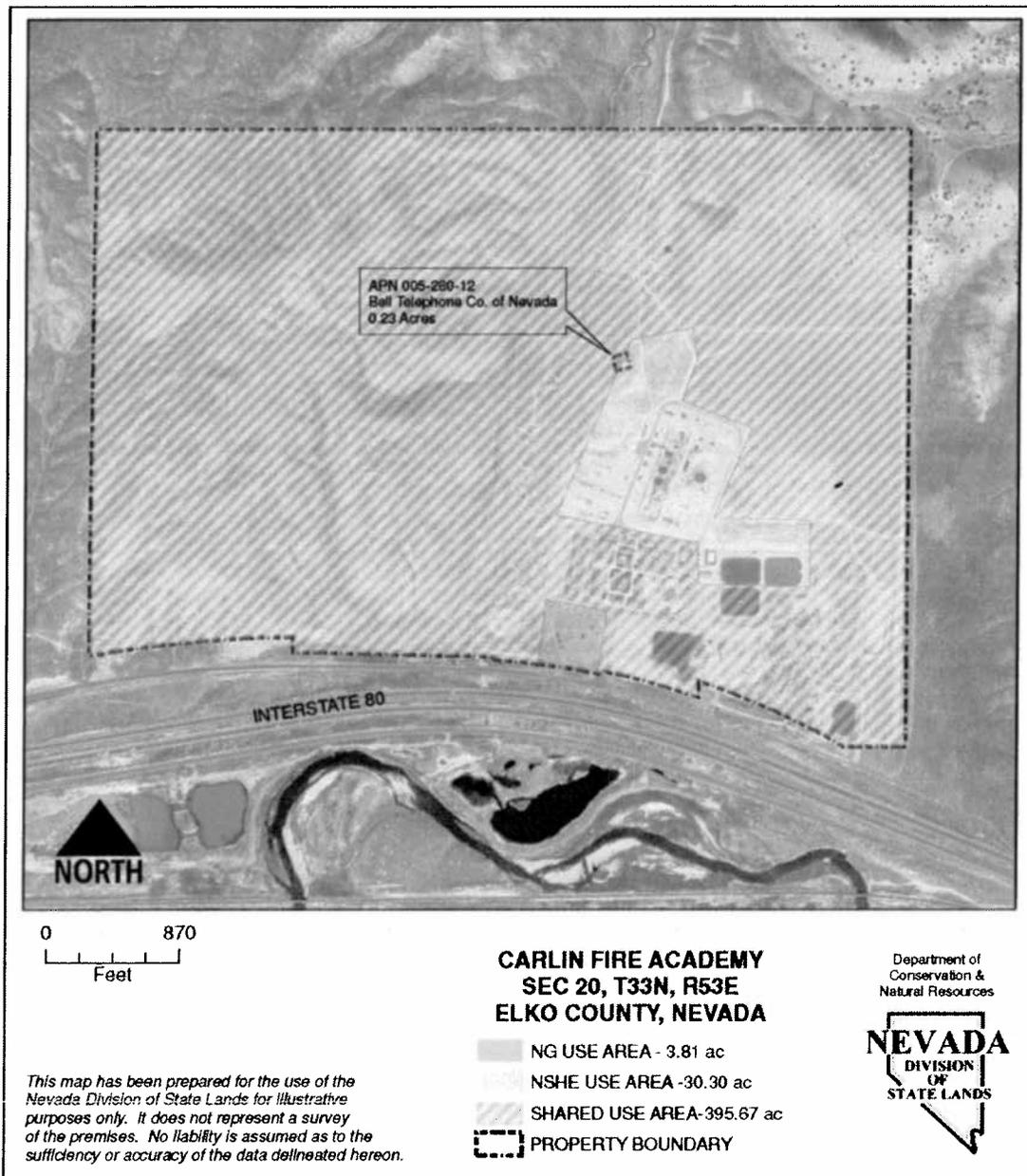
APPROVED:

**INTERIM FINANCE
COMMITTEE**

By: _____

Date: _____

APPENDIX A LEASE AREA



APPENDIX B OPERATIONS AND MAINTENANCE SERVICES DEFINED

Upon receiving adequate O&M funding from managing agency, routine operation, repair and maintenance of the following systems including but not limited to:

- Domestic water supply
- Domestic waste treatment
- Back flow prevention
- Electrical service – commercial lights and power
- Electrical service – security and life safety
- Plumbing service
- Heating, ventilation and air conditioning (HVAC)
- Metasys centralized control system
- Emergency generators (4)
- Fire protection systems, including facility extinguishers
- Telecommunications and data backbones
- Vehicle fuel delivery system
- Building Maintenance
 - Janitorial services and supplies
 - Caulking
 - Doors and locks
 - Flooring
 - Drywall
 - Painting
 - Window washing
 - Leak prevention
 - Exterior building cleaning and sealing
 - Roof maintenance – sealing and caulking
- Property Maintenance
 - Snow removal
 - Storm drains and run off system
 - Roadways – clean, snow removal, signage, striping and marking
 - Sidewalks – clean, snow removal, repair
 - Pest control
 - Signage
- Landscaping
 - Irrigation
 - Weed abatement
 - Plant care and maintenance
- Utilities – electric, propane, water, trash
- O&M equipment
- O&M assigned employees



Summary of Changes for Chapter 0500 Section 0504

Claims will be denied if investigation reveals that the vehicle was not being used in the course and scope of employment or if the employee does not possess a current valid driver's license or the employee was under the influence of alcohol, illegal drugs or prescription drugs with driving restrictions at the time of an accident, [or the employee violates provisions within Nevada statutory or state administrative codes](#) and the agency does not have or enforce adequate internal controls and procedures to prevent this type of activity. The Risk Manager will have the discretion to waive this exclusion if exceptional circumstances are presented. If a decision is made to cover the physical damage costs under these circumstances, the Risk Manager will seek reimbursement from the employee.

Summary of Changes for Chapter 1322

Chapter 1322 is a new requirement related to state vehicle utilization. Pooled administrative vehicles must be used 80% of the available time or driven a minimum of 8,400 miles annually; individually assigned administrative vehicles must be used a minimum of 75% of the available time or driven a minimum of 4,800 miles annually; maintenance vehicles must be used a minimum of 50% of the available time during the season of usage; public safety and specialty use vehicles are exempt from minimum usage requirements.

SAM 1322 - Vehicle Utilization Requirements

The utilization policy is applicable to any motor vehicle which is self-propelled (but not operated on rails), used upon a highway for the purpose of transporting persons or property with a gross vehicle weight rating (GVWR) of 8500 pounds or less. GVWR is the maximum allowable total mass of a road vehicle or trailer when loaded – i.e., including the weight of the vehicle itself plus fuel, passengers, cargo, and trailer tongue weight

Agencies are required to assign each vehicle that is operated within the span of their control to a specific utilization group. This policy applies to all vehicles that are owned or leased by the department, division or agency.

The utilization table and agency fleet assessment worksheet are available by accessing the following links: [Fleet Assessment Worksheet](#) and [Vehicle Utilization Table](#)

Group 1 - Pooled Administrative Vehicles

Description:

A vehicle that is not assigned to a specific driver or function. Vehicles utilized by multiple drivers should be assigned to this group.

Vehicle Types:

Sedans, sport utility vehicles, minivans and pick-up trucks that are primarily used to transport people and general cargo to conduct routine state business

Minimum Usage:

Vehicles in this category must be used a minimum of 80% of the available time or be driven a minimum of 8400 miles annually.



Group 2 - Individually Assigned Administrative Vehicles

Description:

Vehicles assigned to an individual driver or function.

Vehicle Type:

Sedans, sport utility vehicles, minivans and pick-up trucks that are primarily used to transport people and general cargo to conduct routine state business

Minimum Usage

Vehicles in this category must be used a minimum of 75% of the available time or be driven a minimum of 4800 miles annually.

The department / agency must maintain documentation why the vehicle is assigned to an individual driver or function.



Group 3 - Maintenance and Support / Contractors Equipment

Description:

This category is intended for vehicles that are primarily stationed at a specific location and will not get a lot of public road travel.

These vehicles are generally used by maintenance / support personnel at a campus, large facility, park, prison etc

Minimum Usage

Vehicles in this category must be used a minimum of 50% of the available time during the season of usage.

The department / agency must establish and document the season of usage.



Group 4 - Public Safety

Description:

Vehicles in this category are used to protect life or public property and must have specialty equipment installed to support public safety operations or have official markings identifying them as an official public safety vehicle.

Minimum Usage

Exempt



Group 5 - Specialty

Description:

Vehicles in this category are specialty vehicles that are not suitable for general use. They are basically a “mobile tool box” or “mobile work station”. Vehicles in this category perform a specific function and / or have specialty equipment installed e.g., truck mounted tool boxes, cranes / hoists, welders, water tanks, telecommunications equipment, laboratory equipment etc.

Minimum Usage

Exempt

Exemptions

- A. Exemption requests must be approved by the Clerk of the Board of Examiners. Departments are required to maintain authorized exemptions per their respective records retention schedule. Exemptions may be granted for vehicles that are mission critical as determined by the respective department head.
- B. Vehicles purchased or acquired with grant funds maybe exempt with the approval of the Clerk of the Board of Examiners if the grant specifically requires the vehicle to only be used for programs approved by the grant.

Documentation and Justification

- A. Departments / agencies must maintain per their respective records retention schedule documentation illustrating they have:
1. Ensured each vehicle has been assigned to a utilization group per the utilization table
 2. Justified assignment / ownership of each individual vehicle assigned to their department / agency
 3. Documentation to support any exemptions granted
 4. Yearly review of each vehicle(s) annual utilization and justification for assignment or ownership

For Budget Division Use Only
 Reviewed by: *[Signature]*
 Reviewed by: *[Signature]*
 Reviewed by: *JEM*

STATEWIDE LEASE INFORMATION

1. Agency: Office of the Attorney General
 100 N. Carson Street
 Carson City, Nevada 89701-4717
 Contact: Debra Crowley, 775-684-1110 Fax 775-684-1108

2. Name of Lessor: Kietzke 5420 LLC, A Nevada Limited Liability Company
 Contact: Donald T. Clementson, Managing Member, 775-771-0188
 Fax: 775-852-5077

3. Address of Lessor: 4991 W. Albuquerque Rd
 Reno, Nevada 89511

4. Address of Lease property: 5420 Kietzke Lane, Suites 200 & 202
 Reno, Nevada 89509

a. Square Footage: 11,279 usable square feet
 b. Cost:

Now WAS DIFF

cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
\$19,851.04	12	\$238,212.48	07/01/10 - 06/30/11	\$1,760
<i>20414.99</i>	<i>12</i>	<i>244979.88</i>		<i>1.81</i>
<i>56395</i>	<i>12</i>	<i>676740</i>		<i>1.05</i>

Now WAS DIFF

c. Total Lease Consideration: \$238,212.48
 d. Rental Adjustments: None
 e. Term: One (1) year
 f. Option to renew: Yes
 g. Utilities: Lessor
 h. Janitorial: Lessor
 i. Major repairs: Lessor
 j. Minor repairs: Lessor
 k. Taxes: Lessor
 l. Comparable costs: \$1.25 - \$1.90
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: 1030/04; 1030/21 wefu; 1033/04 ifu; 1041/04

5. Purpose of the lease: To house the Office of the Attorney General.

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

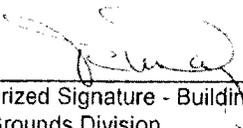
Remarks: LANDLORD VOLUNTARY LEASE RATE REDUCTION. A savings of \$6,767.40 for FY 11. *at 56395 per mo for 12 mos.*
2010 rates maintained in 2011.
6/30/11 - Lease Expires

LEASA#1

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20081509541
b.	The Contractor is registered with the Nevada Secretary of State's Office as:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes _____ No <input checked="" type="checkbox"/>
	*If yes, please explain:	_____
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No _____
	*If no, please explain:	_____
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No _____



 Authorized Signature - Buildings and Grounds Division

Date

 10/12/10

 Authorized Signature - Agency

Date

For Board of Examiners Yes _____
 No _____

X

LEASE #1

For Budget Division Use Only	
Reviewed by:	_____
Reviewed by:	_____
Reviewed by:	_____

STATEWIDE LEASE INFORMATION

1. Agency: Department of Information Technology
400 West King Street, 3rd floor
Carson City, Nevada 89701
Telephone: (775) 684-5805; Fax: (775) 684-5846
Contact person: Chris Apple 775-684-5805

2. Name of Lessor: Charles and Anne Chester
Contact: 775-738-6125; Fax: (775) 738-6954

3. Address of Lessor P.O. Box 278
2950 Mountain City Highway
Elko, Nevada 89803

4. Address of Lease property: 2950 Mountain City Highway, Elko, Nevada

a. Square Footage: 1,500 usable square feet (1,000 sf warehouse space and 500 sf of office space)

cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot
\$1,545.00	12	\$18,540.00	January 1, 2011 - December 31, 2015	\$1.030

c. Total Lease Consideration: ~~\$18,540.00~~ **\$72,700**

d. Rental Adjustments None

e. Term: Five (5) years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Tenant

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable costs: \$1.03 - \$1.665

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 1388

5. Purpose of the lease: To house the Department of Information Technology, Network Transport Services.

6. This lease constitutes:
- An extension of an existing lease
 - An addition to current facilities (requires a remark)
 - A relocation (requires a remark)
 - A new location (requires a remark)
 - Remodeling only
 - Other

a. Estimated moving expenses: n/a Furnishings: n/a Data/Phones: n/a

Remarks:

RECEIVED
NOV 10 2010
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION
[Signature]

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a. Nevada Business ID Number:	NV20101719328	
b. The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>	
c. Is the Contractor Exempt from obtaining a Business License:	Yes	No <input checked="" type="checkbox"/>
*If yes, please explain:		
d. Is the Contractor's Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/>	No
*If no, please explain:		
e. Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/>	No
*If no, please explain:		
f. Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/>	No

[Signature]
 Authorized Signature - Buildings and Grounds Division _____ Date

[Signature] 11/4/10
 Authorized Signature - Agency _____ Date

For Board of Examiners Yes
 No

LAOAH#2

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: DETR Contractor Name: Wells Fargo Financial Leasing
Agency Code: 908 Address: 65 S. Sycamore Street Suite #2
Appropriation Unit: 4770 04 Mesa, AZ 85202
Is line item authority available?: Yes No Vendor No.: T27024277
To what State Fiscal Year(s) will the contract be charged? 2011

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input type="checkbox"/> General Funds	_____ %	<input type="checkbox"/> Fees	_____ %
<input type="checkbox"/> Federal Funds	_____ %	<input type="checkbox"/> Bonds	_____ %
<input type="checkbox"/> Highway Funds	_____ %	<input checked="" type="checkbox"/> Other funding:	<u>All DETR Accts. 100 %</u>

Explain

2. Contract start date:
a. Effective upon Board of Examiners' (BOE) approval?
or
b. Effective December 1, 2010 upon Board of Examiners' approval. [Enter the date work is to start under the contract. Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2011
Contract term: Seven Months (indicate in years the length of the contract)

4. Type of contract (check one):
 New Contract Cooperative Agreement
 Contract Amendment Revenue Contract
 Interlocal Agreement Other Contract: Rental Agreement

5. Purpose of the contract (describe the work to be accomplished):
This is a new rental agreement which provides storage space for the furniture that was removed from the Bureau Disability Adjudication department upon their move to their new location.

6. a. NEW CONTRACTS ONLY:
The maximum amount of the contract for the term of the contract is: \$11,760.00
Payment for services will be made at the rate of \$1,680.00 per Month
(enter dollar amount) (time interval, i.e., hour, year)
or, if not applicable, specify other basis for payment: _____
b. CONTRACT AMENDMENTS ONLY: Amendment No.: _____
The maximum amount of the original contract is being amended by: _____
and/or the termination date of the original contract has changed to: _____
and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?
This storage unit is used to hold the furniture from the Bureau of Disability department until needed.

WFA#3

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

This lease is for a storage unit not for services.

9. Is the contract amount over \$100,000? Yes No

Was a Request for Proposal (RFP) done? Yes No If no, explain (see NRS 333.165):

a. Were bids or proposals solicited? Yes No

If yes, list the names of vendors that submitted proposals. If no, why not (see section 0338 of the State Administrative Manual):

b. Last bid date: _____ Anticipated re-bid date: _____

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

III. OTHER INFORMATION

10. Is the contractor employed by the State of Nevada, any of its political subdivisions, or by any other government?

Yes No

If yes, is the contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? Please explain:

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

Yes 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:

Vendor has existing leases with the Department of Employment, Training, and Rehabilitation Division.

12. Contracts over \$25,000 per fiscal year: Is the contractor currently involved in litigation with the State of Nevada?

Yes No

If yes, please provide details of the litigation and facts supporting approval of the contract.

13. Agency Contract Monitor:

Tamara Nash
Printed Name

Chief, Op. Manager 684-3891
Title Phone No.

14. Certified Contract Monitor Approval:

Tamara Nash
Signature

15. Agency Head Approval:

Tamara Nash
Signature

16. Date Contract Summary Was Prepared:

Date

LOA #3

Carla L. Watson

From: Carla L. Watson
Sent: Monday, November 29, 2010 2:03 PM
To: Jennifer Burry
Cc: Katrina Nielsen
Subject: Retro for DETR Storage Rental Agreement

A retro to December 1, 2010 is necessary as the Budget Office did not have a procedure in place to accommodate storage rental agreements that require BOE approval and these types of agreements cannot be entered into CETS at this time. Therefore, we determined to use an pre-CETS summary form to record the pertinent data for the Board Member packets.

Thank you

Carla Watson, Budget Analyst V
Department of Administration
Budget and Planning Division
Office - 775-684-0214
Fax - 775-684-0260

LEA#3

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11738**

Agency Name: STATE ENERGY OFFICE	Legal Entity Name: CleaResults Consulting, Inc.
Agency Code: 011	Contractor Name: CleaResults Consulting, Inc.
Appropriation Unit: 4868-19	Address: 155 Country Estates Circle Ste 100
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Andy Dumond 775-741-8922
	Vendor No.: Pending
	NV Business ID: NV20101700555

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP 0003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **04/30/2012**Contract term: **1 year and 150 days**4. Type of contract: **Contract**Contract description: **Energy reporting**

5. Purpose of contract:

This a new contract to provide benchmark energy usage through ENERGY STAR Portfolio Manager to collect data and provide it via reports and raw data to Nevada State Office of Energy from approximately 125 - 130 state-owned buildings being retrofitted and photovoltaic installations funded through the American Recovery and Reinvestment Act (ARRA).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$83,824.00**

Other basis for payment: Upon completion of Task 1 - \$3,288.00; completion of Task 2 - \$24,650.00 plus half of the other direct costs \$4,025.00; completion of Task 3 - \$32,880.00 plus half of the other direct costs \$4,025.00; completion of Task 4 \$9,760.00; completion of Task 5 - \$5,196.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Under the ARRA funding agreement, NSOE needs to report specific criteria to Department of Energy.

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

Lack of expertise and manpower.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee from RFP #0003 selected this contractor due to the fact they recieved the highest overall score.

d. Last bid date: 09/13/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dnenzel	11/09/2010 14:50:38 PM
Division Approval	sbrook3	11/09/2010 14:57:25 PM
Department Approval	sbrook3	11/09/2010 14:57:31 PM
Contract Manager Approval	dnenzei	11/09/2010 15:08:31 PM
Budget Analyst Approval	csawaya	11/18/2010 10:09:36 AM
Team Lead Approval	jmurph1	11/24/2010 12:24:44 PM
BOE Agenda Approval	jmurph1	11/24/2010 12:24:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10813** Amendment Number: **1**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: **Helgeson Enterprises**

Agency Code: **011** Contractor Name: **Helgeson Enterprises**

Appropriation Unit: **4868-12** Address: **4461 White Bear Parkway**

Is budget authority available?: **Yes** City/State/Zip: **White Bear Lake, MN 55110**

If "No" please explain: **Not Applicable** Contact/Phone: **Tom Diffley 651-762-9710**

Vendor No.:

NV Business ID: **NV20101372477**

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2010**

Anticipated BOE meeting date **11/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/31/2012**

Contract term: **1 year and 353 days**

4. Type of contract: **Contract**

Contract description: **Rebate Processing**

5. Purpose of contract:

This is an amendment to the original contract, which provides rebate processing, management and operation services for the State Energy Office State Energy Efficient Appliance Rebate Program (SEEARP). This amendment increases the maximum amount from \$72,015 to \$115,000 due to an increased volume of rebates.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$72,015.30
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$42,984.70
4. New maximum contract amount:	\$115,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The purpose of the program is to save energy and stimulate the economy by encouraging consumers to replace old appliances with new, ENERGY STAR qualified models.

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

The State is not currently set-up to provide consumers with rebate services and for the scope of this project it would not be economically feasible at this time.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Cost of services provided

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sbrook3	11/09/2010 11:39:37 AM
Division Approval	sbrook3	11/09/2010 11:39:40 AM
Department Approval	sbrook3	11/09/2010 11:39:43 AM
Contract Manager Approval	sbrook3	11/09/2010 11:44:42 AM
Budget Analyst Approval	csaway	11/22/2010 08:22:54 AM
Team Lead Approval	jmurph1	11/24/2010 12:21:59 PM
BOE Agenda Approval	jmurph1	11/24/2010 12:22:04 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10943	Amendment Number: 1
Agency Name: STATE ENERGY OFFICE	Legal Entity Name: JMA ARCHITECTS INC
Agency Code: 011	Contractor Name: JMA ARCHITECTS INC
Appropriation Unit: 4868-19	Address: JMA ARCHITECTURE
Is budget authority available?: Yes	10150 COVINGTON CROSS
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89144
	Contact/Phone: null702/731-2033
	Vendor No.: T80481750
	NV Business ID: NV19691003506

To what State Fiscal Year(s) will the contract be charged? **2010-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 5297

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/11/2010**

Anticipated BOE meeting date 11/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2012**

Contract term: **1 year and 355 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is an amendment to the original contract which provides professional architectural/engineering services to the Sawyer Building Solar Photovoltaic Parking Structure, SPWB Project No. 10-A014; SPWB Contract No. 5297. This amendment modifies the currently designed system from 30 KW to 55 KW and increases the amount of the contract from \$21,420 to \$34,280.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$21,420.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$12,860.00
4. New maximum contract amount:	\$34,280.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2010 CIP

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

Professional services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Demonstrated the required expertise for work on this project. Currently under contract for this work.

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 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	10/18/2010 15:56:47 PM
Division Approval	dgrimm	10/18/2010 15:56:51 PM
Department Approval	dgrimm	10/18/2010 15:56:55 PM
Contract Manager Approval	dgrimm	10/19/2010 11:51:00 AM
Budget Analyst Approval	csawaya	10/21/2010 15:50:54 PM
Team Lead Approval	jmurph1	10/25/2010 12:52:43 PM
BOE Agenda Approval	jmurph1	10/25/2010 12:53:01 PM

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

Not Applicable

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

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

This expert was sought because of his knowledge. He is the co-author of the most well publicized textbooks on casino management and casino marketing programs, as well as other writings on these topics. He was a professor of various gaming courses at UNLV for approximately 12 years. Expert witness NAC 333.150 2b(1).

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	10/20/2010 14:32:19 PM
Division Approval	jspencer	10/20/2010 14:51:09 PM
Department Approval	jspencer	10/20/2010 14:51:15 PM
Contract Manager Approval	shanshew	10/21/2010 12:16:10 PM
Budget Analyst Approval	csawaya	11/17/2010 07:37:55 AM
Team Lead Approval	jmurph1	11/20/2010 10:04:38 AM
BOE Agenda Approval	jmurph1	11/20/2010 10:05:41 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11739**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: ALFRED HUGHES PHD PC
Agency Code: 030	Contractor Name: ALFRED HUGHES PHD PC
Appropriation Unit: 1042-10	Address: 485 HUNTINGTON RD STE 201
Is budget authority available?: Yes	City/State/Zip: ATHENS, GA 30606
If "No" please explain: Not Applicable	Contact/Phone: ALFRED HUGHES 706/546-8440
	Vendor No.: T27009658
	NV Business ID: NV20101244086
To what State Fiscal Year(s) will the contract be charged? 2011-2015	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Court Assessment

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/14/2014**Contract term: **4 years and 1 day**4. Type of contract: **Contract**Contract description: **Site Review-Treatmen**

5. Purpose of contract:

This is a new contract to provide personal visit and inspection of 10 Nevada Certified Batterers Treatment Programs per year, evaluate those programs, and submit a report to the Committee on Domestic Violence regarding the status of the inspected programs, including violations found.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$76,000.00**

Payment for services will be made at the rate of \$1,650.00 per Treatment Site Review

Other basis for payment: \$1,250 per training. This contract is for \$19,000 per year for a 4 year period.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract pursuant to statutory and regulatory mandate pursuant to NRS 228.470(2)(b) and NAC 228.130.

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

There are no State employees with the knowledge, experience and impartiality necessary to complete the task.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

b. Solicitation Waiver: **Not Applicable**

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

Based upon previous satisfactory performance and having the highest evaluation scores.

d. Last bid date: 10/04/2010 Anticipated re-bid date: 10/01/2014

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:

Initial contract dates were 7/1/06 to 6/30/08. Second contract from 4/1/09 to 6/30/09. Third contract from 2/9/10 to 6/30/2010. All 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 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	dcallens	11/10/2010 10:32:33 AM
Division Approval	chowle	11/10/2010 14:01:29 PM
Department Approval	chowle	11/10/2010 14:01:34 PM
Contract Manager Approval	shanshew	11/10/2010 14:21:32 PM
Budget Analyst Approval	csawaya	11/17/2010 08:21:38 AM
Team Lead Approval	jmurph1	11/20/2010 10:15:31 AM
BOE Agenda Approval	jmurph1	11/20/2010 10:15:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6159** Amendment Number: **3**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **Robison, Belaustegui, Sharp &**

Agency Code: **030** Contractor Name: **Robison, Belaustegui, Sharp &**

Appropriation Unit: **4892-10** Address: **Low**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89503**

If "No" please explain: **Not Applicable** Contact/Phone: **Kent Robison 7753293151**

Vendor No.: **T29006734**

NV Business ID: **NV19811008051**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Statutory Contingency Fund

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/15/2009**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2012**Contract term: **3 years and 135 days**4. Type of contract: **Contract**Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides services pursuant to NRS 41.03435 for expert trial counsel for defense of Mary Dugan, General Legal Counsel for UNR (Nevada System of Higher Education) who was sued personally in the case of Hussein v. Dugan and Leah Wilds, Case No. CV-N-05-0381-LRH(RAM). This amendment increases the amount by \$50,000.00 for the maximum amount of \$184,900.00

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,900.00
2. Total amount of any previous contract amendments:	\$125,000.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$184,900.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a 3rd Contract Amendment to provide services in the Hussein S. Hussein matters which have exceeded the University's in-house legal resources. Therefore, they requested defense assistance and representation from the Attorney General's Office. The AG's Office does not have sufficient available trial attorneys to tender a defense using existing resources.

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

Current workload of available litigation deputies does not permit the assumption of an additional defense case of this scale.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **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? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	10/27/2010 13:42:08 PM
Division Approval	chowle	10/27/2010 13:48:12 PM
Department Approval	jspencer	10/27/2010 15:50:05 PM
Contract Manager Approval	dgrass	10/27/2010 16:00:39 PM
Budget Analyst Approval	csaway	11/17/2010 07:48:46 AM
Team Lead Approval	jmurph1	11/20/2010 10:09:06 AM
BOE Agenda Approval	jmurph1	11/20/2010 10:09:10 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11742**

Agency Name: COLLEGE SAVINGS TRUST	Legal Entity Name: Pension Consulting Alliance
Agency Code: 051	Contractor Name: Pension Consulting Alliance
Appropriation Unit: 1092-04	Address: 514 NW 11th Avenue, Suite 203
Is budget authority available?: Yes	City/State/Zip: Portland, OR 97209
If "No" please explain: Not Applicable	Contact/Phone: Jeremy Thiessen 503-226-1050
	Vendor No.:
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged?	2011-2015

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Transfer from Treasurer Revenue GL 4758

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/01/2015**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Investment Services**

5. Purpose of contract:

This is a new contract to provide investment services for the College Savings Plans for the State of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$560,000.00**

Payment for services will be made at the rate of \$140,000.00 per year

Other basis for payment: Plus a per-hourly fee at the maximum blended rate of \$350.00 indicated in attachment DD for special projects.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B designates the State Treasurer as well as the Board of Trustees to be the administrator of the College Savings Plans of Nevada. They specify the types of investments which may be purchased and the related constraints on how the College Savings Plans are to be administered. With nearly \$6 billion in assets, the Board decided it was prudent to hire an outside investment management company to help ensure investment portfolios are appropriate.

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

Requires specialized knowledge in the management of investments for the College Savings Plans of Nevada

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected by the College Savings Board based on the Evaluation Committee's recommendations.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 07/14/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Other

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:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	11/10/2010 10:31:49 AM
Division Approval	mwinebar	11/10/2010 10:31:52 AM
Department Approval	mwinebar	11/10/2010 10:31:56 AM
Contract Manager Approval	alaw1	11/10/2010 10:35:06 AM
Budget Analyst Approval	cglover	11/16/2010 19:22:02 PM
Team Lead Approval	jteska	11/18/2010 08:49:21 AM
BOE Agenda Approval	jteska	11/18/2010 08:54:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11741**

Agency Name: HIGHER EDUCATION TUITION	Legal Entity Name: Callan Associates
Agency Code: 052	Contractor Name: Callan Associates
Appropriation Unit: 1081-04	Address: 1660 Wynkoop Street, Suite 950
Is budget authority available?: Yes	City/State/Zip: Denver, CO 80202
If "No" please explain: Not Applicable	Contact/Phone: Janet Becker-Wold 303-861-1900
	Vendor No.:
	NV Business ID: NV20031546308

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Transfer from Treasurer Revenue GL 4758

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/01/2015**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Investment Services**

5. Purpose of contract:

This is a new contract to provide investment services for the Prepaid Tuition Programs for the State of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$340,000.00**

Payment for services will be made at the rate of \$85,000.00 per year

Other basis for payment: Plus a per-hourly fee at the maximum blended rate of \$350.00 indicated in attachment DD for special projects.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B.150 designates the Treasurer as Administrator of the Prepaid Tuition Trust Fund and authorizes the hiring of vendors to carry out the provisions of NRS 353B.010 to 353B.190, including the investment of trust fund assets.

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

Requires specialized knowledge in the investment of Prepaid Tuition program assets.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected by the College Savings Board based on the Evaluation Committee's recommendations.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 07/01/2014

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?

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	11/10/2010 10:32:14 AM
Division Approval	mwinebar	11/10/2010 10:32:17 AM
Department Approval	mwinebar	11/10/2010 10:32:20 AM
Contract Manager Approval	alaw1	11/10/2010 10:33:42 AM
Budget Analyst Approval	cglover	11/16/2010 19:25:52 PM
Team Lead Approval	jteska	11/18/2010 08:57:18 AM
BOE Agenda Approval	jteska	11/18/2010 08:57:30 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10837** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **BUILDING CONTROL SERVICES, INC.**

Agency Code: **082** Contractor Name: **BUILDING CONTROL SERVICES, INC.**

Appropriation Unit: **1349-12** Address: **8521 WHITE FIR ST STE C1A**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89523**

If "No" please explain: **Not Applicable** Contact/Phone: **null775/826-8998**

Vendor No.: **T27001755**

NV Business ID: **NV20021383335**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Building & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2010**

Anticipated BOE meeting date 11/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **03/31/2014**Contract term: **3 years and 353 days**4. Type of contract: **Contract**Contract description: **Control Systems**

5. Purpose of contract:

This is an amendment to the original contract, which provides maintenance and service for Allerton temperature control systems. This amendment increases the amount of the contract by \$75,000 from \$30,000 to \$105,000 for repairs and upgrades on the heating and air conditioning system for the Supreme Court and for other State buildings, on an as needed basis, and at the request and approval of a Buildings and Grounds designee.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$30,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$75,000.00
4. New maximum contract amount:	\$105,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The need to keep building temperatures in proper working condition.

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

Lack of manpower and expertise.9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100210A
Approval Date: 11/01/2010

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

Sole Source
The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 02/01/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

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	dohl0	11/08/2010 15:52:05 PM
Division Approval	cedward2	11/09/2010 07:48:21 AM
Department Approval	cedward2	11/09/2010 07:48:30 AM
Contract Manager Approval	rday0	11/09/2010 10:48:44 AM
Budget Analyst Approval	jborrowm	11/16/2010 13:04:42 PM
Team Lead Approval	jteska	11/18/2010 08:28:26 AM
BOE Agenda Approval	jteska	11/18/2010 08:28:32 AM



RECEIVED

NOV 04 2010

JIM GIBBONS
Governor

Building & Grounds Division
Carson City, NV

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

AMENDMENT 1
Purchasing Use Only:
100210 A

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM AMENDED

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

James Moore, HVAC 3
Division of Buildings & Grounds
406 E. Second St
Carson City, Nevada 89701
775-684-1810
jmoore@bandg.state.nv.us

- b. Vendor contact information:

Tom Hulbert
Building Control Services, Inc.
8521 White Fir Street, suite C-1a
Reno, Nevada 89523
Office 775 826 8998
Fax 775 826 3524
tom@bcsnv.com
NV LIC. #54993
CA LIC #826860

- 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:
Maintenance, repair, and parts supply for Allerton control systems
In various state owned buildings in northern Nevada.
3. Describe the unique qualification required for the service or good to be purchased:
BCS is the only dealer in northern Nevada who can service Allerton control systems And the only dealer found in northern Nevada to supply said parts.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
BCS is the only northern Nevada Representative for Allerton control systems.

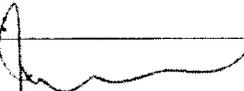
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
Other companies bidding would have to go through BCS for parts necessary for repair which would increase the price. Other companies would not have the experienced staff to work on these controls which would cost the state money for them to learn, not to mention down time of our equipment.
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.
BCS is the only dealer in northern Nevada to carry the parts needed for Allerton control systems.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? Rates are comparable and competitive with other control contractors in the area.
8. What is the estimated value and length of the contract, amendment or request?
\$ 30,000 for Time and Materials for up to 4 Years. Amendment One adds \$75,000.00.
 - a. New contract Y N
 - b. Amendment Y N Amendment No. ONE
{provide copy of previous waiver(s)}

The Division of Buildings and Grounds hereby requests approval for Building Control Services, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		10-22-10
	Agency Representative Initiating Request	Date
X		10-19-10
	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	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X <i>[Signature]</i>	
	11/1/10
Administrator, Purchasing Division	Date

11/01/10 - Spoke with Jim Moore. Per Jim, additional funds are needed for repairs, upgrades, parts for coils, etc. at Supreme Court. (1A)

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11696**

Agency Name: **BUILDINGS AND GROUNDS DIVISION**
Agency Code: **082**
Appropriation Unit: **1349-12**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **CARRIER CORPORATION**
Contractor Name: **CARRIER CORPORATION**
Address: **121 WOODLAND AVE STE 180**
City/State/Zip: **RENO, NV 89523**
Contact/Phone: **null775/747-5060**
Vendor No.: **PUR0002775**
NV Business ID: **NV19791006562**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	Buildings and Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Heating & Air**

5. Purpose of contract:

This is a new contract to provide heating, ventilation and air conditioning repair and maintenance for various state buildings on an as needed basis and at the request and approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Other basis for payment: Unitary, Applied and Controls rates: regular \$105.00/hour from 8:00 am-5:00 pm; overtime \$157.50/hour; and double time/Holidays \$210.00/hour; materials at contractor's cost plus 20%.

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to maintain the heating and cooling systems in good condition.

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

Lack of manpower.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple Heating, Ventilation and Air Conditioning contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 10/01/2010 Anticipated re-bid date: 10/01/2014

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	11/03/2010 09:34:32 AM
Division Approval	cedward2	11/03/2010 12:52:11 PM
Department Approval	cedward2	11/03/2010 12:52:15 PM
Contract Manager Approval	rday0	11/03/2010 15:33:46 PM
Budget Analyst Approval	jborrowm	11/16/2010 13:21:18 PM
Team Lead Approval	jteska	11/18/2010 08:44:39 AM
BOE Agenda Approval	jteska	11/18/2010 08:44:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5794** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Carrier Corporation**

Agency Code: **082** Contractor Name: **Carrier Corporation**

Appropriation Unit: **1349-12** Address: **4444 Russell Rd, Suite E**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89119**

If "No" please explain: **Not Applicable** Contact/Phone: **null7023684338**

Vendor No.: **T29017508**

NV Business ID: **NV19791006562**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	2008-2010, Buildings & Grounds, service satisfactory
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2008**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2012**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:

This is an amendment to the original contract, which provides heating, ventilation and air conditioning services to various buildings in Las Vegas. This is an amendment to increases the amount of the contract by \$54,000 from \$315,920 to \$369,920.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$315,919.84
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$54,000.00
4. New maximum contract amount:	\$369,919.84

II. JUSTIFICATION

7. What conditions require that this work be done?

Heating and airconditioning equipment must be maintained in State buildings.

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

Lack of manpower.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

The Evaluation Committee for RFP#1055 rated this vendor the highest overall.

d. Last bid date: 08/01/2008 Anticipated re-bid date: 08/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

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 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	dohi0	11/04/2010 14:19:26 PM
Division Approval	cedward2	11/08/2010 09:01:29 AM
Department Approval	cedward2	11/08/2010 09:01:33 AM
Contract Manager Approval	rday0	11/08/2010 09:55:13 AM
Budget Analyst Approval	jborrowm	11/16/2010 13:11:49 PM
Team Lead Approval	jteska	11/18/2010 08:37:48 AM
BOE Agenda Approval	jteska	11/18/2010 08:37:51 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11703**

Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: FAST GLASS INC
Agency Code: 082	Contractor Name: FAST GLASS INC
Appropriation Unit: 1349-12	Address: 1650 GREG ST
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775/331-3110
	Vendor No.: PUR0003082
	NV Business ID: PUR0003082

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Building Rent Income Funds.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/13/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Glass Replacement**

5. Purpose of contract:

This is a new contract that will provide repairs, replacement, and new installation of glass and glazing products, including glass storefront and conventional doors and hardware including any related components on an as needed basis, upon the request of a State of Nevada Buildings and Grounds designee, for various buildings and grounds in Northern Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: \$55.00/hour M-F; \$82.50/hour Weekends & Holidays; \$82.50/hour for overtime (in excess of 40/hrs per week).

II. JUSTIFICATION

7. What conditions require that this work be done?

State Buildings must be maintained.

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

Lack of manpower and expertise.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple Glass contractors on file with Building and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 08/22/2010 Anticipated re-bid date: 08/22/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dohl0	11/09/2010 14:13:01 PM
Division Approval	cedward2	11/09/2010 15:34:06 PM
Department Approval	cedward2	11/09/2010 15:34:09 PM
Contract Manager Approval	rday0	11/09/2010 16:07:48 PM
Budget Analyst Approval	jborrowm	11/16/2010 11:33:41 AM
Team Lead Approval	jteska	11/18/2010 08:04:34 AM
BOE Agenda Approval	jteska	11/18/2010 08:04:52 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5791** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Ingersoll Rand Company dba Trane**

Agency Code: **082** Contractor Name: **Ingersoll Rand Company dba Trane**

Appropriation Unit: **1349-12** Address: **5595 Equity Ave, Suite 100**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **null7758563343**

Vendor No.: **T29018007**

NV Business ID: **NV**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2008**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2012**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Industrial Equipment Maintenance and Repair Servic**

5. Purpose of contract:
This is an amendment to the original contract, which provides heating, ventilation and air conditioning services to various state buildings as needed in Reno and Carson City. This amendment increases the contract by \$40,000.00 to total \$64,999.00.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: \$24,999.00
- 2. Total amount of any previous contract amendments: \$0.00
- 3. Amount of current contract amendment: \$40,000.00
- 4. New maximum contract amount: \$64,999.00

II. JUSTIFICATION

7. What conditions require that this work be done?
State Buildings need maintenance and service of the heating and air conditioning equipment.

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

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple heating and air conditioning contractors on file with Buildings and Grounds. Per SAM 0338.0 each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 09/01/2008 Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

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 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	11/10/2010 17:15:59 PM
Division Approval	cedward2	11/10/2010 17:25:34 PM
Department Approval	cedward2	11/10/2010 17:25:38 PM
Contract Manager Approval	tgreenp	11/10/2010 17:30:58 PM
Budget Analyst Approval	jborrowm	11/16/2010 11:27:07 AM
Team Lead Approval	jteska	11/18/2010 08:01:03 AM
BOE Agenda Approval	jteska	11/18/2010 08:01:11 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10812** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **JOHNSON CONTROLS INC**

Agency Code: **082** Contractor Name: **JOHNSON CONTROLS INC**

Appropriation Unit: **1349-12** Address: **5757 N GREEN BAY AVE**

Is budget authority available?: **Yes** City/State/Zip: **MILWAUKEE, WI 53209-4408**

If "No" please explain: **Not Applicable** Contact/Phone: **null916/517-2314**

Vendor No.: **T10346500**

NV Business ID: **NV19571000769**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X Fees	100.00 % Buildings & Grounds building rent income fees
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2010**

Anticipated BOE meeting date **11/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **preventative mainten**

5. Purpose of contract:

This is an amendment to the original contract, which provides preventative maintenance for the two Liebert computer room cooling units at the Department of Motor Vehicles, Carson City. This amendment increase the amount of the contract by \$40,000 form \$27,957 to \$67,957 for extra services, as needed, and upon the request and approval of a Buildings and Grounds designee.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$27,956.48
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$40,000.00
4. New maximum contract amount:	\$67,956.48

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to maintain cooling equipment in good working condition.

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

Lack of manpower and equipment.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Lowest Bidder.
The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 02/01/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008-2009, Division of Buildings & Grounds, service satisfactory

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	11/05/2010 10:00:54 AM
Division Approval	cedward2	11/08/2010 08:57:22 AM
Department Approval	cedward2	11/08/2010 08:57:26 AM
Contract Manager Approval	rday0	11/08/2010 09:59:53 AM
Budget Analyst Approval	jborrowm	11/16/2010 13:16:09 PM
Team Lead Approval	jteska	11/18/2010 08:42:37 AM
BOE Agenda Approval	jteska	11/18/2010 08:42:45 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10657** Amendment Number: **2**

Agency Name: **PURCHASING DIVISION** Legal Entity Name: **COWEE, MICHELE A DBA SIERRA DIETETICS**

Agency Code: **083** Contractor Name: **COWEE, MICHELE A DBA SIERRA DIETETICS**

Appropriation Unit: **1362-14** Address: **302 N MINNESOTA ST**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89703**

If "No" please explain: **Not Applicable** Contact/Phone: **null775/884-0544**

Vendor No.: **T27005926**

NV Business ID: **10-00020512**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/13/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2013**

Contract term: **3 years and 202 days**

4. Type of contract: **Contract**

Contract description: **Registered Dietitian**

5. Purpose of contract:

This is an amendment to the original contract, which provides nutritional, diabetes and exercise education to participants in the Food Distribution Program on Indian Reservations. This amendment increases the maximum amount from \$24,999.00 to \$99,996.00 due to approval from United States Department of Agriculture (USDA) to continue this program.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$24,999.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$74,997.00
4. New maximum contract amount:	\$99,996.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Received Federal funding that requires a Registered Dietitian to provide nutrition education to the participants of the Food Distribution Program on Indian Reservations.

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

This agency does not have a Registered Dietitian on staff.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor was previously under contract with this agency. Quality of service was satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	jgimlin	11/03/2010 09:52:42 AM
Division Approval	ktarter	11/03/2010 10:38:31 AM
Department Approval	ktarter	11/03/2010 10:38:35 AM
Contract Manager Approval	jgimlin	11/03/2010 14:16:41 PM
Budget Analyst Approval	csaway	11/18/2010 10:37:20 AM
Team Lead Approval	jmurph1	11/19/2010 16:15:10 PM
BOE Agenda Approval	jmurph1	11/19/2010 16:15:45 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6479** Amendment Number: **2**

Agency Name: **PURCHASING DIVISION** Legal Entity Name: **Land O Lakes**

Agency Code: **083** Contractor Name: **Land O Lakes**

Appropriation Unit: **1362-21** Address: **1200 Country Road F West**

Is budget authority available?: **Yes** City/State/Zip: **Arden Hills, MN 55112**

If "No" please explain: **Not Applicable** Contact/Phone: **null7158222700**

Vendor No.: **PUR003799**

NV Business ID: **NV19811013447**

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % program funds-pass through costs to recipient agencies

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **1 year and 364 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which authorizes the Food Distribution Program to use USDA commodities as ingredients to produce breakfast and lunch products for the National School Lunch Program. This amendment increases the maximum amount from \$700,000 to \$1,400,000 due to an increased volume of product orders.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$400,000.00
2. Total amount of any previous contract amendments:	\$300,000.00
3. Amount of current contract amendment:	\$700,000.00
4. New maximum contract amount:	\$1,400,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Increase meal participation, school districts and other agencies use processed food products in their school lunch programs

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

State agencies do not process USDA food; only licensed food manufacturers may do so.

9. Were quotes or proposals solicited? **No**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This agency currently has a contract. The quality of service provided has been satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	kgimlin	11/04/2010 08:37:52 AM
Division Approval	kperondi	11/04/2010 09:31:01 AM
Department Approval	kperondi	11/04/2010 09:31:19 AM
Contract Manager Approval	kgimlin	11/04/2010 09:32:22 AM
Budget Analyst Approval	csaway	11/18/2010 11:03:37 AM
Team Lead Approval	kgimlin	11/20/2010 10:01:55 AM
BOE Agenda Approval	kgimlin	11/20/2010 10:02:00 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5930** Amendment Number: **3**
 Agency Name: **PREVIOUSLY PWB** Legal Entity Name: **Taney Engineering**
 Agency Code: **088** Contractor Name: **Taney Engineering**
 Appropriation Unit: **1565-50** Address: **6030 S Jones Blvd #100**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118**
 If "No" please explain: **Not Applicable** Contact/Phone: **null7023628844**
 Vendor No.: **T27007075**
 NV Business ID: **NV20001434663**

To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % General Obligation Bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3769**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2008**
 Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **2 years and 231 days**

4. Type of contract: **Contract**

Contract description: **Engineering Services, Professional**

5. Purpose of contract:

This is an amendment to the original contract, which provides professional architectural/engineering services for the Sewer, Groundwater Monitoring Well and Aeration, Phase II, Southern Nevada Correctional Center, Clark County, Jean, Nevada, SPWB Project No. 07-M08; SPWB Contract No. 3769. This amendment increases the maximum amount from \$75,315 to \$82,515 to provide professional services to prepare an Operations and Maintenance Manual to be approved by the Nevada Department of Environmental Protection.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$13,900.00
2. Total amount of any previous contract amendments:	\$61,415.00
3. Amount of current contract amendment:	\$7,200.00
4. New maximum contract amount:	\$82,515.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

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

Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

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

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

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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/26/2010 10:49:10 AM
Division Approval	dgrimm	10/26/2010 10:49:14 AM
Department Approval	dgrimm	10/26/2010 10:49:19 AM
Contract Manager Approval	dgrimm	10/27/2010 07:43:46 AM
Budget Analyst Approval	jrodrig9	10/28/2010 13:08:29 PM
Team Lead Approval	cwatson	11/24/2010 13:22:57 PM
BOE Agenda Approval	cwatson	11/24/2010 13:23:01 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10264** Amendment Number: **1**

Agency Name: **COMM ON ECONOMIC DEVELOPMENT** Legal Entity Name: **Noble Studios, Inc**

Agency Code: **102** Contractor Name: **Noble Studios, Inc**

Appropriation Unit: **1526-11** Address: **206 South Carson Street**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **Jarrod Lopiccolo 775-883-6000**

Vendor No.:

NV Business ID: **NV20051380698**

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **210 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

This is an amendment to the original contract, which provides website services, creative collateral materials, marketing strategy, branding campaign and media buying. This amendment increases the maximum amount from \$99,885 to \$139,885 due to additional increase in website functionality to better meet the needs of prospective companies.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$99,885.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$40,000.00
4. New maximum contract amount:	\$139,885.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 231 to market the State of Nevada

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

NCED does not have the expertise for the 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:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals, contractor most clearly indicated an understanding of the deliverables as evaluated by NCED.

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:

October 13, 2009 to current with the Nevada Commission on Economic Development with satisfactory services.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	11/17/2010 16:45:58 PM
Division Approval	mstenger	11/17/2010 16:46:02 PM
Department Approval	mstenger	11/17/2010 16:46:05 PM
Contract Manager Approval	mstenger	11/29/2010 10:32:23 AM
Budget Analyst Approval	jrodrig9	11/30/2010 15:00:59 PM
Team Lead Approval	cwatson	12/01/2010 10:08:50 AM
BOE Agenda Approval	cwatson	12/01/2010 10:08:54 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10115	Amendment Number: 1
Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: GANTHNER MELBY LLC
Agency Code: 190	Contractor Name: GANTHNER MELBY LLC
Appropriation Unit: 1559-09	Address: ARCHITECTS & PLANNERS
Is budget authority available?: Yes	5190 NEIL RD STE 231
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89502
	Contact/Phone: null775/829-8814
	Vendor No.: T80615120
	NV Business ID: NV19981053945

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 4952

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2009**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **3 years and 204 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is an amendment to the original contract, which provides professional architectural/engineering services for the Northern Nevada Correctional Center Americans with Disabilities Act Renovations, Carson City, Nevada; Project No. 09-S02(5); Contract No. 4952. This amendment decreases the maximum amount from \$77,750 to \$60,250 and reflects that the project has been deferred by the State Public Works Board Manager.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$77,750.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$17,500.00
4. New maximum contract amount:	\$60,250.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

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

Professional architectural/engineering services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **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? 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 amoutns 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	11/10/2010 11:54:16 AM
Division Approval	dgrimm	11/10/2010 11:54:20 AM
Department Approval	dgrimm	11/10/2010 11:54:23 AM
Contract Manager Approval	dgrimm	11/10/2010 16:05:30 PM
Budget Analyst Approval	jrodrig9	11/16/2010 09:30:05 AM
Team Lead Approval	cwatson	11/24/2010 15:09:20 PM
BOE Agenda Approval	cwatson	11/24/2010 15:09:25 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6069** Amendment Number: **1**

Agency Name: **OFFICE OF VETERAN'S SERVICES** Legal Entity Name: **Craig Jorgenson, M.D., LTD**

Agency Code: **240** Contractor Name: **Craig Jorgenson, M.D., LTD**

Appropriation Unit: **2561-04** Address: **9975 S Eastern, #110**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89123**

If "No" please explain: **Not Applicable** Contact/Phone: **Craig Jorgenson 7023612273**

Vendor No.: **T27004653**

NV Business ID: **NV20001396722**

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.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2009**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2010**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides Medical Director services to the Nevada State Veterans Home (NSVH). This amendment will extend the term of the contract from December 31, 2010 to December 31, 2012, and increase the maximum amount from \$50,000 to \$100,000. The scope of work remains unchanged.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$50,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$100,000.00
and/or the termination date of the original contract has changed to:	12/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 449.74513 ? Medical Director. A facility for skilled nursing shall employ a medical director who is licensed to practice medicine in this State.

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

No State employees or agencies are able to provide a medical director to this facility.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is a contract extension and increase in "maximum" amount only. This is not a new 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:

Dr. Jorgenson has provided Medical Director service to NSVH for 6 years. His services have always been satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	11/08/2010 08:11:30 AM
Division Approval	jpalme5	11/08/2010 08:11:35 AM
Department Approval	jpalme5	11/08/2010 08:11:39 AM
Contract Manager Approval	mnobles	11/16/2010 10:46:02 AM
Budget Analyst Approval	jrodrig9	11/16/2010 11:18:41 AM
Team Lead Approval	cwatson	11/24/2010 13:27:49 PM
BOE Agenda Approval	cwatson	11/24/2010 13:27:54 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11752**

Agency Name: DEPARTMENT OF EDUCATION	Legal Entity Name: IMOBERSTEG, GAIL ANNE DBA
Agency Code: 300	Contractor Name: IMOBERSTEG, GAIL ANNE DBA
Appropriation Unit: 2715-14	Address: SPECIAL EDUCATION LAW ASSOC 14906 E WILDCAT DR
Is budget authority available?: Yes	City/State/Zip: SCOTTSDALE, AZ 85262
If "No" please explain: Not Applicable	Contact/Phone: null480/471-1151
	Vendor No.: T27015548
	NV Business ID: NV20101502567

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Dispute Resolution**

5. Purpose of contract:

This is a new contract to ensure that the Nevada Department of Education is in compliance with federal and state laws and regulations under the Individuals with Disabilities Education Act.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Payment for services will be made at the rate of \$170.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal and State law require that the State of Nevada have Special Education alternative dispute resolution systems in accordance with required procedures.

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

The scope of work and qualifications require specialized expertise and non-employee status that cannot that be met within the agency or other State agency.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

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

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

There were no other potential vendors with similar qualifications and experience. The individuals with some similarity in qualifications and experience lack comprehensive experience or represent the local education agencies or parents and do not meet the neutrality requirement in this contract.

d. Last bid date: 10/05/2010 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:

Nevada Department of Education the quality of of service has been satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	jcrawfo2	11/10/2010 15:16:11 PM
Division Approval	jcrawfo2	11/10/2010 15:16:18 PM
Department Approval	jcrawfo2	11/10/2010 15:16:44 PM
Contract Manager Approval	jcrawfo2	11/10/2010 15:16:52 PM
Budget Analyst Approval	sbrown	11/12/2010 16:39:09 PM
Team Lead Approval	cwatson	11/24/2010 15:04:39 PM
BOE Agenda Approval	cwatson	11/24/2010 15:04:42 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5034** Amendment Number: **5**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Clifton Gunderson LLP**

Agency Code: **403** Contractor Name: **Clifton Gunderson LLP**

Appropriation Unit: **3158-10** Address: **4461 Cox Road, Suite 210**

Is budget authority available?: **Yes** City/State/Zip: **Glen Allen, VA 23060**

If "No" please explain: **Not Applicable** Contact/Phone: **Sheryl Pannell 8042702200**

Vendor No.: **T27008508**

NV Business ID: **NV20041000045**

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

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.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2007**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **5 years and 304 days**4. Type of contract: **Contract**Contract description: **Audit Services**

5. Purpose of contract:

This is an amendment to the original contract for a Certified Public Accounting firm to perform hospital compliance audits. This amendment incorporates and extends the Scope of Work and increases contract authority by \$352,500 from \$4,949,134 to \$5,301,634.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$299,715.80
2.	Total amount of any previous contract amendments:	\$4,649,418.00
3.	Amount of current contract amendment:	\$352,500.00
4.	New maximum contract amount:	\$5,301,633.80

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates require specific audits be conducted for hospital being paid Medicaid funds.

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

State employees lack necessary resources, skill, knowledge, and expertise for the complexity of these audits.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with DHCFP and satisfactory performance.

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	greves	11/10/2010 09:37:46 AM
Division Approval	greves	11/15/2010 15:56:01 PM
Department Approval	sderouss	11/16/2010 07:45:05 AM
Contract Manager Approval	dkingsle	11/16/2010 07:53:32 AM
Budget Analyst Approval	nhovden	11/16/2010 11:03:11 AM
Team Lead Approval	jteska	11/16/2010 18:44:49 PM
BOE Agenda Approval	jteska	11/16/2010 18:44:53 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11723**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Milliman, Inc.
Agency Code: 403	Contractor Name: Milliman, Inc.
Appropriation Unit: 3158-04	Address: 1301 Fifth Avenue, Suite 3800
Is budget authority available?: Yes	City/State/Zip: Seattle, WA 98101
If "No" please explain: Not Applicable	Contact/Phone: Timothy Barclay 206-504-5603
	Vendor No.:
	NV Business ID: NV20011420475
To what State Fiscal Year(s) will the contract be charged?	2011-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 403

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2012**Contract term: **2 years and 31 days**4. Type of contract: **Contract**Contract description: **Actuarial Services**

5. Purpose of contract:

This is a new contract to develop an actuarially sound methodology for capitated rates to be paid to Medicaid managed care organizations pursuant to federal mandate 42 CFR 438.6.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$700,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Federal mandates for sound actuarial service pursuant to 42 CFR 438.6

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

State employees lack the skills and expertise for the complexity required to establish actuarially sound rates.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

The scoring system for technical and cost proposals placed Milliman on top.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with DHCFFP that will expire 12/31/10 with satisfactory performance.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	11/10/2010 11:42:45 AM
Division Approval	greves	11/10/2010 11:56:49 AM
Department Approval	sderouss	11/10/2010 12:42:56 PM
Contract Manager Approval	dkingsle	11/10/2010 12:46:11 PM
Budget Analyst Approval	nhovden	11/10/2010 16:29:21 PM
Team Lead Approval	jteska	11/16/2010 07:33:05 AM
BOE Agenda Approval	jteska	11/16/2010 07:33:09 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV7128** Amendment Number: **6**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Public Consulting Group**

Agency Code: **403** Contractor Name: **Public Consulting Group**

Appropriation Unit: **3158-76** Address: **148 State Street Tenth Floor**

Is budget authority available?: **No** City/State/Zip: **Boston, MA 02109**

If "No" please explain: Grant funds pending approval at December, 2010 IFC meeting, Work Program #C19851. Contact/Phone: **null617-426-2026**

Vendor No.: **T32000898**

NV Business ID: **NV20021466314**

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.

<input checked="" type="checkbox"/>	General Funds	10.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	90.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/10/2009**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **3 years and 82 days**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is an amendment to the original contract that established Cost Allocation Plans for DHCFP and its sister agencies. Amendment #6 will expand the scope of work to add additional services for the purpose of accomodating implementation of the federal Health Care Reform legislation in the State of Nevada. This amendment also extends the termination date from June 30, 2011 to June 30, 2012 and increases the maximum amount by \$1,311,367 from \$886,342.00 to \$2,197,709.00.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$876,343.00
3. Amount of current contract amendment:	\$1,311,367.00
4. New maximum contract amount:	\$2,197,709.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Federally mandated implementation of the Health Care Reform law.

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

Because of the scope and complexity of federal Health Care Reform as well as the State's limited resources, State employees cannot perform this work.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100511C
Approval Date: 10/22/2010

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

This vendor was chosen because they have already gained critical information and knowledge of DHCFP and the agency's processes through an existing contractual relationship that, in turn, will help facilitate the implementation of Health Care Reform in Nevada, pursuant to federal mandates and expeditious deadlines.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Existing contract with DHCFP with satisfactory performance.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	11/03/2010 10:25:02 AM
Division Approval	greves	11/03/2010 10:25:10 AM
Department Approval	sderouss	11/05/2010 13:27:55 PM
Contract Manager Approval	dkingsle	11/10/2010 16:26:52 PM

Budget Analyst Approval
Team Lead Approval
BOE Agenda Approval

nhovden
jteska
jteska

11/10/2010 16:43:03 PM
11/15/2010 18:54:09 PM
11/15/2010 18:54:14 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:
#100511 C
Amendment 6

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

**The Department of Health and Human Services
Division of Health Care Financing and Policy**

Lynn Carrigan, Chief Fiscal Officer
(775) 684-3621
lcarrigan@dncfp.nv.gov

Dorrie Kingsley, Contract Manager
(775) 684-3636
Dorrie.Kingsley@dncfp.nv.gov

- b. **Vendor contact information:**

Public Consulting Group, Inc.

Amy Ferraro
(617) 426-2026
Robert Baldacci
(617) 426-2026

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. **Description of work/services to be performed or commodity/good to be purchased:**

The key functions that will be contracted for are as follows:

- o **ESTABLISHMENT OF INSURANCE EXCHANGE ELIGIBILITY ENGINE** The Health Care Reform Act mandates the creation of Health Insurance Exchanges that allow consumers to access and evaluate plans from commercial insurers and apply for health subsidy programs at the same time. This will require the establishment of a streamlined eligibility engine to support publicly-subsidized health coverage programs to store all the eligibility rules in one location that will be accessible to individuals shopping for health coverage from multiple entry points such as the Health Insurance Exchange. The development of an eligibility engine will be critical to the success of a State-governed and administered Exchange that would interface with Nevada's Medicaid and CHIP Programs and must meet the federally mandated January 2014 deadline.

Public Consulting Group (PCG) will conduct the feasibility study and advanced planning documents that will need to be complete by the end of Calendar year 2011 so an RFP may be developed and released for the design and development of the eligibility engine.

- **PERFORM DUTIES OF THE STATE EXCHANGE PLANNING GRANT** PCG will assess the current market trends and will develop a comprehensive plan that seeks to integrate the exchange into existing publicly-subsidized health coverage programs and complement commercial (primarily employer-sponsored) health insurance to expand access to health coverage for uninsured State residents or lack access to affordable coverage, leverage existing resources in the public and private sector to achieve administrative efficiencies, and minimize unintended disruption to the commercial health insurance markets.
- **STATE OPTION TO PROVIDE HEALTH HOMES TO THE CHRONICALLY ILL** PCG will provide professional services to accommodate implementation of the Federal Health Care Reform legislation for which they will conduct a claims analysis and a review of the current medical management practices.

The claims analysis will provide raw data that will be captured and analyzed using an opportunity assessment engine and risk models. The claims and eligibility data will identify populations that could be eligible for care management interventions; analyze existing care management efforts, and identify national best practices.

A review of the current medical and utilization management models will include existing materials and approaches such as formulary, medical policy, utilization management contractors, and interviews with Division staff and contractors. PCG will assist in budget estimates and schedule development for implementation, assist with drafting federal grants, assist with RFP development for care management services, and provide ongoing technical assistance and strategic consulting support as necessary.

- **PERFORM DUTIES PLANNING GRANT FOR MONEY FOLLOWS THE PERSON REBALANCING DEMONSTRATION PROGRAM** PCG will develop an operation plan, complete the environmental scan for various systematic change needs to transition persons from an institution into community based services, develop a formal task force responsible for guiding ongoing grant activities, research community based service practices in five other states and provide a finalized document of best practices to grant staff to use as a resource for ongoing project development, assist DHCFP staff with other necessary activities so the Division will receive final approval of Draft Operational Protocol.
- **UNIVERSITY-MEDICAID PARTNERSHIP** Assess the opportunity to leverage additional federal funds through a closer working relationship with the University of Nevada to include assessment of opportunities to leverage Federal Medical Assistance Percentage (FMAP) for some of the university's existing projects that may qualify for FMAP and an assessment of future projects that may qualify for federal match.

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

Expertise in health care reform with extensive knowledge of the new 2,000+ page law.

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

To meet time frames currently proposed, the sole-source procurement will be necessary because this project must begin immediately to best assure successful implementation of Health Care Reform in Nevada prior to the January, 2014 mandate, to assure adequate interfaces between Medicaid's major systems to include MMIS and NOMADS, and to assure compliance with mandates.

The Exchange Planning Grant is for a one-year period ending September 30, 2011. This makes it virtually impossible to do a competitive procurement and get all the work done. The Person rebalancing Grant is also a one-year planning grant. The draft protocol for the grant is due January 7, and this will comprise much of their services. With medical home, an additional 90% federal match will be available for programs as early as July, 2011.

Public Consulting Group (PCG) has already performed significant work on Health Care Reform for DHCFP and the Division of Welfare and Supportive Services (DWSS), specifically related to the eligibility engine which is an essential part of the insurance exchange. A contractor who is already familiar with the State of Nevada and the Nevada Medicaid program as well as Health Care Reform is needed. Fifty states will be competing for limited resources. Most states are larger than Nevada and might potentially offer more lucrative contracts. The competitive bidding process could take as long as twenty-one weeks in addition to the additional month between meeting the BOE deadline and the BOE meeting date causing a delay in excess of six months before the contract could be executed. This type of delay could compromise the federal grant funds being awarded to Nevada for project implementation. It would also be more costly and require much longer time if a new vendor were to be used.

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

Fifty states will be competing for limited resources of consultants. A delay could subject Nevada to inferior consulting services if other states quickly enter into contracts with the premiere consultants. Such delays may not only compromise the federal grants awarded to Nevada but could also have a significant impact on adequate program planning and management, retrofitting IT systems and applications, and ensuring compliance with the health care reform mandate. The size and complexity of this project requires DHCFP to begin implementation as soon as possible.

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

Initially, this vendor was selected through a competitive procurement to perform another project for DHCFP and other DHHS agencies. The limited timeframe for completing the additional health care reform work requires DHCFP hire the vendor through sole-source procurement. DHCFP selected Public Consulting Group because the firm is familiar with the Nevada Medicaid program and the Nevada Department of Health and Human Services. In addition, the firm is based in Boston and has worked with the State of Massachusetts on their implementation of universal health care coverage, which is a model for some of the more significant elements in the national health care reform legislation.

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

The costs that the state will pay now, through this amendment are commensurate with the costs the company provided in their proposal and therefore, were judged to be fair at that time. Further, DHCFP has already paid PCG through the existing contractual relationship to gain the level of knowledge and information unique to our agency, demonstrating an additional level of cost effectiveness.

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

Estimated value Amendment #6 = \$1,311,367.00

Contract Term begins as soon as Amendment #6 is approved and will extend through June 30, 2012.

a. New contract Y N

b. Amendment Y N Amendment No. 6
{provide copy of previous waiver(s)}

Division of Health Care Finance and Policy

hereby requests approval for

Public Consulting Group

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Heath Lambson for Ryan Carrigan</i>	
Agency Representative Initiating Request	Date 10/18/10
X <i>Clemente</i>	10/21/10
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X <i>Clemente Wor</i>	10/18/10
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Therese Sarte</i> obo	10/22/10
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **CONV5893**Amendment Number: **5**Agency Name: **HEALTH DIVISION**Legal Entity Name: **Opinion Research Northwest**Agency Code: **406**Contractor Name: **Opinion Research Northwest**Appropriation Unit: **3190-09**Address: **225 North 9th St, Ste 200**Is budget authority available?: **Yes**City/State/Zip: **Boise, ID 83702**If "No" please explain: **Not Applicable**Contact/Phone: **Janice Rush 2083640171**Vendor No.: **T32000855**NV Business ID: **NV20081500459**To what State Fiscal Year(s) will the contract be charged? **2009-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **HD 09109**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2008**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **02/28/2011**Contract term: **2 years and 201 days**4. Type of contract: **Contract**Contract description: **Health Related Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides for the conduct of Health related surveys. This amendment extends the termination date from February 28, 2011 to May 31, 2011, and increases the maximum amount from \$691,736 to \$793,966 due to the addition of project modules.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$234,055.00
2. Total amount of any previous contract amendments:	\$457,680.55
3. Amount of current contract amendment:	\$102,230.00
4. New maximum contract amount:	\$793,965.55
and/or the termination date of the original contract has changed to:	05/31/2011

II. JUSTIFICATION

7. What conditions require that this work be done?

The Health Division is mandated by the Centers for Disease Control and Prevention to gather information regarding the mortality and morbidity in the Nevada populous.

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 resources to conduct these surveys.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	pweyrick	11/18/2010 13:47:36 PM
Division Approval	pweyrick	11/18/2010 13:47:39 PM
Department Approval	sderouss	11/18/2010 13:59:13 PM
Contract Manager Approval	cschmid2	11/18/2010 14:39:18 PM
Budget Analyst Approval	jborrowm	11/19/2010 07:07:01 AM
Team Lead Approval	jteska	11/23/2010 18:27:11 PM
BOE Agenda Approval	jteska	11/23/2010 18:27:17 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11678**

Agency Name: HEALTH DIVISION	Legal Entity Name: Adorian Corporation
Agency Code: 406	Contractor Name: Adorian Corporation
Appropriation Unit: All Appropriations	Address: 8701 Red Brook Dr
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: Terry Williams 702-203-6031
	Vendor No.:
	NV Business ID: NV20101390789
To what State Fiscal Year(s) will the contract be charged? 2011-2015	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	<input checked="" type="checkbox"/> Other funding 100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11121 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of training throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,330,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Training.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	pweyrick	11/02/2010 08:58:27 AM
Division Approval	pweyrick	11/02/2010 08:58:30 AM
Department Approval	sderouss	11/02/2010 16:40:00 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:34:43 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:28:51 AM
Team Lead Approval	jteska	11/29/2010 07:19:51 AM
BOE Agenda Approval	jteska	11/29/2010 07:19:56 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11680**

Agency Name: HEALTH DIVISION	Legal Entity Name: Community Health Partners
Agency Code: 406	Contractor Name: Community Health Partners
Appropriation Unit: All Appropriations	Address: P.O. Box 51093
Is budget authority available?: Yes	City/State/Zip: Colorado Springs, CO 80949
If "No" please explain: Not Applicable	Contact/Phone: Myrna Candreia 719-387-7199
	Vendor No.:
	NV Business ID: Applied For
To what State Fiscal Year(s) will the contract be charged? 2011-2015	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	<input checked="" type="checkbox"/> Other funding 100.00 %

Funding source will be determined by using agency.

Agency Reference #: **HD 11123 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of community building throughout all agencies and divisions of the Department of Health and Human Services. THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,330,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Community Building.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Business License Applied for.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

License Applied For.

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.

License Applied for.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 08:23:58 AM
Division Approval	pweyrick	11/02/2010 08:24:01 AM
Department Approval	sderouss	11/02/2010 16:57:09 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:34:58 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:13:20 AM
Team Lead Approval	jteska	11/29/2010 07:01:01 AM
BOE Agenda Approval	jteska	11/29/2010 07:01:07 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11681**

Agency Name: HEALTH DIVISION	Legal Entity Name: DP Video Productions
Agency Code: 406	Contractor Name: DP Video Productions
Appropriation Unit: All Appropriations	Address: 2022 Waverly Circle
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89014
If "No" please explain: Not Applicable	Contact/Phone: Emire Stitt 702-303-8554
	Vendor No.: T29019963
	NV Business ID: NV20041136819
To what State Fiscal Year(s) will the contract be charged? 2011-2015	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	<input checked="" type="checkbox"/> Other funding 100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11124 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of marketing services, conference planning, facilitation, community building, grant opportunities, program evaluation and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$11,530,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Marketing Services, Conference Planning, Facilitation, Community Building, Grant Opportunities, Program Evaluation and Needs Assessment.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts, all satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 08:54:01 AM
Division Approval	pweyrick	11/02/2010 08:54:04 AM
Department Approval	sderouss	11/02/2010 16:59:30 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:35:12 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:46:56 AM
Team Lead Approval	jteska	11/24/2010 18:31:21 PM
BOE Agenda Approval	jteska	11/24/2010 18:31:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11682**

Agency Name: HEALTH DIVISION	Legal Entity Name: Innerwest Advertising and Public Relations
Agency Code: 406	Contractor Name: Innerwest Advertising and Public Relations
Appropriation Unit: All Appropriations	Address: 4741 Caughlin Pkwy, Ste 1
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89519
If "No" please explain: Not Applicable	Contact/Phone: G. Dan Morgan 775-323-4500
	Vendor No.:
	NV Business ID: NV19841010615

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 %	Funding source will be determined by using agency.

Agency Reference #: HD 11125 (RFP #1867)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,600,000.00**

Other basis for payment: Payment will be made based on acceptance of invoicing for services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Marketing Services.

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

No state agencies or employees have the ability or experience to provide these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	pweyrick	11/02/2010 07:46:42 AM
Division Approval	pweyrick	11/02/2010 07:46:46 AM
Department Approval	sderouss	11/02/2010 17:02:13 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:35:26 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:43:49 AM
Team Lead Approval	jteska	11/24/2010 18:33:46 PM
BOE Agenda Approval	jteska	11/24/2010 18:33:56 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11683**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **JK Belz & Associates, Inc.**
Contractor Name: **JK Belz & Associates, Inc.**
Address: **10580 N. McCarran Blvd #115-222**
City/State/Zip: **Reno, NV 89503**
Contact/Phone: **Jeanette K. Belz 775-329-0119**
Vendor No.: **T32001042**
NV Business ID: **NV20001428326**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 %

Funding source will be determined by using agency.

Agency Reference #: **HD 11126 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of facilitation services throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$330,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Facilitation Services.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contract with State Health Division, performance 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	pweyrick	11/01/2010 08:33:43 AM
Division Approval	pweyrick	11/01/2010 08:33:55 AM
Department Approval	sderouss	11/02/2010 15:48:21 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:35:45 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:53:36 AM
Team Lead Approval	jteska	11/24/2010 12:44:15 PM
BOE Agenda Approval	jteska	11/24/2010 12:44:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11685**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **KPS/3, Inc.**
Contractor Name: **KPS/3, Inc.**
Address: **50W Liberty Street #60**
City/State/Zip: **Reno, NV 89501**
Contact/Phone: **Stephanie Kruse 77-686-7439**
Vendor No.:
NV Business ID: **NV19941094961**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11127 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,600,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Marketing Services.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	pweyrick	11/02/2010 07:19:53 AM
Division Approval	pweyrick	11/02/2010 07:19:57 AM
Department Approval	sderouss	11/02/2010 16:21:46 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:35:57 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:11:29 AM
Team Lead Approval	jteska	11/29/2010 06:56:51 AM
BOE Agenda Approval	jteska	11/29/2010 06:56:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11684**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **Massmedia, LLC**
Contractor Name: **Massmedia, LLC**
Address: **2863 St Rose Parkway**
City/State/Zip: **Henderson, NV 89052**
Contact/Phone: **Paula Yakubic 702-433-4331**
Vendor No.: **T29017044**
NV Business ID: **NV20001059210**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 %

Funding source will be determined by using agency.

Agency Reference #: **HD 11128 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,600,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Marketing Services.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **No**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts with satisfactory results.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/01/2010 07:48:41 AM
Division Approval	pweyrick	11/01/2010 07:48:46 AM
Department Approval	sderouss	11/02/2010 16:23:38 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:36:09 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:19:05 AM
Team Lead Approval	jteska	11/29/2010 07:13:29 AM
BOE Agenda Approval	jteska	11/29/2010 07:13:33 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11686**

Agency Name: HEALTH DIVISION	Legal Entity Name: Nevada Public Health Foundation
Agency Code: 406	Contractor Name: Nevada Public Health Foundation
Appropriation Unit: All Appropriations	Address: 3579 HWY 50 East, Suite C
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Rota Rosaschi 775-884-0392
	Vendor No.: T81018059
	NV Business ID: NV19961104052

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: HD 11129 (RFP #1867)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of conference planning, community building and training throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,260,000.00**

Other basis for payment: Payment will be made based on acceptance of invoicing for services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Conference Planning, Community Building, and Training.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts wth 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:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 08:46:50 AM
Division Approval	pweyrick	11/02/2010 08:46:54 AM
Department Approval	sderouss	11/02/2010 16:26:30 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:36:20 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:20:04 AM
Team Lead Approval	jteska	11/29/2010 07:16:53 AM
BOE Agenda Approval	jteska	11/29/2010 07:16:58 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11687**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **Public Knowledge, LLC**
Contractor Name: **Public Knowledge, LLC**
Address: **1911 SW Campus Drive, #457**
City/State/Zip: **Federal Way, WA 98023**
Contact/Phone: **Gerry Brodsky 253-231-1725**
Vendor No.: **T27022922**
NV Business ID: **NV20091086529**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11130 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of Facilitation, and Needs Assessment throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Facilitation and Needs Assessment.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts with satisfactory results.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 08:19:37 AM
Division Approval	pweyrick	11/02/2010 08:19:40 AM
Department Approval	sderouss	11/02/2010 16:29:24 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:36:34 AM
Budget Anaiyst Approval	jborrowm	11/18/2010 14:52:56 PM
Team Lead Approval	jteska	11/29/2010 06:54:33 AM
BOE Agenda Approval	jteska	11/29/2010 06:54:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11688**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **Quantummark, LLC**
Contractor Name: **Quantummark, LLC**
Address: **5595 Kietzke Lane, Ste 114**
City/State/Zip: **Reno, NV 89511**
Contact/Phone: **Diane Borhani 775-853-4666**
Vendor No.: **T29008702**
NV Business ID: **NV20041156836**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11131 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of facilitation, and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Facilitation and Needs Assessment.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts with satisfactory results.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 07:47:11 AM
Division Approval	pweyrick	11/02/2010 07:47:14 AM
Department Approval	sderouss	11/02/2010 16:31:37 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:36:50 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:16:07 AM
Team Lead Approval	jteska	11/29/2010 07:03:17 AM
BOE Agenda Approval	jteska	11/29/2010 07:03:20 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11689**

Agency Name: HEALTH DIVISION	Legal Entity Name: R&R Partners
Agency Code: 406	Contractor Name: R&R Partners
Appropriation Unit: All Appropriations	Address: 615 Riverside Drive
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89503
If "No" please explain: Not Applicable	Contact/Phone: Lisa Blauth 775-323-1611
	Vendor No.: PUR0002963
	NV Business ID: NV19741000469
To what State Fiscal Year(s) will the contract be charged? 2011-2015	
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	
General Funds 0.00 %	Fees 0.00 %
Federal Funds 0.00 %	Bonds 0.00 %
Highway Funds 0.00 %	<input checked="" type="checkbox"/> Other funding 100.00 %
	Funding source will be determined by using agency.

Agency Reference #: **HD 11132 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of marketing services throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,600,000.00**

Other basis for payment: Payment will be made based on acceptance of invoicing for services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Marketing Services.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts 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	pweyrick	11/02/2010 07:24:54 AM
Division Approval	pweyrick	11/02/2010 07:24:58 AM
Department Approval	sderouss	11/02/2010 17:05:22 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:37:02 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:50:19 AM
Team Lead Approval	jteska	11/24/2010 18:28:50 PM
BOE Agenda Approval	jteska	11/24/2010 18:28:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11690**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **All Appropriations**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **Saint Mary's Foundation**Contractor Name: **Saint Mary's Foundation**Address: **520 W. Sixth Street**City/State/Zip: **Reno, NV 89503**Contact/Phone: **Cari A. Rovig 775-770-6703**Vendor No.: **T81028055**NV Business ID: **NV19831003405**To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 %

Funding source will be determined by using agency.

Agency Reference #: **HD 11133 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of conference planning, and training throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,930,000.00**

Other basis for payment: Payment will be made based on acceptance of invoicing for services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Conference Planning and Training.

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

No state agencies or employees have the ability or experience to provide these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts 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:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	11/02/2010 07:24:07 AM
Division Approval	pweyrick	11/02/2010 07:24:10 AM
Department Approval	sderouss	11/03/2010 08:00:59 AM
Contract Manager Approval	wdemarc1	11/03/2010 10:37:14 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:32:04 AM
Team Lead Approval	jteska	11/29/2010 07:18:34 AM
BOE Agenda Approval	jteska	11/29/2010 07:18:39 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11691**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **All Appropriations**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Social Entrepreneurs, Inc**
 Contractor Name: **Social Entrepreneurs, Inc**
 Address: **6548 South McCarran Blvd Suite B**
 City/State/Zip: **Reno, NV 89509**
 Contact/Phone: **Sarah Boxx 775-324-4567**
 Vendor No.: **T27004599**
 NV Business ID: **NV19961250456**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11134 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of facilitation, community building, grant opportunities, training and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$4,330,000.00**

Other basis for payment: Payment will be made based on acceptance of invoicing for services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Facilitation, Community Building, Grant Opportunities, Training and Needs Assessment.

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

No state agencies or employees have the ability or experience to provide these services.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts 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	pweyrick	11/01/2010 08:38:33 AM
Division Approval	pweyrick	11/01/2010 08:38:36 AM
Department Approval	sderouss	11/03/2010 07:58:12 AM
Contract Manager Approval	wdemarc1	11/03/2010 10:37:25 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:35:01 AM
Team Lead Approval	jteska	11/24/2010 18:36:45 PM
BOE Agenda Approval	jteska	11/24/2010 18:36:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11692**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **TURNING POINT INC**
Contractor Name: **TURNING POINT INC**
Address: **PO BOX 1028**
City/State/Zip: **VIRGINIA CITY, NV 89440-1028**
Contact/Phone: **Dr. Deborah Loesch-Griffin 775/843-2275**
Vendor No.: **T29005273**
NV Business ID: **NV19881034454**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 %

Funding source will be determined by using agency.

Agency Reference #: **HD 11135 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the areas of facilitation, community building, program evaluation and needs assessment throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,660,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Facilitation, Community Building, Program Evaluation and Needs Assessment.

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

No state agencies or employees have the ability or experience to provide these services.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Various contracts 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	pweyrick	11/02/2010 07:34:17 AM
Division Approval	pweyrick	11/02/2010 07:34:21 AM
Department Approval	sderouss	11/03/2010 07:55:35 AM
Contract Manager Approval	wdemarc1	11/03/2010 10:37:39 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:24:48 AM
Team Lead Approval	jteska	11/29/2010 07:21:59 AM
BOE Agenda Approval	jteska	11/29/2010 07:22:02 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11693**

Agency Name: HEALTH DIVISION	Legal Entity Name: Walter R. McDonald & Associates, Inc.
Agency Code: 406	Contractor Name: Walter R. McDonald & Associates, Inc.
Appropriation Unit: All Appropriations	Address: 2720 Gateway Oaks Dr, Ste 250
Is budget authority available?: Yes	City/State/Zip: Sacramento, CA 95833
If "No" please explain: Not Applicable	Contact/Phone: Sharon Burke 916-239-4020
	Vendor No.:
	NV Business ID: NV20101740719

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Funding source will be determined by using agency.

Agency Reference #: **HD 11136 (RFP #1867)**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Public Health Svcs**

5. Purpose of contract:

This is a new contract to provide program activities in the area of program evaluation throughout all agencies and divisions of the Department of Health and Human Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,330,000.00**

Other basis for payment: **Payment will be made based on acceptance of invoicing for services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

These services are provided on a routine basis throughout the Department of Health and Human Services. This contract provides the option to use this vendor for Program Evaluation.

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

No state agencies or employees have the ability or experience to provide these services

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Multiple contracts were awarded to various vendors as a result of this RFP.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 04/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	pweyrick	11/02/2010 07:28:47 AM
Division Approval	pweyrick	11/02/2010 07:28:50 AM
Department Approval	sderouss	11/02/2010 17:13:55 PM
Contract Manager Approval	wdemarc1	11/03/2010 10:37:59 AM
Budget Analyst Approval	jborrowm	11/19/2010 07:40:22 AM
Team Lead Approval	jteska	11/24/2010 18:35:30 PM
BOE Agenda Approval	jteska	11/24/2010 18:35:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11590**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: BOARD OF REGENTS-UNR
Agency Code: 407	Contractor Name: BOARD OF REGENTS-UNR
Appropriation Unit: 3228-42	Address: UNR CONTROLLERS OFFICE MAIL STOP 0124
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89557-0025
If "No" please explain: Not Applicable	Contact/Phone: null775/784-4062
	Vendor No.: D35000816
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **SNAP**

5. Purpose of contract:

This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,759,420.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:41:59 PM
Division Approval	msmit5	10/26/2010 07:36:54 AM
Department Approval	sderouss	11/02/2010 13:11:33 PM
Contract Manager Approval	jholm	11/12/2010 08:18:38 AM
Budget Analyst Approval	cglover	11/12/2010 16:50:33 PM
Team Lead Approval	jteska	11/16/2010 08:01:45 AM
BOE Agenda Approval	jteska	11/16/2010 08:01:51 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11614**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: BOYS & GIRLS CLUB OF LAS VEGAS
Agency Code: 407	Contractor Name: BOYS & GIRLS CLUB OF LAS VEGAS
Appropriation Unit: 3228-44	Address: 2850 S LINDELL RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146-6815
If "No" please explain: Not Applicable	Contact/Phone: null702/367-2582
	Vendor No.: T80947631A
	NV Business ID: NV19611001462

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$290,055.00**

Other basis for payment: **Actual per invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

The Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:40:01 PM
Division Approval	msmit5	10/26/2010 07:31:09 AM
Department Approval	sderouss	11/02/2010 12:45:28 PM
Contract Manager Approval	jholm	11/12/2010 08:16:35 AM
Budget Analyst Approval	cglover	11/12/2010 17:21:47 PM
Team Lead Approval	jteska	11/16/2010 13:04:44 PM
BOE Agenda Approval	jteska	11/16/2010 13:04:48 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11615**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: EAST VALLEY FAMILY SERVICES
Agency Code: 407	Contractor Name: EAST VALLEY FAMILY SERVICES
Appropriation Unit: 3228-44	Address: 1800 E SAHARA AVE STE 111
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89104-3732
If "No" please explain: Not Applicable	Contact/Phone: null702/369-9433
	Vendor No.: T81095752
	NV Business ID: NV20041481002

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**
 Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$341,837.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada

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

The Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:33:16 PM
Division Approval	msmit5	11/01/2010 11:23:15 AM
Department Approval	sderouss	11/02/2010 13:29:10 PM
Contract Manager Approval	jholm	11/12/2010 08:16:21 AM
Budget Analyst Approval	cglover	11/12/2010 17:33:47 PM
Team Lead Approval	jteska	11/16/2010 13:08:01 PM
BOE Agenda Approval	jteska	11/16/2010 13:08:06 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11593**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 407	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 3228-42	Address: 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: null702/369-4357
	Vendor No.: T80351170C
	NV Business ID: NV19701000894

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	46.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	54.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **SNAP**

5. Purpose of contract:

This is a new contract for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$153,040.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:31:16 PM
Division Approval	rgillila	11/02/2010 14:33:44 PM
Department Approval	sderouss	11/05/2010 12:13:27 PM
Contract Manager Approval	jholm	11/12/2010 08:18:20 AM
Budget Analyst Approval	cglover	11/12/2010 18:15:08 PM
Team Lead Approval	jteska	11/16/2010 18:25:19 PM
BOE Agenda Approval	jteska	11/16/2010 18:25:23 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11621**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 407	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 3228-44	Address: 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: null702/369-4357
	Vendor No.: T80351170C
	NV Business ID: NV19701000894

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach Demo**

5. Purpose of contract:

This is a new contract for a demonstration project to implement a "Trusted Partner" network to be operated by the contractor. The Trusted Partner network will extend the reach of the Supplemental Nutrition Assistance Program (SNAP) to the low income and senior population of the State of Nevada while extending the resources of State Employees.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$370,519.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

The Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

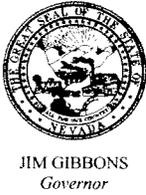
Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:32:09 PM
Division Approval	rgillila	11/02/2010 14:34:16 PM
Department Approval	sderouss	11/05/2010 12:15:29 PM
Contract Manager Approval	jholm	11/12/2010 08:16:06 AM
Budget Analyst Approval	cglover	11/12/2010 18:10:07 PM
Team Lead Approval	jteska	11/16/2010 18:30:24 PM
BOE Agenda Approval	jteska	11/16/2010 18:30:29 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

MICHAEL J. WILLDEN
Director

ROMAINE GILLILAND
Administrator

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11594**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: SOUTHERN NEVADA HEALTH
Agency Code: 407	Contractor Name: SOUTHERN NEVADA HEALTH
Appropriation Unit: 3228-42	Address: DISTRICT
Is budget authority available?: Yes	625 SHADOW LN
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89106
	Contact/Phone: null702/759-1249
	Vendor No.: T27001231
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor Cost Share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **SNAP**

5. Purpose of contract:

This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$219,198.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	10/08/2010 15:23:41 PM
Division Approval	msmit5	11/09/2010 07:48:26 AM
Department Approval	sderouss	11/09/2010 16:41:51 PM
Contract Manager Approval	jholm	11/12/2010 08:17:24 AM
Budget Analyst Approval	cglover	11/12/2010 17:17:58 PM
Team Lead Approval	jteska	11/16/2010 08:09:41 AM
BOE Agenda Approval	jteska	11/16/2010 08:09:46 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11580**

Agency Name: **WELFARE AND SUPPORT SERVICES**

Agency Code: **407**

Appropriation Unit: **3228-42**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **STEP 2 INC**

Contractor Name: **STEP 2 INC**

Address: **PO BOX 40674**

City/State/Zip: **RENO, NV 89504**

Contact/Phone: **null775/787-9411**

Vendor No.: **T80920903A**

NV Business ID: **NV19861005080**

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	48.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	52.00 % Vendor Cost Share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP**

5. Purpose of contract:

This is a new contract for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$28,209.00**

Other basis for payment: **Actual Per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:32:55 PM
Division Approval	msmit5	10/26/2010 07:36:02 AM
Department Approval	sderouss	11/02/2010 12:41:58 PM
Contract Manager Approval	jholm	11/12/2010 08:15:18 AM
Budget Analyst Approval	cglover	11/12/2010 18:06:34 PM
Team Lead Approval	jteska	11/16/2010 18:23:07 PM
BOE Agenda Approval	jteska	11/16/2010 18:23:10 PM
BOE Final Approval	Pending	



STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
1470 College Parkway
Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

MICHAEL J. WILLDEN
Director

ROMAINE GILLILAND
Administrator

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11597**

Agency Name:	WELFARE AND SUPPORT SERVICES	Legal Entity Name:	TE MOAK TRIBE OF WESTERN
Agency Code:	407	Contractor Name:	TE MOAK TRIBE OF WESTERN
Appropriation Unit:	3228-42	Address:	SHOSHONE/SPECIAL DIABETES PROG
Is budget authority available?:	Yes		525 SUNSET ST
If "No" please explain:	Not Applicable	City/State/Zip:	ELKO, NV 89801
		Contact/Phone:	null775/738-9251
		Vendor No.:	T29008879
		NV Business ID:	N/A

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	70.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	30.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **SNAP**

5. Purpose of contract:

This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,017.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	10/08/2010 15:32:33 PM
Division Approval	msmit5	10/26/2010 07:34:59 AM
Department Approval	sderouss	11/02/2010 12:57:58 PM
Contract Manager Approval	jholm	11/12/2010 08:16:51 AM
Budget Analyst Approval	cglover	11/12/2010 18:03:09 PM
Team Lead Approval	jteska	11/16/2010 18:15:49 PM
BOE Agenda Approval	jteska	11/16/2010 18:15:53 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF WELFARE AND SUPPORTIVE SERVICES

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Carson City, Nevada 89706-7924
(775) 684-0500 • Fax (775) 684-0656

MICHAEL J. WILLDEN
Director

ROMAINE GILLILAND
Administrator

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11617**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: THREE SQUARE
Agency Code: 407	Contractor Name: THREE SQUARE
Appropriation Unit: 3228-44	Address: 4190 N PECOS RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89115-0187
If "No" please explain: Not Applicable	Contact/Phone: null702/644-3663
	Vendor No.: T29016658
	NV Business ID: NV20061789154
To what State Fiscal Year(s) will the contract be charged?	2011-2012

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	45.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	55.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$425,863.00**

Other basis for payment: Actual per invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada

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

The Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	10/08/2010 15:34:02 PM
Division Approval	msmit5	11/09/2010 07:42:52 AM
Department Approval	sderouss	11/09/2010 16:40:24 PM
Contract Manager Approval	jholm	11/12/2010 08:15:47 AM
Budget Analyst Approval	cglover	11/12/2010 17:15:05 PM
Team Lead Approval	jteska	11/16/2010 08:18:08 AM
BOE Agenda Approval	jteska	11/16/2010 08:18:19 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

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

November 10, 2010

TO: Celestena Glover, Budget Analyst
Budget and Planning Division

VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

RE: Retroactive approval of the contract between the Division of Welfare and Supportive Services and Supplemental Nutrition Assistance Program Partner

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

The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11595**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: YERINGTON PAIUTE TRIBE
Agency Code: 407	Contractor Name: YERINGTON PAIUTE TRIBE
Appropriation Unit: 3228-42	Address: 171 CAMPBELL LN
Is budget authority available?: Yes	City/State/Zip: YERINGTON, NV 89447-9731
If "No" please explain: Not Applicable	Contact/Phone: null775/463-3301
	Vendor No.: T80981952
	NV Business ID: N/a
To what State Fiscal Year(s) will the contract be charged?	2011-2012

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	70.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	30.00 % Vendor cost share

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2010**
 Anticipated BOE meeting date **12/2010**

Retroactive? **Yes**

If "Yes", please explain

DWSS received notification of the funding approval and amounts on September 15, 2010. DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year. If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

3. Termination Date: **09/30/2011**
 Contract term: **364 days**

4. Type of contract: **Interlocal Agreement**
 Contract description: **SNAP**

5. Purpose of contract:

This is a new interlocal agreement for the implementation of the Supplemental Nutrition Assistance Program (SNAP) which provides nutrition education and assistance to low income families.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,294.00**
 Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program which provides nutrition education and assistance to low income families in Nevada.

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

The Division of Welfare and Supportive Services partners with various public and non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**
 Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutrition Assistance Program and is approved by the USDA are incorporated into the State of Nevada plan.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	10/08/2010 15:37:31 PM
Division Approval	rgillila	11/02/2010 14:34:35 PM
Department Approval	sderouss	11/05/2010 12:16:10 PM
Contract Manager Approval	jholm	11/12/2010 08:17:07 AM
Budget Analyst Approval	cglover	11/12/2010 18:12:27 PM
Team Lead Approval	jteska	11/16/2010 18:27:10 PM
BOE Agenda Approval	jteska	11/16/2010 18:27:30 PM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
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TO: Celestena Glover, Budget Analyst
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VIA: Romaine Gilliland, Administrator
Division of Welfare and Supportive Services

FROM: Jason Holm, Administrative Services Officer II

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The documents to request funding for the Supplemental Nutrition Assistance Program (SNAP) were sent to the United States Department of Agriculture (USDA) in June of 2010. DWSS received notification of the funding approval and amounts on September 15, 2010. Once approved, DWSS began the contracting process.

DWSS is requesting that the contract be approved retroactively to prevent reduction of future funds due to the Division not utilizing a full 12 months of approved funds as it pertains to a Federal Fiscal Year.

If the contract is not approved, it will result in delays of SNAP benefits for eligible families and possible discontinuance of programs.

Thank you for your assistance in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6254** Amendment Number: **1**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Department of Employment, Training and Rehabilitation**

Agency Code: **407** Contractor Name: **Department of Employment, Training and Rehabilitation**

Appropriation Unit: **3230-15** Address: **1370 South Curry Street**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89703**

If "No" please explain: **Not Applicable** Contact/Phone: **null7756844067**

Vendor No.: **INT000000**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date **10/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is an amendment to the original contract which provides vocational assessment testing for TANF clients. The amendment increases contract authority by \$33,000 from \$36,000 to \$69,000 for to maintain current level of services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$36,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$33,000.00
4. New maximum contract amount:	\$69,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

TANF recipients must complete activities preparing them for employment. This vocational assessment testing is used to identify employment interests and aptitudes.

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

This is an interlocal agreement with another State Agency that has the skills to provide this service.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and providing satisfactory service.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	09/07/2010 15:06:00 PM
Division Approval	msmit5	10/14/2010 09:21:55 AM
Department Approval	sderouss	10/20/2010 15:47:01 PM
Contract Manager Approval	jholm	10/21/2010 11:36:52 AM
Budget Analyst Approval	cglover	10/28/2010 09:25:59 AM
Team Lead Approval	jteska	10/29/2010 08:21:02 AM
BOE Agenda Approval	jteska	10/29/2010 08:21:07 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11705**

Agency Name:	MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name:	Saint Mary's HealthFirst dba Saint Mary's Health Enhancement
Agency Code:	408	Contractor Name:	Saint Mary's HealthFirst dba Saint Mary's Health Enhancement
Appropriation Unit:	3162-08	Address:	1625 E Prater Way Suite 102
Is budget authority available?:	Yes	City/State/Zip:	Sparks, NV 89434
If "No" please explain:	Not Applicable	Contact/Phone:	null775-352-6660
		Vendor No.:	
		NV Business ID:	NV19921071823
To what State Fiscal Year(s) will the contract be charged?	2011-2012		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **1 year and 198 days**

4. Type of contract: **Contract**

Contract description: **Registered Dietitian**

5. Purpose of contract:

This is a new contract to provide a Registered Dietitian to provide appropriate nutritional care to the consumers in our care. This shall include food and nutrition therapy in a timely and effective manner in accordance with standards of practice for nutrition and disease conditions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$81,000.00**

Other basis for payment: \$50.00 per hour, up to 580 hours in SFY2011 (\$29,000.00) + up to 1040 hours in SFY2012 (\$52,000.00), to be billed monthly, based on hours worked in previous month.

II. JUSTIFICATION

7. What conditions require that this work be done?

It is a Joint Commission requirement for accreditation that a Registered Dietitian be available to consumers to provide nutritional care, nutritional education and diet therapy in accordance with accepted professional practices and standards.

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

Our Dietitian recently resigned and an open announcement for the position has not resulted in the position being filled.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Not chosen in preference to others. The State position is still being posted in the hopes of filling our vacant position. Saint Mary's has the ability and willingness to provide coverage of this position until it is filled.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 07/01/2014

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:

2007 to present - Lakes's Crossing Center - Satisfactory

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhefne1	11/03/2010 12:28:27 PM
Division Approval	mhefne1	11/09/2010 11:42:56 AM
Department Approval	sderouss	11/09/2010 16:44:53 PM
Contract Manager Approval	cweil	11/10/2010 11:14:14 AM
Budget Analyst Approval	rhage1	11/10/2010 17:23:22 PM
Team Lead Approval	jteska	11/15/2010 18:57:06 PM
BOE Agenda Approval	jteska	11/15/2010 18:57:14 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6611** Amendment Number: **1**

Legal Entity Name: **UNIVERSITY NEVADA SCHOOL MEDIC dba MEDSchool Associates North**

Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Contractor Name: **UNIVERSITY NEVADA SCHOOL MEDIC dba MEDSchool Associates North**

Agency Code: **408** Address: **1664 N Virginia St-MS0332**

Appropriation Unit: **3162-08** City/State/Zip: **Reno, NV 89557-0332**

Is budget authority available?: **Yes** Contact/Phone: **Gail Smith 7757846003**

If "No" please explain: **Not Applicable** Vendor No.: **T80991321**

NV Business ID: **Not Applicable**

To what State Fiscal Year(s) will the contract be charged? **2010-2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2011**Contract term: **1 year and 364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract which provides locum tenens services to the seriously mentally ill consumers of this agency. This amendment increases the maximum amount from \$540,000.00 to \$680,680.00, due to the addition of clinical hours as well as the addition of Officer of the Day pay for weekends, holidays and weeknights.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$540,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$140,680.00
4.	New maximum contract amount:	\$680,680.00

II. JUSTIFICATION

7. What conditions require that this work be done?

To maintain community standards of care in mentally ill consumers during periods of staff shortages

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

This is an Interlocal Contract between government agencies

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

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

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

Not chosen in preference to others. Agency has and will continue to contract for services to provide continuous care to our consumers

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:

2004 to present - NNAMHS - Satisfactory

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	mhefne1	10/25/2010 11:55:16 AM
Division Approval	mhefne1	11/03/2010 09:23:07 AM
Department Approval	sderouss	11/03/2010 09:48:23 AM
Contract Manager Approval	cweil	11/03/2010 11:22:07 AM
Budget Analyst Approval	rhage1	11/04/2010 14:46:50 PM
Team Lead Approval	jteska	11/05/2010 07:24:06 AM
BOE Agenda Approval	jteska	11/05/2010 07:24:12 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11656**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	FLORIDA INSTITUTE FOR NEUROLOGIC REHABILITATION, INC.
Agency Code:	409	Contractor Name:	FLORIDA INSTITUTE FOR NEUROLOGIC REHABILITATION, INC.
Appropriation Unit:	3263-36	Address:	PO BOX 1348
Is budget authority available?:	Yes	City/State/Zip:	WAUCHULA, FL 33873-1348
If "No" please explain:	Not Applicable	Contact/Phone:	null863/767-4484
		Vendor No.:	T29002667A
		NV Business ID:	Out of State
To what State Fiscal Year(s) will the contract be charged?	2011-2014		

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/07/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **Yes**

If "Yes", please explain

The contract was delayed due to the length of time it took for the vendor to get confirmation from the secretary of state office concerning a business license. This process added on 12 working days to the process. Without this delay we would have made the October 7, 2010 deadline set by the budget office. There were also some other barriers throughout the process. These included rate negotiations, waiting for paperwork from the contractor and insurance verification.

3. Termination Date: **01/31/2014**Contract term: **3 years and 56 days**4. Type of contract: **Contract**Contract description: **Juvenile Justice**

5. Purpose of contract:

This is a new contract to provide educational services as required by federal law for a child under the care of the State of Nevada, Division of Child and Family Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$296,064.00**

Payment for services will be made at the rate of \$257.00 per day

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada, Division of Child and Family Services must provide researched based interventions to meet treatment/educational goals for youth in its care. Client requires neurologic rehabilitation for a traumatic brain injury.

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

This facility is mandated by the Nevada court system.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 100912

Approval Date: 09/23/2010

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

Court ordered.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently with the Division of Child and Family Services. From December 7, 2006 to present. 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 **Out of state facility.**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

Was told by the Secretary of State office that a business license will not be necessary due to the fact that this facility is located in Florida.

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.

No state business license.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	10/20/2010 15:44:17 PM
Division Approval	dkluever	10/20/2010 15:44:31 PM
Department Approval	sderouss	11/05/2010 12:05:34 PM
Contract Manager Approval	rjacob3	11/08/2010 08:03:03 AM
Budget Analyst Approval	nhovden	11/19/2010 10:55:44 AM
Team Lead Approval	jteska	11/23/2010 17:59:33 PM
BOE Agenda Approval	jteska	11/23/2010 17:59:40 PM
BOE Final Approval	Pending	



JIM GIBBONS
Gov ernor

2010 SEP 27 AM 11 08

CENTRAL OFFICE

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:

100912

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Department of Health and Human Services, Division of Child and Family Services, Richard Jacobs, Contract Compliance Manager, 684-4413, rjacobs@dohhs.nv.gov
 b. Vendor contact information: Florida Institute for Neurologic Rehab. Inc., Steve Tulman, 800-697-5390
 c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased: The purpose of this contract is to provide educational services for an adolescent youth, a ward of the State of Nevada, DCFS, under the jurisdiction of the Nevada Youth Parole Bureau. Youth's Medicaid number 00000613662.
3. Describe the unique qualification required for the service or good to be purchased: The residential Treatment provider for subject youth must thoroughly understand behavioral/emotional issues manifested by adolescent youth with traumatic brain injury. Florida Institute for Neurologic Rehab. Inc. has been specifically recruited, professionally trained, and supported to implement researched-based interventions to meet rehabilitative and educational goals for the subject youth.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: The youth has been residing at the Florida Institute for Neurologic Rehab. Inc. since December 2006 and is now written into the child's case plan with the Second Judicial District Court. (Copy attached) Florida Institute for Neurologic Rehab. Inc. has been selected as the best provider of neurologic rehabilitative care for the subject youth because they utilize evidence-based educational services and integrate these services into a cohesive treatment plan for youth with traumatic brain injury. Florida Institute for Neurologic rehab. Is the only treatment provider that utilizes researched-based interventions for traumatic brain injury that can offer these services to the subject youth in a timely fashion and protect the continuity of care for the patient by continuing services that have already been established.
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 most significant consequence of the denial of this waiver request would be to this single youth whose special needs are being met by this facility for the past four years. Placement in another facility would deny this youth necessary services. This facility has committed to a comprehensive long-term treatment plan for this youth and can provide the sophisticated and complex community reorientation plan that will ultimately be required.
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. Florida Institute for Neurologic Rehab. Inc. is the only treatment provider that uses researched-based interventions for traumatic brain injury and could offer educational services to the subject youth in a timely fashion. Florida Institute for Neurologic Rehab. Inc. is also the only facility accredited by both the joint

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? It has been determined that the Florida Institute for Neurologic Rehab. Inc. is the only choice that offered the necessary services and was willing to admit the subject youth.
8. What is the estimated value and length of the contract, amendment or request? The length of this contract will be December 7, 2010 to January 31, 2014. The value of the contract will be \$296,064.00.
- a. New contract Y N
- b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Division of Child and Family
Services

hereby requests approval for

Florida Institute for Neurologic
Rehabilitation

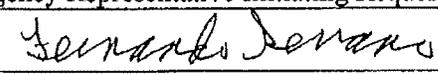
Requesting agency

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 	SEP 21, 2010
Agency Representative Initiating Request	Date
X 	9-21-10
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ N/A _____	_____
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.158(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

become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X <i>Kimberly Scott</i> <i>obo</i>	9/23/10
Administrator, Purchasing Division	Date



STATE OF NEVADA

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

4126 Technology Way, 3rd floor
Carson City, Nevada 89706
(775) 684-4400 – FAX (775) 684-4455

MEMORANDUM

TO: Andrew Clinger, Director
Budget Division

THROUGH: Diane Comeaux, Administrator
Division of Child and Family Services

FROM: Fernando Serrano, Deputy Director, Juvenile Justice Services

F. Serrano

DATE: October 6, 2010

SUBJECT: Retroactive Contract date

A retroactive effective date of December 7, 2010 is requested for this Independent Contract with Florida Institute for Neurologic Rehabilitation, Inc. This contract provides for educational services as required by federal law for a child in the care of the State of Nevada, Child and Family Services.

The BOE date for this contract will be December 14, 2010 therefore we are requesting an 8 day retroactive extension. The contract was delayed due to the length of time it took for the vendor to get confirmation from the secretary of state office concerning a business license. This process added on 12 working days to the process. Without this delay we would have made the October 7, 2010 deadline set by the budget office. There were also some other barriers throughout the process. These included rate negotiations, waiting for paperwork from the contractor and insurance verification. Approval of this retroactivity request would be greatly appreciated as it is important to not interrupt these client services. I can assure you that next time we will set a different timeline so these contracts are submitted prior to the deadline.

Thank you for your consideration of this request. If you have any questions, contact me at 775-684-4429.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11694**

Agency Name: CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name: NNAMHS
Agency Code: 409	Contractor Name: NNAMHS
Appropriation Unit: 3281-04	Address: 480 GALLETTI WAY
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775-688-2030
	Vendor No.: D40802000
	NV Business ID: Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2011-2012

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	40.50 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	58.50 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	1.00 % Insurance

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2011**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **NNCAS**

5. Purpose of contract:

This is a new interlocal agreement to provide prepared meals seven days a week, three times a day to Northern Nevada Child and Adolescent Services, Adolescent Treatment Center located on the Northern Nevada Adult Mental Health Services Grounds.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$96,360.00**

Other basis for payment: The cost of each meal shall be determined by the total number of meals served.

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency has a 16 bed adolescent treatment center serving severely emotionally disturbed adolescents. Agency clients in this program stay in the program 24 hours a day and need to be served meals as part of their treatment plan.

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

Kitchen facilities are not available and there are no staff to prepare meals for 16 clients in this institutional setting.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

This is an Intrastate Interlocal Contract whereas, Northern Nevada Child and Adolescent Services have contracted with Northern Nevada Adult Mental Health Services who currently contracts with HDS services for distribution of meals.

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:

Northern Nevada Child and Adolescent Services have contracted with Northern Nevada Adult Mental Health Services who currently contracts with HDS services since 2005 and current. The service has been satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dkluever	10/20/2010 15:46:03 PM
Division Approval	dkluever	10/20/2010 15:46:34 PM
Department Approval	sderouss	11/02/2010 14:37:36 PM
Contract Manager Approval	rjacob3	11/04/2010 16:43:30 PM
Budget Analyst Approval	nhovden	11/10/2010 16:06:29 PM
Team Lead Approval	jteska	11/15/2010 18:50:16 PM
BOE Agenda Approval	jteska	11/15/2010 18:50:41 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11661**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: ASPEN ELECTRIC LLC DBA
Agency Code: 431	Contractor Name: ASPEN ELECTRIC LLC DBA
Appropriation Unit: 3650-04	Address: ASPEN ELECTRIC 855 S CENTER ST STE 200
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501-2305
If "No" please explain: Not Applicable	Contact/Phone: null775/830-2983
	Vendor No.: T29023559
	NV Business ID: NV20061161191

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 30-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/14/2014**

Contract term: **4 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to establish electrical services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.96**

Other basis for payment: as invoiced per completed job, not to exceed \$24,999.99 per fiscal year or \$99,999.96 for the 4 consecutive fiscal years.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is 4 year contract so we have electrical services with set pricing available 24-7.

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

The agency is in need of licensed electricians for large projects.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor has demonstrated competence for us over the years.

d. Last bid date: 10/17/2010 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 Office of the Military contracted with this vendor in FY10 and the services provided were satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	11/09/2010 16:41:25 PM
Division Approval	criley	11/09/2010 16:41:28 PM
Department Approval	criley	11/09/2010 16:41:30 PM
Contract Manager Approval	criley	11/09/2010 16:41:33 PM
Budget Analyst Approval	jborrowm	11/18/2010 14:55:54 PM
Team Lead Approval	jteska	11/23/2010 18:46:44 PM
BOE Agenda Approval	jteska	11/23/2010 18:46:47 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11721**Agency Name: **ADJUTANT GENERAL & NATL
GUARD**Agency Code: **431**Appropriation Unit: **3650-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BUILDING & SITE ENGINEERING**Contractor Name: **BUILDING & SITE ENGINEERING**Address: **INC
2565 Clapham Lane**City/State/Zip: **MINDEN, NV 89423-8629**Contact/Phone: **Thomas A. Dallaire 775/690-8366**Vendor No.: **T29021827**NV Business ID: **NV20051107640**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD 45-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/30/2011**Contract term: **240 days**4. Type of contract: **Contract**Contract description: **N. NV Site Surveys**

5. Purpose of contract:

This is a new contract to perform professional services of performing records of survey for the northern Nevada armories to include providing all necessary documentation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$48,863.69**

Other basis for payment: As invoiced, bi-monthly. Not to exceed \$48,863.69.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Statewide Master Plan for the Nevada National Guard requires that a statewide survey of all properties be performed.

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

State employees do not possess requisite skills and certifications to perform topographical surveys.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

The vendor has requisite skills and certifications to perform the professional engineered surveys.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The 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	11/04/2010 10:13:19 AM
Division Approval	criley	11/04/2010 10:13:21 AM
Department Approval	criley	11/04/2010 10:13:23 AM
Contract Manager Approval	criley	11/04/2010 10:13:25 AM
Budget Analyst Approval	jborrowm	11/16/2010 10:41:03 AM
Team Lead Approval	jteska	11/18/2010 07:51:31 AM
BOE Agenda Approval	jteska	11/18/2010 07:51:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11720**Agency Name: **ADJUTANT GENERAL & NATL
GUARD**Agency Code: **431**Appropriation Unit: **3650-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **BUILDING & SITE ENGINEERING, Inc**Contractor Name: **BUILDING & SITE ENGINEERING, Inc**Address: **Attn: Thomas A. Dallaire
2565 Clapham Lane**City/State/Zip: **MINDEN, NV 89423-8629**Contact/Phone: **Thomas A. Dallaire 775/690-8366**Vendor No.: **T29021827**NV Business ID: **NV20051107640**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD #44-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/30/2011**Contract term: **240 days**4. Type of contract: **Contract**Contract description: **S. NV Site Surveys**

5. Purpose of contract:

This is a new contract to perform professional services of performing records of survey for the southern and rural Nevada armories to include providing all necessary documentation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,368.95**Other basis for payment: **As invoiced bi-monthly, not to exceed \$17,368.95.****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Statewide Master Plan for the Nevada National Guard requires that a statewide survey of all properties be performed.

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

State employees do not possess requisite skills and certifications to perform topographical surveys.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

The vendor has requisite skills and certifications to perform the professional engineered surveys.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The 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	11/04/2010 09:56:08 AM
Division Approval	criley	11/04/2010 09:56:11 AM
Department Approval	criley	11/04/2010 09:56:13 AM
Contract Manager Approval	criley	11/04/2010 09:56:16 AM
Budget Analyst Approval	jborrowm	11/16/2010 10:31:46 AM
Team Lead Approval	jteska	11/18/2010 07:49:09 AM
BOE Agenda Approval	jteska	11/18/2010 07:49:13 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11660**

Agency Name: **ADJUTANT GENERAL & NATL GUARD**

Agency Code: **431**

Appropriation Unit: **3650-04**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **CAL 1 SERVICES INC**

Contractor Name: **CAL 1 SERVICES INC**

Address: **3439 BASALT DR**

City/State/Zip: **CARSON CITY, NV 89705**

Contact/Phone: **null775/883-5625**

Vendor No.: **PUR0003600**

NV Business ID: **NV19991283712**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 34-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/14/2014**

Contract term: **4 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Locksmith Services**

5. Purpose of contract:

This is a new contract to establish locksmithing services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.96**

Other basis for payment: as invoiced per completed job, not to exceed \$24,999.99 per fiscal year / \$99,999.96 for 4 consecutive fiscal years.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is 4 year contract so we have locksmithing services with set pricing available 24-7.

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

The agency is in need of licensed locksmith for large projects.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor has demonstrated competence for us over the years and was the only vendor to submit a bid.

d. Last bid date: 10/17/2010 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 Office of the Military contracted with this vendor in FY09 and the services provided were 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	11/09/2010 16:28:56 PM
Division Approval	criley	11/09/2010 16:28:58 PM
Department Approval	criley	11/09/2010 16:29:01 PM
Contract Manager Approval	criley	11/09/2010 16:29:04 PM
Budget Analyst Approval	jborrowm	11/18/2010 14:55:10 PM
Team Lead Approval	jteska	11/23/2010 18:48:42 PM
BOE Agenda Approval	jteska	11/23/2010 18:48:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11718**

Agency Name: **ADJUTANT GENERAL & NATL GUARD**

Agency Code: **431**

Appropriation Unit: **3650-10**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **MCKEON DOOR OF NEVADA INC**

Contractor Name: **MCKEON DOOR OF NEVADA INC**

Address: **Attn: Kevin Sweeney
3174 W POST RD BLDG C**

City/State/Zip: **LAS VEGAS, NV 89118-3838**

Contact/Phone: **Kevin Sweeney 702/636-9338**

Vendor No.: **T27024374**

NV Business ID: **NV19961075756**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD: 1874-2011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2012**

Contract term: **1 year and 352 days**

4. Type of contract: **Contract**

Contract description: **Bay Door Retrofit**

5. Purpose of contract:

This is a new contract to provide and install coiling insulated bay doors in three groups of eight doors at the designated National Guard facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$550,000.00**

Other basis for payment: \$172,876.00 for group one (1) set of (8) eight doors, \$173,450.00 for group two (2) set of (8) eight doors and \$201,731.00 for group three (3) set of (8) eight doors. As invoiced, not to exceed \$550,000.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per our Adjutant General's guidance, we must reduce our energy consumption. The old non-efficient doors are a large pay-off for saving energy.

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 requisite skills or equipment for a project of this magnitude.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

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

d. Last bid date: 09/21/2010 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 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	11/03/2010 10:57:39 AM
Division Approval	criley	11/03/2010 10:57:44 AM
Department Approval	criley	11/03/2010 10:57:49 AM
Contract Manager Approval	criley	11/03/2010 10:57:52 AM
Budget Analyst Approval	jborrowm	11/16/2010 07:57:08 AM
Team Lead Approval	jteska	12/01/2010 10:08:36 AM
BOE Agenda Approval	jteska	12/01/2010 10:08:40 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11662**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: WALSH ODYSSEY ENGINEERING INC
Agency Code: 431	Contractor Name: WALSH ODYSSEY ENGINEERING INC
Appropriation Unit: 3650-04	Address: DBA ODYSSEY ENGINEERING INC 895 ROBERTA LN STE 104 SPARKS, NV 89431-1898
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-1898
If "No" please explain: Not Applicable	Contact/Phone: null775/359-3303
	Vendor No.: T29022158
	NV Business ID: NV19901023985
To what State Fiscal Year(s) will the contract be charged? 2011-2015	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 29-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/14/2014**Contract term: **4 years and 14 days**4. Type of contract: **Contract**Contract description: **Engineering Services**

5. Purpose of contract:

This is a new contract to establish engineering services for the 24-7 operation of the Nevada National Guard, statewide. Actual work will be on an as needed-basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$160,000.00**

Other basis for payment: as invoiced per completed job, not to exceed \$40,000.00 per fiscal year / \$160,000.00 for 4 consecutive fiscal years.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is 4 year contract so we have engineering services with set pricing available 24-7.

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

The agency is in need of licensed engineering for large projects.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

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

In accordance with NRS 332.115 para 1.(b) and NAC 333.150 para 2.(b), this is a professional service and does not require other bids/proposals; also this vendor has demonstrated competence for us over the years

d. Last bid date: 09/13/2010 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 Office of the Military contracted with this vendor in FY10 and the services provided were 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	11/10/2010 11:40:30 AM
Division Approval	criley	11/10/2010 11:40:32 AM
Department Approval	criley	11/10/2010 11:40:39 AM
Contract Manager Approval	criley	11/10/2010 11:40:42 AM
Budget Analyst Approval	jborrowm	11/18/2010 14:54:10 PM
Team Lead Approval	jteska	11/23/2010 18:52:23 PM
BOE Agenda Approval	jteska	11/23/2010 18:52:37 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11740**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: Western Pacific Electrical, Inc
Agency Code: 431	Contractor Name: Western Pacific Electrical, Inc
Appropriation Unit: 3650-04	Address: 2395 Tampa St., Ste. C
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: null775-324-2700
	Vendor No.:
	NV Business ID: NV20021497404

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 30-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/14/2014**

Contract term: **4 years and 14 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to establish electrical services for the 24-7 operation of the Nevada National Guard for the Northern Nevada region. Actual work will be on an as needed-basis and will be subject to competitive bidding per regulations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.96**

Other basis for payment: as invoiced per completed job, not to exceed \$24,999.99 per fiscal year/\$99,999.96 for 4 consecutive fiscal years.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a 4 year contract so we have electrical services with set pricing available 24-7.

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

The agency is in need of licensed electricians for large projects.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor has demonstrated competence for us on current projects on site.

d. Last bid date: 10/17/2010 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 Office of the Military, Nevada Army National Guard, is currently in contract with this vendor in FY10 and so far 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	11/09/2010 17:00:23 PM
Division Approval	criley	11/09/2010 17:00:30 PM
Department Approval	criley	11/09/2010 17:00:33 PM
Contract Manager Approval	criley	11/09/2010 17:00:38 PM
Budget Analyst Approval	jborrowm	11/18/2010 14:56:23 PM
Team Lead Approval	jteska	11/23/2010 18:32:37 PM
BOE Agenda Approval	jteska	11/23/2010 18:32:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6271** Amendment Number: **1**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **C & M Food Distributing**

Agency Code: **440** Contractor Name: **C & M Food Distributing**

Appropriation Unit: **3706-50** Address: **7935 Sugar Pine Court**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89523**

If "No" please explain: **Not Applicable** Contact/Phone: **Mike Forte 775.787.3020**

Vendor No.: **PUR0000091**

NV Business ID: **NV19881022144**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **7178**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is an amendment to the original contract, which provides food products for inmates statewide at a competitive price. This amendment extends the termination date from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$9,055,698 to \$11,055.698.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: **\$9,055,698.00**
 - 2. Total amount of any previous contract amendments: **\$0.00**
 - 3. Amount of current contract amendment: **\$2,000,000.00**
 - 4. New maximum contract amount: **\$11,055,698.00**
- and/or the termination date of the original contract has changed to: **06/30/2013**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Corrections (NDOC) Food Service Policies and Procedures require all inmates are provided with three nutritionally adequate meals per day, at a reasonable cost.

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

The State is not able to provide the amount and variety of food required to feed the inmates.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Pricing and availability of specific items made them a great secondary contract choice.

d. Last bid date: 02/03/2009 Anticipated re-bid date: 02/03/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY10 - current; NDOC. Services have been verified as satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	09/29/2010 12:01:48 PM
Division Approval	bfarris	09/29/2010 12:34:39 PM
Department Approval	dreed	09/29/2010 16:53:03 PM
Contract Manager Approval	cphenix	10/21/2010 13:14:23 PM
Budget Analyst Approval	sbrown	10/25/2010 08:02:34 AM
Team Lead Approval	cwatson	11/24/2010 15:56:04 PM
BOE Agenda Approval	cwatson	11/24/2010 15:56:09 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11581**Amendment Number: **1**Agency Name: **DEPARTMENT OF CORRECTIONS**Legal Entity Name: **Mehrdad Moghimi Environmental Engineering & Management PLLC**Agency Code: **440**Contractor Name: **Mehrdad Moghimi Environmental Engineering & Management PLLC**Appropriation Unit: **3710-09**Address: **18124 Wedge Parkway #502**Is budget authority available?: **Yes**City/State/Zip: **Reno, NV 89511**If "No" please explain: **Not Applicable**Contact/Phone: **Mehrdad Moghimi 775.851.0300**

Vendor No.:

NV Business ID: **NV20081248330**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/06/2010**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2010**Contract term: **86 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is an amendment to the original contract, which provides assistance to the Department of Corrections with renewing the Class II Air Quality Operating Permit for the Northern Nevada Correctional Center. This amendment increases the maximum amount from \$9,500 to \$10,900 due to the addition of Phase II services.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$9,500.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$1,400.00
4.	New maximum contract amount:	\$10,900.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The current permit was issued on February 1, 2006 and, per NAC 445b.315, will expire and is subject to renewal every 5 years after the issuance date.

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

These services require the use of an environmental engineer. The Department of Corrections does not have the qualified staff and no other agency does this work.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

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

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

It was determined that they are able to provide the necessary services within the Department's budget.

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:

FY11 NDOC. Service has been verified as satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	dbec2	10/22/2010 08:33:51 AM
Division Approval	dreed	10/25/2010 08:57:44 AM
Department Approval	dreed	10/25/2010 08:57:49 AM
Contract Manager Approval	cphenix	11/10/2010 09:13:32 AM
Budget Analyst Approval	sbrown	11/12/2010 16:48:57 PM
Team Lead Approval	cwatson	11/24/2010 15:06:55 PM
BOE Agenda Approval	cwatson	11/24/2010 15:06:58 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10893** Amendment Number: **1**
 Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **Alpine Steel, LLC**
 Agency Code: **440** Contractor Name: **Alpine Steel, LLC**
 Appropriation Unit: **3711-16** Address: **4071 Ponderosa Way**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89118**
 If "No" please explain: **Not Applicable** Contact/Phone: **Alpine Steel, LLC 702.367.8335**
 Vendor No.: **T27025112**
 NV Business ID: **NV19961013940**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/14/2010**
 Anticipated BOE meeting date **12/2010**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2010**
 Contract term: **3 years and 48 days**
 4. Type of contract: **Contract**
 Contract description: **Transitional Service**

5. Purpose of contract:
This is an amendment to the original contract, which provides work skills classes to inmates housed in facilities in Southern Nevada. This amendment increases the maximum amount from \$9,966 to \$34,965 and extends the termination date from December 31, 2010 to June 30, 2013, as the department received additional grant funding, allowing for additional classes.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,966.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$24,999.00
4. New maximum contract amount:	\$34,965.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
The need to meet the performance indicators mandated by Federal grants as well as preparing inmates for employment upon release.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Department of Corrections does not have the expertise required.

9. Were quotes or proposals solicited? **Yes**

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

Alpine Steel responded to the Department's solicitation for transitional services (201015). They are one of many vendors who are able to meet the needs of the Department. Multiple contract awards will be made from this solicitation.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY11 - NDOC. Services have been verified as satisfactory.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	11/09/2010 10:43:39 AM
Division Approval	bfarris	11/09/2010 10:43:47 AM
Department Approval	dreed	11/10/2010 11:44:19 AM
Contract Manager Approval	cphenix	11/10/2010 13:00:41 PM
Budget Analyst Approval	sbrown	11/17/2010 07:11:59 AM
Team Lead Approval	cwatson	11/24/2010 15:03:34 PM
BOE Agenda Approval	cwatson	11/24/2010 15:03:38 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11727**

Agency Name: **COMMISSION ON MINERAL RESOURCE**

Agency Code: **500**

Appropriation Unit: **4219-39**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Peter A. Herrera**

Contractor Name: **Peter A. Herrera**

Address: **Hergon Mine Securing Solutions
9424 Morehouse Place**

City/State/Zip: **Las Vegas, NV 89123**

Contact/Phone: **null702-496-4709**

Vendor No.: **in progress**

NV Business ID: **NV20101651848**

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 %	Dangerous Mine Fee & Abandoned Mine Securing Fee
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	Other funding	0.00 %	

Agency Reference #: **500**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/14/2011**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **AML Investigation**

5. Purpose of contract:

This is a new contract to investigate hazardous abandoned mine openings in Clark County which have been previously secured to assess the current condition of the securing and make repairs if necessary. There are approximately 1,200 such mine openings in Clark County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Other basis for payment: **\$275 for manager + \$150 for field technician per day**

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 513 requires the discovery and securing of dangerous conditions resulting from practices which took place at mines that are no longer operating. This work will insure the mines remain secure.

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

NDOM employees do not have the time. Employees of other state agencies do not have the knowledge.

9. Were quotes or proposals solicited? **Yes**

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

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

[Redacted]

b. Solicitation Waiver: **Not Applicable**

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

This contractor will provide more actual field time than the others.

d. Last bid date: 08/27/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
Yes

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddriesne	11/08/2010 10:50:17 AM
Division Approval	ddriesne	11/08/2010 10:50:21 AM
Department Approval	ddriesne	11/08/2010 10:50:24 AM
Contract Manager Approval	ddriesne	11/08/2010 10:50:28 AM
Budget Analyst Approval	jstrandb	11/12/2010 16:46:13 PM
Team Lead Approval	jmurph1	11/15/2010 07:38:22 AM
BOE Agenda Approval	jmurph1	11/15/2010 07:38:31 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV4457** Amendment Number: **2**

Agency Name: **WILDLIFE DIVISION** Legal Entity Name: **United States Forest Service**

Agency Code: **702** Contractor Name: **United States Forest Service**

Appropriation Unit: **1511-91** Address: **1200 Franklin Way**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89431**

If "No" please explain: **Not Applicable** Contact/Phone: **null7753555399**

Vendor No.: **PUR00001345**

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	X Bonds	100.00 % Q-1
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **08-14**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2007**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2010**

Contract term: **5 years and 113 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Professional Services**

5. Purpose of contract:

This is an amendment to the original contract for the construction of bat compatible gates on abandoned mines in Nevada. This amendment extends the termination date from December 31, 2010 to December 31, 2012, and increases the maximum amount from \$140,000 to \$210,000.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$140,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$70,000.00
4. New maximum contract amount:	\$210,000.00

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?

This contract protects both native Nevada bats and the public (by keeping them from accidentally entering abandoned mines). NDOW secured a Question 1 grant supplement specifically for this purpose.

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

Manpower is limited for a project of this scope and the USFS can perform the task more quickly and at a cost savings to the Department of Wildlife and the State of Nevada.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

USFS - a government agency - is already conducting this activity for Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No

If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

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

No

If "Yes", please provide employment termination date.

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

No

If "Yes", please explain

Not Applicable

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

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The U.S. Forest Service has been conducting this work under this contract since 2008. Work has been satisfactory.

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

No

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	11/02/2010 16:04:25 PM
Division Approval	mkrumena	11/02/2010 16:04:29 PM
Department Approval	mkrumena	11/02/2010 16:04:32 PM
Contract Manager Approval	mkrumena	11/02/2010 16:04:36 PM
Budget Analyst Approval	kkolbe	11/08/2010 13:15:47 PM
Team Lead Approval	jmurph1	11/13/2010 11:00:38 AM
BOE Agenda Approval	jmurph1	11/13/2010 11:00:42 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11707**

Agency Name: WILDLIFE	Legal Entity Name: UNR - Biology Department
Agency Code: 702	Contractor Name: UNR - Biology Department
Appropriation Unit: 4452-57	Address: Biology Department, MS314
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89557
If "No" please explain: Not Applicable	Contact/Phone: null775-784-1302
	Vendor No.: D35000816
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged? 2011	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	87.00 %	X Bonds	13.00 % Q-1
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 11-23

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2011**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **WAP Adaptive Mgmt**

5. Purpose of contract:

This is a new contract for completion of the Wildlife Action Plan Adaptive Management Monitoring Framework and the Adaptive Management Strategy incorporating climate change analysis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Quarterly upon receipt of a valid invoice and approval of the project manager.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada's Wildlife Action Plan (WAP) was completed and approved by the U.S. Fish and Wildlife Service (USFWS) in December, 2005. The Plan supports management activities that sustain and recover the State's wildlife and ecosystems. NDOW has been developing performance indicators for the Plan's conservation strategies to measure habitat and wildlife population responses in three habitat types - sagebrush, Mojave desert and springs/riparian. Indicators have been developed for sagebrush and a monitoring project initiated. UNR will assist in this process for Mojave Desert and springs/riparian. Also, UNR will provide a new chapter for the WAP on adaptive management and performance monitoring as affected by climate change in order to meet USFWS requirements.

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

UNR staff have been collaborating with various scientific groups across the country in developing the adaptive management strategy for Wildlife Action Plans across the U.S. NDOW staff do not have sufficient available time to perform the task.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

UNR will use the knowledge and experience gained in implementing the adaptive management strategy of the WAP to design and write the adaptive management chapter on climate change.

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:

Same principal investigator has done work for NV Dept. of Wildlife during 2009. The performance was exemplary and met all of our objectives.

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	11/01/2010 17:08:36 PM
Division Approval	mkrumena	11/01/2010 17:08:40 PM
Department Approval	mkrumena	11/01/2010 17:08:43 PM
Contract Manager Approval	mkrumena	11/01/2010 17:08:47 PM
Budget Analyst Approval	kkolbe	11/08/2010 13:13:43 PM
Team Lead Approval	jmurph1	11/13/2010 11:02:53 AM
BOE Agenda Approval	jmurph1	11/13/2010 11:02:57 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **11698**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4452-00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **USDA Natural Resources Conservation Service**Contractor Name: **USDA Natural Resources Conservation Service**Address: **1365 Corporate Blvd.**City/State/Zip: **Reno, NV 89502**Contact/Phone: **Michael Odegard 775-856-8500**

Vendor No.:

NV Business ID: **N/A**To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **A-202**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/13/2011**Contract term: **1 year and 12 days**4. Type of contract: **Revenue Contract**Contract description: **NRCS Farm Bill funds**

5. Purpose of contract:

This is a new revenue contract to support NDOW staff acting as the USDA/NRCS Farm Bill Private Lands Coordinator and to document cooperative undertakings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,000.00**Other basis for payment: **Approved reimbursement requests by NDOW with documentation of work, no less than quarterly.****II. JUSTIFICATION**

7. What conditions require that this work be done?

The USDA Farm Bill program will benefit wildlife species and their habitats throughout Nevada. Through Farm Bill funding NRCS can financially support shared positions. This contract will accelerate the participation and delivery of conservation technical assistance and NRCS Farm Bill conservation programs that are of mutual interest to NRCS and NDOW. The agreement also documents a cooperative undertaking between NDOW and NRCS to provide technical assistance in wildlife improvement activities to private and public lands, landowners, residents and organizations in Nevada.

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

NDOW funding is insufficient to maintain existing staff who perform the duties of Farm Bill implementation, field work, inter-agency coordination, landowner relations and other duties associated with the objectives of this agreement. This agreement provides NDOW with additional financial resources.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	10/20/2010 14:17:06 PM
Division Approval	mkrumena	10/20/2010 14:17:09 PM
Department Approval	mkrumena	10/20/2010 14:17:12 PM
Contract Manager Approval	mkrumena	10/20/2010 14:17:15 PM
Budget Analyst Approval	kkolbe	10/28/2010 13:23:55 PM
Team Lead Approval	jmurph1	11/02/2010 15:45:51 PM
BOE Agenda Approval	jmurph1	11/02/2010 15:46:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11699**

Agency Name: **WILDLIFE**

Agency Code: **702**

Appropriation Unit: **4452-00**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **USDA Natural Resources Conservation Service**

Contractor Name: **USDA Natural Resources Conservation Service**

Address: **1365 Corporate Blvd**

City/State/Zip: **Reno, NV 89502**

Contact/Phone: **Michael Odegard 775-857-8500**

Vendor No.:

NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **A-203**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/13/2011**

Contract term: **1 year and 12 days**

4. Type of contract: **Revenue Contract**

Contract description: **NRCS Sage Grouse**

5. Purpose of contract:

This is a new contract for USDA/Natural Resources Conservation Service to provide funding for a new sage grouse staff specialist position and to document cooperative understandings.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,000.00**

Other basis for payment: Approved reimbursement requests by NDOW with documentation of work, no less than quarterly.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will provide resources necessary to hire a new full-time staff specialist. It will accelerate the participation and delivery of conservation technical assistance and NRCS Farm Bill conservation programs that are of mutual interest to NRCS and NDOW. The agreement also documents a cooperative undertaking between NDOW and NRCS to provide technical assistance in wildlife improvement activities to private and public lands, landowners, residents and organizations in Nevada.

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

NDOW has insufficient staff to perform the duties of Farm bill implementation, field work, inter-agency coordination, landowner relations and other duties associated with the objectives of this agreement. This contract provides financial resources necessary to hire additional staff to perform the varied and extensive job tasks associated with NRCS and NDOW wildlife and habitat-related objectives.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	10/20/2010 15:19:28 PM
Division Approval	mkrumena	10/20/2010 15:19:30 PM
Department Approval	mkrumena	10/20/2010 15:19:33 PM
Contract Manager Approval	mkrumena	10/20/2010 15:19:36 PM
Budget Analyst Approval	kkolbe	10/28/2010 13:21:54 PM
Team Lead Approval	jmurph1	11/02/2010 15:44:01 PM
BOE Agenda Approval	jmurph1	11/02/2010 15:44:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11646**

Agency Name: **WILDLIFE**

Agency Code: **702**

Appropriation Unit: **4457-28**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Hunter's Alert, Inc.**

Contractor Name: **Hunter's Alert, Inc.**

Address: **2017 Pinto Lane**

City/State/Zip: **Las Vegas, NV 89106**

Contact/Phone: **Cecil Fredi 702/382-8470**

Vendor No.:

NV Business ID: **NV19941037519**

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Heritage Trust Account

Agency Reference #: **11-19**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **11/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2011**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Heritage Predator**

5. Purpose of contract:

This is a new contract to provide predator removal to enhance the mule deer population.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$86,103.00**

Other basis for payment: Upon receipt of a valid invoice and project manager approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

A certain amount of funds are allowed each year for approved Wildlife Heritage Trust Account projects and, if a project proposal fits the guidelines of the program, that project might be funded through the Wildlife Heritage Trust Account. 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 Nevada.

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

The Wildlife Heritage program was set up in 1996 and projects are submitted to the Wildlife Heritage Committee. Any organization or individual can submit a proposal for project funding and, if approved, funds are awarded for that project upon Board of Wildlife approval.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor applied for Wildlife Heritage grant funds and their project was approved by the Board of Wildlife Commissioners. This contract was awarded by the Board pursuant to NRS 501.3575.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NV Dept. of Wildlife, for the same kind of work in a previous Heritage project.

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	mkrumena	10/06/2010 12:38:47 PM
Division Approval	mkrumena	10/06/2010 12:38:50 PM
Department Approval	mkrumena	10/06/2010 12:38:52 PM
Contract Manager Approval	mkrumena	10/06/2010 12:38:55 PM
Budget Analyst Approval	kkolbe	10/07/2010 15:44:03 PM
Team Lead Approval	jmurph1	10/08/2010 09:21:06 AM
BOE Agenda Approval	jmurph1	10/08/2010 09:21:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11649**

Agency Name: **WILDLIFE**
Agency Code: **702**
Appropriation Unit: **4457-28**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Nevada Alliance 4 Wildlife
Contractor Name: **Nevada Alliance 4 Wildlife**
Address: **371 Mountain City Hwy #7**
City/State/Zip: **Elko, NV 89801**
Contact/Phone: Pat Laughlin 775/738-5245
Vendor No.:
NV Business ID: NV20091033486

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Heritage Trust

Agency Reference #: 11-20

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2011**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Heritage Predator**

5. Purpose of contract:

This is a new contract to provide predator removal to enhance mule deer and sage grouse populations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$115,000.00**

Other basis for payment: Upon receipt of a valid invoice and project manager approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

A certain amount of funds are allowed each year for approved wildlife projects and, if a project proposal submitted fits the guidelines of the program, that project might be funded through the Wildlife Heritage Trust Account. This contract was awarded pursuant to NRS 501.3575 by the Board of Wildlife Commissioners and complies with the statutory requirements on behalf of wildlife in the State of Nevada.

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

The Wildlife Heritage program was set up in 1996 and projects are submitted to the Wildlife Heritage Committee. Any organization or individual can submit a proposal for project funding and, if approved, funds are awarded upon Board of Wildlife Commissioners approval.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Any individual or organization can submit a proposal for project funding. Once all projects are received, they are reviewed and ranked by the Wildlife Heritage Committee, and then final approval is given by the Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 by the Board and complies with the statutory requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NV Dept. of Wildlife FY 2010 - same type of project.

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	mkrumena	10/06/2010 12:27:56 PM
Division Approval	mkrumena	10/06/2010 12:27:59 PM
Department Approval	mkrumena	10/06/2010 12:28:02 PM
Contract Manager Approval	mkrumena	10/06/2010 12:28:04 PM
Budget Analyst Approval	kkolbe	10/07/2010 15:37:44 PM
Team Lead Approval	jmurph1	10/08/2010 09:41:29 AM
BOE Agenda Approval	jmurph1	10/08/2010 09:41:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11743**

Agency Name: **PARKS DIVISION**

Agency Code: **704**

Appropriation Unit: **4162-00**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Julian C. Smith, Jr.**

Contractor Name: **Julian C. Smith, Jr.**

Address: **8255 Eastlake Blvd**

City/State/Zip: **Carson City, NV 89704**

Contact/Phone: **Julian Smith 7758822027**

Vendor No.:

NV Business ID: **NV20101368608**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Revenue Contract

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2014**

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Grazing lease**

5. Purpose of contract:

This is a new contract to allow grazing of up to 80 head of cattle and horses on 186 acres of designated pasture within Washoe Lake State Park.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,000.00**

Payment for services will be made at the rate of \$10.00 per Animal Unit Months

II. JUSTIFICATION

7. What conditions require that this work be done?

Noxious weeds need to be removed from the park. Grazing cattle and horses on the property is an environmentally friendly means of getting rid of the weeds.

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

N/A

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Proposal submitted was the most complete and appropriate.

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:

Nevada State Parks 2008-2010 - quality of 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 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	lmulkey	11/10/2010 08:28:43 AM
Division Approval	lmulkey	11/10/2010 08:28:47 AM
Department Approval	lmulkey	11/10/2010 08:28:51 AM
Contract Manager Approval	lmulkey	11/10/2010 08:28:56 AM
Budget Analyst Approval	jrodrig9	11/16/2010 09:39:12 AM
Team Lead Approval	cwatson	11/24/2010 15:51:19 PM
BOE Agenda Approval	cwatson	11/24/2010 15:51:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11751

Agency Name: FORESTRY DIVISION	Legal Entity Name: ELKO, COUNTY OF ELKO COUNTY COMPTROLLER
Agency Code: 706	Contractor Name: ELKO, COUNTY OF ELKO COUNTY COMPTROLLER
Appropriation Unit: 4227-00	Address: 569 COURT ST
Is budget authority available?: Yes	City/State/Zip: ELKO, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: null775/753-7073
	Vendor No.: T81072742U
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Elko County

Agency Reference #: NDF11-005

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **3 years and 211 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Fire District**

5. Purpose of contract:

This is a new interlocal agreement to provide revenue from Elko County to the Nevada Division of Forestry for fire district operations under NRS Chapter 473. The budget is negotiated on an annual basis at approximately \$1,000,000 per year (i.e. FY11 budget currently \$1,060,512). The total contract is estimated not to exceed \$5,000,000 for the four year contract period.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: Per annual approved county budget

II. JUSTIFICATION

7. What conditions require that this work be done?

Under NRS Chapter 473, the Nevada Division of Forestry provides fire protection to Elko County. This contract contains a scope of work that both the agency and district will abide by.

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

N/A, this is a revenue contract.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Per NRS Chapter 473, Elko County has requested our fire protection resources.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmeyer	11/10/2010 15:25:39 PM
Division Approval	tmeyer	11/10/2010 15:25:44 PM
Department Approval	tmeyer	11/10/2010 15:25:48 PM
Contract Manager Approval	pmisch	11/10/2010 15:34:06 PM
Budget Analyst Approval	cglover	11/17/2010 16:01:55 PM
Team Lead Approval	jteska	11/18/2010 07:47:02 AM
BOE Agenda Approval	jteska	11/18/2010 07:47:06 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11730**

Agency Name: **ENVIRONMENTAL PROTECTION**

Agency Code: **709**

Appropriation Unit: **3187-75**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **BROADBENT & ASSOCIATES INC**

Contractor Name: **BROADBENT & ASSOCIATES INC**

Address: **8 W PACIFIC AVE**

City/State/Zip: **HENDERSON, NV 89015**

Contact/Phone: **Kirk Stowers 702/563-0600**

Vendor No.: **T80989610**

NV Business ID: **NV19891031637**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	46.00 % Hazardous Waste Fund/Petroleum
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	54.00 % Interm Fluide Management Trust

Agency Reference #: **DEP #11-010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **11/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **2 years and 61 days**

4. Type of contract: **Contract**

Contract description: **Environmental EMAR**

5. Purpose of contract:

This is a new contract for Environmental Assessment, Mitigation and Remediation Services on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. In these cases the Division may need to perform this work to protect the public welfare and protect or restore the states natural resources. The Division may also require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination. This contract will provided for those services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,400,000.00**

Payment for services will be made at the rate of \$0.00 per monthly

II. JUSTIFICATION

7. What conditions require that this work be done?

Environmental Contamination can occur or be identified statewide. The State needs to be able to protect the public welfare.

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

The work performed is on an as needed basis. The State does not possess the wide variety of equipment or appropriately trained personnel.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Ability, experience and price.

d. Last bid date: 10/01/2010 Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Broadbent is one of the current contractors for EMAR for NDEP. The previous EMAR contract started in September 2002. The agency is very satisfied with their services.

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

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	11/09/2010 10:39:31 AM
Division Approval	sdecrona	11/09/2010 10:39:35 AM
Department Approval	sdecrona	11/09/2010 10:39:38 AM
Contract Manager Approval	sdecrona	11/10/2010 12:15:15 PM
Budget Analyst Approval	jrodrig9	11/16/2010 10:31:06 AM
Team Lead Approval	cwatson	11/24/2010 15:52:48 PM
BOE Agenda Approval	cwatson	11/24/2010 15:52:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11744**

Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: JBR ENVIRONMENTAL CONSULTANTS, INC
Agency Code: 709	Contractor Name: JBR ENVIRONMENTAL CONSULTANTS, INC
Appropriation Unit: 3187-75	Address: 8160 S HIGHLAND DR
Is budget authority available?: Yes	City/State/Zip: SANDY, UT 84093
If "No" please explain: Not Applicable	Contact/Phone: Molly Reeves/Matthew Setty 775-747-5777
	Vendor No.: T27006724
	NV Business ID: NV20101171742

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	46.00 %	Hazardous Waste Fund/ Petroleum
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %	X	Other funding	54.00 %	

Agency Reference #: **DEP #11-010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date **11/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **2 years and 61 days**

4. Type of contract: **Contract**

Contract description: **EMAR JBR Environment**

5. Purpose of contract:

This is a new contract for Environmental Assessment, Mitigation and Remediation Services. This will be performed on an as needed basis. Environmental contamination can occur or be identified statewide where a responsible party is unidentified, unable or unwilling to perform site characterization and cleanup in a timely manner. The division may need to perform this work to protect the public welfare and/or restore the states natural resources. The Division may also require specialized technical assistance to perform oversight of work performed by responsible parties at sites with environmental contamination.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,400,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Environmental Contamination may occur or be identified statewide. The State needs to be able to protect the public welfare.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work preformed is on an as needed basis. The State does not possess the wide variety of equipment or appropriately trained personnel.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

[Empty box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

NDEP are choosing two Contractors. This contractor has excellent mining capabilities.

d. Last bid date: Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOT I-580 Water Quality Monitoring and Best Management Practice Effectiveness Study. Worked for them August 2003 to current.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	11/10/2010 12:06:06 PM
Division Approval	sdecrona	11/10/2010 12:06:10 PM
Department Approval	sdecrona	11/10/2010 12:06:15 PM
Contract Manager Approval	sdecrona	11/10/2010 12:13:01 PM
Budget Analyst Approval	jrodrig9	11/16/2010 09:25:00 AM
Team Lead Approval	cwatson	11/24/2010 15:54:14 PM
BOE Agenda Approval	cwatson	11/24/2010 15:54:18 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11233**Agency Name: **INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3817-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **AM BENNETT & COMPANY**Contractor Name: **AM BENNETT & COMPANY**Address: **6860 GULF OF MEXICO DRIVE**City/State/Zip: **LONGBOAT KEY, FL 34228**Contact/Phone: **ANDREA BENNETT 941-387-9665**Vendor No.: **T32000596**NV Business ID: **NV20101400265**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **3 years and 198 days**4. Type of contract: **Contract**Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: 01/15/2002 Anticipated re-bid date: 01/15/2014

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:

This vendor contracted with the Division of Insurance from February 2007 to June 2009; service provided was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jknigh8	11/01/2010 15:02:24 PM
Division Approval	jknigh8	11/02/2010 10:38:56 AM
Department Approval	shoh1	11/08/2010 17:00:12 PM
Contract Manager Approval	jknigh8	11/09/2010 07:49:04 AM
Budget Analyst Approval	kkolbe	11/10/2010 15:06:36 PM
Team Lead Approval	jmurph1	11/13/2010 10:44:59 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:45:02 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100517

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

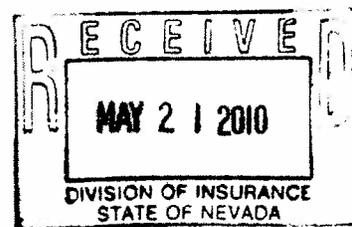
SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

Adrea M. Bennett
A.M. Bennett & Company
6860 Gulf of Mexico Drive
Longboat Key, FL 34228
Phone: (941) 387-9665
Email: amb@ambennettco.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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

3. Describe the unique qualification required for the service or good to be purchased:

These contracts are unique due to the high level of training, expertise, and professional designations necessary to perform examinations of insurance companies and related insurance entities in compliance with the National Association of Insurance Commissioners (NAIC) guidelines. The Division of Insurance maintains national accreditation in accordance with NAIC standards and, thus, has adopted the guidelines and recommendations governing insurance examinations (and examiners) as set forth.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

A bid solicitation process will only add time and expense to securing qualified examiners and is not likely to result in additional qualified examiners. As previously described, insurance examiners are highly qualified firms and individuals, typically with several professional designations including Certified Public Accountant (CPA), Certified Financial Examiner (CFE), Fellow of the Casualty Actuarial Associate (FCAS), Associate Financial Examiner (AFE), and other similar designations (see attached). No other credentials will serve. Additionally, an RFQ process would add nothing as the qualifications for an examiner are possession of specified designations and insurance examination expertise.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Denial of the waiver request will likely add time and cost to the process. Delay in retaining qualified examiners will impact the Division's ability to meet its statutory requirements to examine the authorized insurers not less frequently than every five years per NRS 679B.230. In turn, this jeopardizes the Division's ability to meet requirements for NAIC accreditation. If the Division loses its NAIC accreditation, insurance companies could leave Nevada to domicile with a state that is accredited and Nevada will lose the associated general fund revenue they generated from Premium Taxes.

The division estimates at least 150 statutorily required financial exams will be opened annually. The exams are assigned throughout the year necessitating a sufficient number of examiners be available on a continual basis. Market conduct exams occur as needed throughout the year and are in addition to the financial exams. The Division will consider contracting with any firm or individual with proper credentials, insurance examination expertise and qualifications.

As stated under response #4., only those in possession of the designated credentials will suffice, no other credentials will serve.

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.

Insurance examiners nationwide are aware of which states have independent contractors versus state employee positions. NAIC conducts an annual survey of the states and collects (among other things) information on the examination structure for each state. Therefore, the Division receives prospective resumes and inquires regarding open contract positions on a continual basis. If qualified, we contract with an examiner without exclusion; if their work performance meets NAIC standards, we will assign them to specific jobs under the terms of their contracts.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Per NRS 679B.290, which says in part "... As to expense and compensation involved in any such examination, the Commissioner shall give due consideration to scales and limitations recommended by the National Association of Insurance Commissioners and outlined in the examination manual sponsored by that association." The current recommended daily rate for Senior Insurance Examiner, CFE is \$328. Additionally, an hourly rate not exceeding \$150 has been established. Several states were surveyed and provided hourly rates ranging from \$120 to \$425 per hour. These rates appear reasonable when contrasted with other similar professional service and consulting fees.

8. What is the estimated value and length of the contract, amendment or request?

Estimated value to be \$\$600,000.00 over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N

{provide copy of previous waiver(s)}

Division of Insurance
Requesting agency

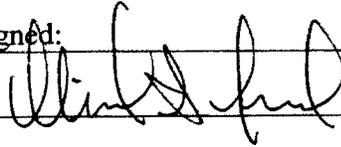
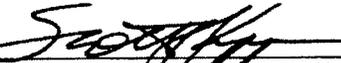
hereby requests approval for

A.M. Bennett & Company
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	5/14/10
Agency Representative Initiating Request	Date
X 	5-14-10
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.

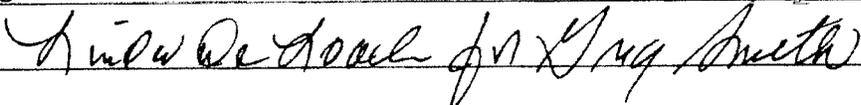
Signed:

X Not Applicable	X Not Applicable
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 	
Administrator, Purchasing Division	Date 5/19/10

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11715**

Agency Name: INSURANCE DIVISION	Legal Entity Name: HUFF, THOMAS & COMPANY
Agency Code: 741	Contractor Name: HUFF, THOMAS & COMPANY
Appropriation Unit: 3817-10	Address: 4700 BELLEVIEW, STE 208
Is budget authority available?: Yes	City/State/Zip: KANSAS CITY, MO 64112
If "No" please explain: Not Applicable	Contact/Phone: Michael Huff 816/531-5727
	Vendor No.: T29024365
	NV Business ID: NV20101402916

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **3 years and 198 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: 06/04/2003 Anticipated re-bid date: 01/15/2014

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:

Examiner was under contract with DOI from 07/2003 to 06/2005, performance 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 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	jknight8	11/02/2010 10:44:09 AM
Division Approval	jknight8	11/02/2010 10:44:12 AM
Department Approval	shoh1	11/08/2010 13:33:02 PM
Contract Manager Approval	jknight8	11/08/2010 15:39:47 PM
Budget Analyst Approval	kkolbe	11/10/2010 15:04:22 PM
Team Lead Approval	jmurph1	11/13/2010 10:49:21 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:49:27 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:

100419

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

Neeraj Gupta
Huff, Thomas & Company
4700 Belleview, Suite 208
Kansas City, MO 64112
Phone: (816) 531-5727
Email: neerajgupta@huffthomas.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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

3. Describe the unique qualification required for the service or good to be purchased:

These contracts are unique due to the high level of training, expertise, and professional designations necessary to perform examinations of insurance companies and related insurance entities in compliance with the National Association of Insurance Commissioners (NAIC) guidelines. The Division of Insurance maintains national accreditation in accordance with NAIC standards and, thus, has adopted the guidelines and recommendations governing insurance examinations (and examiners) as set forth.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

A bid solicitation process will only add time and expense to securing qualified examiners and is not likely to result in additional qualified examiners. As previously described, insurance examiners are highly qualified firms and individuals, typically with several professional designations including Certified Public Accountant (CPA), Certified Financial Examiner (CFE), Fellow of the Casualty Actuarial Associate (FCAS), Associate Financial Examiner (AFE), and other similar designations (see attached). No other credentials will serve. Additionally, an RFQ process would add nothing as the qualifications for an examiner are possession of specified designations and insurance examination expertise.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Denial of the waiver request will likely add time and cost to the process. Delay in retaining qualified examiners will impact the Division's ability to meet its statutory requirements to examine the authorized insurers not less frequently than every five years per NRS 679B.230. In turn, this jeopardizes the Division's ability to meet requirements for NAIC accreditation. If the Division loses its NAIC accreditation, insurance companies could leave Nevada to domicile with a state that is accredited and Nevada will lose the associated general fund revenue they generated from Premium Taxes.

The division estimates at least 150 statutorily required financial exams will be opened annually. The exams are assigned throughout the year necessitating a sufficient number of examiners be available on a continual basis. Market conduct exams occur as needed throughout the year and are in addition to the financial exams. The Division will consider contracting with any firm or individual with proper credentials, insurance examination expertise and qualifications.

As stated under response #4., only those in possession of the designated credentials will suffice, no other credentials will serve.

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.

Insurance examiners nationwide are aware of which states have independent contractors versus state employee positions. NAIC conducts an annual survey of the states and collects (among other things) information on the examination structure for each state. Therefore, the Division receives prospective resumes and inquires regarding open contract positions on a continual basis. If qualified, we contract with an examiner without exclusion; if their work performance meets NAIC standards, we will assign them to specific jobs under the terms of their contracts.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Per NRS 679B.290, which says in part "... As to expense and compensation involved in any such examination, the Commissioner shall give due consideration to scales and limitations recommended by the National Association of Insurance Commissioners and outlined in the examination manual sponsored by that association." The current recommended daily rate for Senior Insurance Examiner, CFE is \$328. Additionally, an hourly rate not exceeding \$150 has been established. Several states were surveyed and provided hourly rates ranging from \$120 to \$425 per hour. These rates appear reasonable when contrasted with other similar professional service and consulting fees.

8. What is the estimated value and length of the contract, amendment or request?

Estimated value to be ~~\$750~~ ^{600,000.00 per ML} over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N Amendment No.

{provide copy of previous waiver(s)}

Division of Insurance
Requesting agency

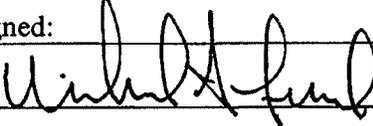
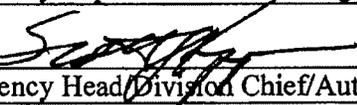
hereby requests approval for

Vendor Company
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X 	4/20/10
Agency Representative Initiating Request	Date
X 	
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

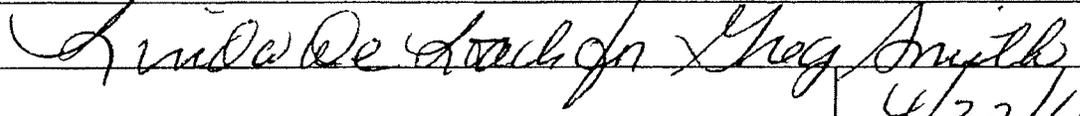
Signed:

X Not Applicable	X Not Applicable
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 	4/22/10
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11234**

Agency Name: INSURANCE DIVISION	Legal Entity Name: INS REGULATORY INSURANCE SERVICES, INC.
Agency Code: 741	Contractor Name: INS REGULATORY INSURANCE SERVICES, INC.
Appropriation Unit: 3817-10	Address: 419 S 2ND STREET, STE 206
Is budget authority available?: Yes	City/State/Zip: PHILADELPHIA, PA 19147
If "No" please explain: Not Applicable	Contact/Phone: DENNIS SHOOP 215-625-2927
	Vendor No.: T29024367
	NV Business ID: NV20101398765

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **3 years and 198 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: 01/15/2002 Anticipated re-bid date: 01/15/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jknight8	11/02/2010 08:46:16 AM
Division Approval	jknight8	11/02/2010 08:46:25 AM
Department Approval	shoh1	11/08/2010 13:49:52 PM
Contract Manager Approval	jknight8	11/08/2010 15:39:22 PM
Budget Analyst Approval	kkolbe	11/10/2010 15:07:41 PM
Team Lead Approval	jmurph1	11/13/2010 10:42:54 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:42:59 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100431

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

Dennis Shoop
INS Regulatory Insurance Services, Inc.
419 S. 2nd Street, Suite 206
Philadelphia, PA 19147
Phone: (215) 625-2927
Email: dshoop@insconsultants.org

- 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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

3. Describe the unique qualification required for the service or good to be purchased:

These contracts are unique due to the high level of training, expertise, and professional designations necessary to perform examinations of insurance companies and related insurance entities in compliance with the National Association of Insurance Commissioners (NAIC) guidelines. The Division of Insurance maintains national accreditation in accordance with NAIC standards and, thus, has adopted the guidelines and recommendations governing insurance examinations (and examiners) as set forth.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

A bid solicitation process will only add time and expense to securing qualified examiners and is not likely to result in additional qualified examiners. As previously described, insurance examiners are highly qualified firms and individuals, typically with several professional designations including Certified Public Accountant (CPA), Certified Financial Examiner (CFE), Fellow of the Casualty Actuarial Associate (FCAS), Associate Financial Examiner (AFE), and other similar designations (see attached). No other credentials will serve. Additionally, an RFQ process would add nothing as the qualifications for an examiner are possession of specified designations and insurance examination expertise.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Denial of the waiver request will likely add time and cost to the process. Delay in retaining qualified examiners will impact the Division's ability to meet its statutory requirements to examine the authorized insurers not less frequently than every five years per NRS 679B.230. In turn, this jeopardizes the Division's ability to meet requirements for NAIC accreditation. If the Division loses its NAIC accreditation, insurance companies could leave Nevada to domicile with a state that is accredited and Nevada will lose the associated general fund revenue they generated from Premium Taxes.

The division estimates at least 150 statutorily required financial exams will be opened annually. The exams are assigned throughout the year necessitating a sufficient number of examiners be available on a continual basis. Market conduct exams occur as needed throughout the year and are in addition to the financial exams. The Division will consider contracting with any firm or individual with proper credentials, insurance examination expertise and qualifications.

As stated under response #4., only those in possession of the designated credentials will suffice, no other credentials will serve.

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.

Insurance examiners nationwide are aware of which states have independent contractors versus state employee positions. NAIC conducts an annual survey of the states and collects (among other things) information on the examination structure for each state. Therefore, the Division receives prospective resumes and inquires regarding open contract positions on a continual basis. If qualified, we contract with an examiner without exclusion; if their work performance meets NAIC standards, we will assign them to specific jobs under the terms of their contracts.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Per NRS 679B.290, which says in part "... As to expense and compensation involved in any such examination, the Commissioner shall give due consideration to scales and limitations recommended by the National Association of Insurance Commissioners and outlined in the examination manual sponsored by that association." The current recommended daily rate for Senior Insurance Examiner, CFE is \$328. Additionally, an hourly rate not exceeding \$150 has been established. Several states were surveyed and provided hourly rates ranging from \$120 to \$425 per hour. These rates appear reasonable when contrasted with other similar professional service and consulting fees.

8. What is the estimated value and length of the contract, amendment or request?

^{\$1,800,000.00 per ML}
 Estimated value to be ~~STBD~~ over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N Amendment No.

{provide copy of previous waiver(s)}

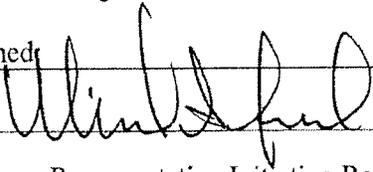
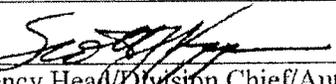
Division of Insurance
 Requesting agency

hereby requests approval for

Vendor Company
 Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:		
X		4/20/10
	Agency Representative Initiating Request	Date
X		
	Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

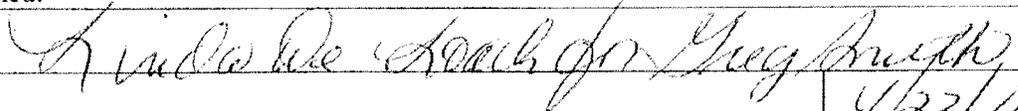
Signed:

X	Not Applicable	X Not Applicable
	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		
	Administrator, Purchasing Division	4/22/10
		Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11222**

Agency Name: INSURANCE DIVISION	Legal Entity Name: REGULATORY EXAMINATION CONSULTANTS, LTD.
Agency Code: 741	Contractor Name: REGULATORY EXAMINATION CONSULTANTS, LTD.
Appropriation Unit: 3817-10	Address: 2235 E. FLAMINGO RD., STE 201G
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: BILL FISHER 312-498-6581
	Vendor No.: T29024363
	NV Business ID: NV20071718815

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **3 years and 198 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: 01/15/2002 Anticipated re-bid date: 01/15/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jknigh8	11/02/2010 08:33:35 AM
Division Approval	jknigh8	11/02/2010 08:33:39 AM
Department Approval	shoh1	11/08/2010 11:35:03 AM
Contract Manager Approval	jknigh8	11/08/2010 11:49:29 AM
Budget Analyst Approval	kkolbe	11/11/2010 08:00:35 AM
Team Lead Approval	jmurph1	11/13/2010 10:51:03 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:51:10 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100418

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

Bill Fisher
Regulatory Examination Consultants, Ltd.
2235 E. Flamingo Rd., Suite 201 G
Las Vegas, NV 89119
Phone: (312) 498-6581
Email: recltd702@aol.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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

3. Describe the unique qualification required for the service or good to be purchased:

These contracts are unique due to the high level of training, expertise, and professional designations necessary to perform examinations of insurance companies and related insurance entities in compliance with the National Association of Insurance Commissioners (NAIC) guidelines. The Division of Insurance maintains national accreditation in accordance with NAIC standards and, thus, has adopted the guidelines and recommendations governing insurance examinations (and examiners) as set forth.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

A bid solicitation process will only add time and expense to securing qualified examiners and is not likely to result in additional qualified examiners. As previously described, insurance examiners are highly qualified firms and individuals, typically with several professional designations including Certified Public Accountant (CPA), Certified Financial Examiner (CFE), Fellow of the Casualty Actuarial Associate (FCAS), Associate Financial Examiner (AFE), and other similar designations (see attached). No other credentials will serve. Additionally, an RFQ process would add nothing as the qualifications for an examiner are possession of specified designations and insurance examination expertise.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Denial of the waiver request will likely add time and cost to the process. Delay in retaining qualified examiners will impact the Division's ability to meet its statutory requirements to examine the authorized insurers not less frequently than every five years per NRS 679B.230. In turn, this jeopardizes the Division's ability to meet requirements for NAIC accreditation. If the Division loses its NAIC accreditation, insurance companies could leave Nevada to domicile with a state that is accredited and Nevada will lose the associated general fund revenue they generated from Premium Taxes.

The division estimates at least 150 statutorily required financial exams will be opened annually. The exams are assigned throughout the year necessitating a sufficient number of examiners be available on a continual basis. Market conduct exams occur as needed throughout the year and are in addition to the financial exams. The Division will consider contracting with any firm or individual with proper credentials, insurance examination expertise and qualifications.

As stated under response #4., only those in possession of the designated credentials will suffice, no other credentials will serve.

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.

Insurance examiners nationwide are aware of which states have independent contractors versus state employee positions. NAIC conducts an annual survey of the states and collects (among other things) information on the examination structure for each state. Therefore, the Division receives prospective resumes and inquires regarding open contract positions on a continual basis. If qualified, we contract with an examiner without exclusion; if their work performance meets NAIC standards, we will assign them to specific jobs under the terms of their contracts.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Per NRS 679B.290, which says in part "... As to expense and compensation involved in any such examination, the Commissioner shall give due consideration to scales and limitations recommended by the National Association of Insurance Commissioners and outlined in the examination manual sponsored by that association." The current recommended daily rate for Senior Insurance Examiner, CFE is \$328. Additionally, an hourly rate not exceeding \$150 has been established. Several states were surveyed and provided hourly rates ranging from \$120 to \$425 per hour. These rates appear reasonable when contrasted with other similar professional service and consulting fees.

8. What is the estimated value and length of the contract, amendment or request?

Estimated value to be \$~~100,000.00~~^{600,000.00} over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N Amendment No.

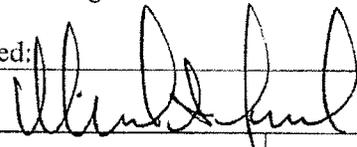
{provide copy of previous waiver(s)}

Division of Insurance hereby requests approval for Vendor Company
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		4/20/10
	Agency Representative Initiating Request	Date
X		
	Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

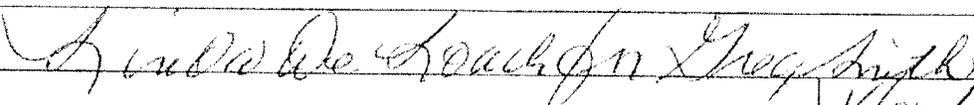
Signed:

X	Not Applicable	X Not Applicable
	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		4/22/10
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11226**

Agency Name: **INSURANCE DIVISION**

Agency Code: **741**

Appropriation Unit: **3817-10**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **RSM MCGLADREY, INC.**

Contractor Name: **RSM MCGLADREY, INC.**

Address: **100 INT'L DRIVE, STE 1400**

City/State/Zip: **BALTIMORE, MD 21202**

Contact/Phone: **CRAIG MOORE 410/246-9468**

Vendor No.: **T27025558**

NV Business ID: **NV19991328803**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2014**

Contract term: **3 years and 198 days**

4. Type of contract: **Contract**

Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: 01/15/2002 Anticipated re-bid date: 01/15/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jknigh8	11/01/2010 14:43:17 PM
Division Approval	jknigh8	11/01/2010 14:56:54 PM
Department Approval	shoh1	11/08/2010 11:04:38 AM
Contract Manager Approval	jknigh8	11/08/2010 11:50:01 AM
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Team Lead Approval	jmurph1	11/13/2010 10:46:58 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:47:19 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100 413

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

Samuel D. Binnun, LUTCF, MCM
RSM McGladery, Inc.
Tallahassee, FL 32309
Phone: (850) 524-6852
Email: sam.binnun@rsmi.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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

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8. What is the estimated value and length of the contract, amendment or request?

Estimated value to be ~~\$150~~ ^{600,000.00 per ML} over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N Amendment No.

{provide copy of previous waiver(s)}

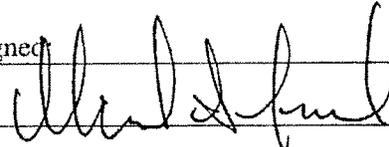
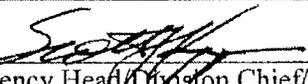
Division of Insurance
Requesting agency

hereby requests approval for

Vendor Company
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:		
X		4/20/10
	Agency Representative Initiating Request	Date
X		
	Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

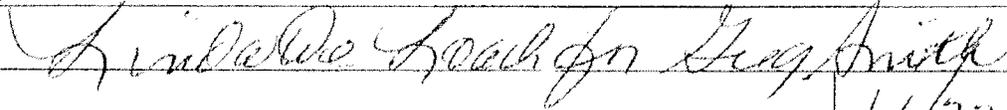
Signed:

X	Not Applicable	X Not Applicable
	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		
	Administrator, Purchasing Division	4/22/10
		Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11711**Agency Name: **INSURANCE DIVISION**Agency Code: **741**Appropriation Unit: **3817-10**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **SMART BUSINESS ADVISORY AND CONSULTING, LLC**Contractor Name: **SMART BUSINESS ADVISORY AND CONSULTING, LLC**Address: **30 N. LaSALLE STREET, STE 4300**City/State/Zip: **CHICAGO, IL 60602**Contact/Phone: **David McRoberts 312-849-4734**Vendor No.: **T29024364**NV Business ID: **NV20101396254**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Reimbursed by examinee
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/14/2010**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **3 years and 198 days**4. Type of contract: **Contract**Contract description: **PROFESSIONAL SERVICE**

5. Purpose of contract:

This is a new contract to examine insurance company operations in the continental United States for financial, market/trade practices, assessments, expenses, taxes and fees. Contract includes investigation, consultation and court presentation. All examinations will be conducted in accordance with National Association of Insurance Commissioners (NAIC) financial and market conduct examination guidelines as specified in the NAIC Examiners Handbook

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$600,000.00**

Payment for services will be made at the rate of \$135.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Title 57 of the Nevada Revised Statutes (NRS) specifically Chapter 679B.230 to 679B.300 empowering the Commissioner of Insurance to determine the financial condition, obligations and compliance with State law for domestic and foreign insurers, associations of self-insured employers and other similar entities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

In the Insurance Division, only the Chief Examiner is certified as a Chief Financial Examiner (CFE). He manages the work of the independent contractors conducting examinations on behalf of the Insurance Division.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

All qualified contractors are chosen to perform these services.

d. Last bid date: Anticipated re-bid date: 01/15/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jknight8	11/02/2010 10:47:27 AM
Division Approval	jknight8	11/02/2010 10:47:31 AM
Department Approval	shoh1	11/08/2010 11:42:10 AM
Contract Manager Approval	jknight8	11/08/2010 11:50:27 AM
Budget Analyst Approval	kkolbe	11/11/2010 08:02:30 AM
Team Lead Approval	jmurph1	11/13/2010 10:53:02 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:53:06 AM
BOE Final Approval	Pending	



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100424

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Department of Business & Industry
Division of Insurance
Michael Lynch, Deputy Commissioner
(775) 687-4270 x 265
mlynch@doi.state.nv.us

- b. Vendor contact information:

David A. McRoberts, CPA
SMART Business Advisory and Consulting, LLC
30 N. LaSalle Street, Suite 4300
Chicago, IL 60602
Phone: (312) 849-4734
Email: dmcroberts@smartgrp.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 work to be performed includes, but is not limited to, examining insurance company operations in the Continental United States for financial solvency and market/trade practices. Examiners also conduct organizational exams and assessments. Contract includes investigation, consultation, and court presentations. Reimbursement for direct travel and federal CONUS per diem will be paid.

3. Describe the unique qualification required for the service or good to be purchased:

These contracts are unique due to the high level of training, expertise, and professional designations necessary to perform examinations of insurance companies and related insurance entities in compliance with the National Association of Insurance Commissioners (NAIC) guidelines. The Division of Insurance maintains national accreditation in accordance with NAIC standards and, thus, has adopted the guidelines and recommendations governing insurance examinations (and examiners) as set forth.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

A bid solicitation process will only add time and expense to securing qualified examiners and is not likely to result in additional qualified examiners. As previously described, insurance examiners are highly qualified firms and individuals, typically with several professional designations including Certified Public Accountant (CPA), Certified Financial Examiner (CFE), Fellow of the Casualty Actuarial Associate (FCAS), Associate Financial Examiner (AFE), and other similar designations (see attached). No other credentials will serve. Additionally, an RFQ process would add nothing as the qualifications for an examiner are possession of specified designations and insurance examination expertise.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

Denial of the waiver request will likely add time and cost to the process. Delay in retaining qualified examiners will impact the Division's ability to meet its statutory requirements to examine the authorized insurers not less frequently than every five years per NRS 679B.230. In turn, this jeopardizes the Division's ability to meet requirements for NAIC accreditation. If the Division loses its NAIC accreditation, insurance companies could leave Nevada to domicile with a state that is accredited and Nevada will lose the associated general fund revenue they generated from Premium Taxes.

The division estimates at least 150 statutorily required financial exams will be opened annually. The exams are assigned throughout the year necessitating a sufficient number of examiners be available on a continual basis. Market conduct exams occur as needed throughout the year and are in addition to the financial exams. The Division will consider contracting with any firm or individual with proper credentials, insurance examination expertise and qualifications.

As stated under response #4., only those in possession of the designated credentials will suffice, no other credentials will serve.

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.

Insurance examiners nationwide are aware of which states have independent contractors versus state employee positions. NAIC conducts an annual survey of the states and collects (among other things) information on the examination structure for each state. Therefore, the Division receives prospective resumes and inquires regarding open contract positions on a continual basis. If qualified, we contract with an examiner without exclusion; if their work performance meets NAIC standards, we will assign them to specific jobs under the terms of their contracts.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Per NRS 679B.290, which says in part "... As to expense and compensation involved in any such examination, the Commissioner shall give due consideration to scales and limitations recommended by the National Association of Insurance Commissioners and outlined in the examination manual sponsored by that association." The current recommended daily rate for Senior Insurance Examiner, CFE is \$328. Additionally, an hourly rate not exceeding \$150 has been established. Several states were surveyed and provided hourly rates ranging from \$120 to \$425 per hour. These rates appear reasonable when contrasted with other similar professional service and consulting fees.

8. What is the estimated value and length of the contract, amendment or request?

Estimated value to be \$~~100~~^{600,000.00 per ML} over a contract period of four years. Current contracts expire June 30, 2010.

a. New contract Y N

b. Amendment Y N Amendment No.

{provide copy of previous waiver(s)}

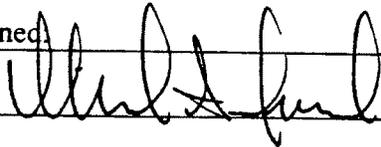
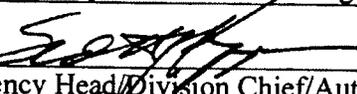
Division of Insurance
Requesting agency

hereby requests approval for

Vendor Company
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed: 	
X	4/20/10
Agency Representative Initiating Request	Date
X 	
Agency Head/Division Chief/Authorized Designee	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

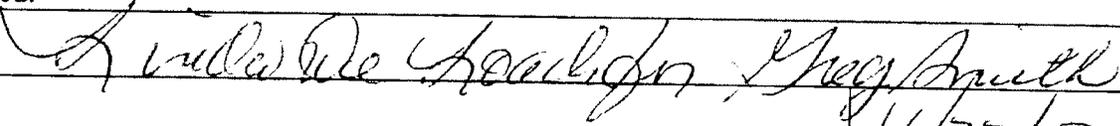
Signed:

X	Not Applicable	X	Not Applicable
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	
Administrator, Purchasing Division	4/22/10
	Date

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11726**Agency Name: **TAXICAB AUTHORITY**Agency Code: **750**Appropriation Unit: **4130-01**Is budget authority available? **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HIGHWAY PATROL**Contractor Name: **HIGHWAY PATROL**Address: **DEPARTMENT OF PUBLIC SAFETY
555 WRIGHT WAY**City/State/Zip: **CARSON CITY, NV 89711**Contact/Phone: **null775-684-4556**Vendor No.: **D81000017**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % Fees from Trip Charges
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/04/2010**Anticipated BOE meeting date **12/2010**Retroactive? **Yes**

If "Yes", please explain

The Administrator of the Department of Business and Industry Taxicab Authority resigned on September 30, 2010. The department was in immediate need of an acting administrator to oversee the operations of the Taxicab Authority as the division does not have a deputy position or another qualified management employee available to assume this responsibility, which requires the knowledge and skills of a peace officer and in public safety.

3. Termination Date: **01/31/2011**Contract term: **119 days**4. Type of contract: **Interlocal Agreement**Contract description: **Acting Administrator**

5. Purpose of contract:

This is a new interlocal agreement to provide a qualified management employee to act as the Temporary Division Administrator for the Nevada Taxicab Authority.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**Payment for services will be made at the rate of **\$41.11** per hour

Other basis for payment: Plus fringe benefits, vehicle, and other associated costs with the total contract or installments payable monthly.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Administrator of the Department of Business and Industry Taxicab Authority resigned on September 30, 2010. The department was in immediate need of an acting administrator to oversee the operations of the Taxicab Authority as the division does not have a deputy position or another qualified management employee available to assume this responsibility.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This position requires the knowledge and skills of a peace officer and public safety to adequately oversee this division and no other position within the department possesses these qualifications that would be available to assume the responsibility of this agency.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Department of Public Safety was able to immediately provide a qualified management employee to act as the Temporary Division Administrator.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

Yes If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

No, the Acting Administrator will serve as a full-time employee and will focus 100% of their time to the needs of the Nevada Taxicab Authority. The Acting Administrator will be under the direct supervision of the Director of the Department of Business and Industry and will not report to the Department of Public Safety while serving in the function of Acting Administrator.

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	shoh1	11/05/2010 16:08:08 PM
Division Approval	kkuzik	11/05/2010 16:16:34 PM
Department Approval	shoh1	11/05/2010 16:17:23 PM
Contract Manager Approval	kkuzik	11/05/2010 16:17:56 PM
Budget Analyst Approval	kkolbe	11/08/2010 15:33:02 PM
Team Lead Approval	jmurph1	11/13/2010 10:56:00 AM
BOE Agenda Approval	jmurph1	11/13/2010 10:56:04 AM
BOE Final Approval	Pending	

STATE OF NEVADA

Jim Gibbons
Governor



Dianne Cornwall
Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF THE DIRECTOR

MEMORANDUM

TO: Board of Examiners

THROUGH: Kristen Kolbe, Budget Analyst IV/Dept. of Administration

FROM: Dianne Cornwall, Director 

DATE: November 5, 2010

SUBJECT: Retroactive Interlocal Contract Between Business and Industry and the Department of Public Safety

The Administrator of the Department of Business and Industry Taxicab Authority resigned on September 30, 2010. The department was in immediate need of an acting administrator to oversee the operations of the Taxicab Authority as the division does not have a deputy position or another qualified management employee available to assume this responsibility.

The Department of Public Safety was able to immediately provide a qualified management employee to act as the Temporary Division Administrator to allow the Department of Business and Industry time to open recruitment to fill the position permanently.

The Department of Business and Industry is requesting that this Interlocal Contract be approved retroactively to the effective date of the Temporary Division Administrator on October 4, 2010. The consequences of not approving this request would result in not having the proper authority of a qualified management employee with the knowledge and skills of a peace officer and public safety to adequately oversee the continued operations of the Taxicab Authority.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11759**

Agency Name:	DEPARTMENT OF TRANSPORTATION	Legal Entity Name:	Dept of Public Safety Office of Traffic Safety
Agency Code:	800	Contractor Name:	Dept of Public Safety Office of Traffic Safety
Appropriation Unit:	4660-16	Address:	
Is budget authority available?:	Yes	City/State/Zip	555 Wright Way, NV 89711
If "No" please explain:	Not Applicable	Contact/Phone:	null7756847482
		Vendor No.:	
		NV Business ID:	n/a

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	95.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	5.00 %

Agency Reference #: P329-10-016

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2011**

Contract term: **271 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Flex Funding**

5. Purpose of contract:

This is a new interlocal agreement to support two Traffic Safety Programs through the Strategic Highway Safety Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$565,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State and Federal action to reduce highway fatalities and serious injuries on Nevada highways.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Work will be done by Office of Traffic Safety

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Empty box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	eisenhar	11/18/2010 11:35:50 AM
Division Approval	eisenhar	11/18/2010 11:35:53 AM
Department Approval	eisenhar	11/18/2010 11:35:56 AM
Contract Manager Approval	eisenhar	11/18/2010 11:35:58 AM
Budget Analyst Approval	cwatson	11/24/2010 15:47:54 PM
Team Lead Approval	cwatson	11/24/2010 15:47:58 PM
BOE Agenda Approval	cwatson	11/24/2010 15:48:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11733**

Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: CLARK, COUNTY OF CLARK CO DEPT OF AIR QUALITY
Agency Code: 810	Contractor Name: CLARK, COUNTY OF CLARK CO DEPT OF AIR QUALITY
Appropriation Unit: 4749-14	Address: 500 S GRAND CENTRAL PKWY
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89155-5010
If "No" please explain: Not Applicable	Contact/Phone: JOHN W HILL 702/455-1649
	Vendor No.: T81026920AF
	NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % GIFTS & DONATIONS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/01/2011**

Contract term: **211 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Off Highway Vehicles**

5. Purpose of contract:

This is a new interlocal agreement to implement the provisions of SB 394 related to the titling and registration of Off-Highway Vehicles (OHV).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Payment for services will be made at the rate of \$500,000.00 per Upon Approval

II. JUSTIFICATION

7. What conditions require that this work be done?

SB 394

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Per SB 394- Clark County will provide the Department of Motor Vehicles with the funding to develop, initiate, and implement the provisions related to the titling and registration of off-highway vehicles.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

Yes If "Yes", please explain

Clark County is a governmental entity.

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	11/09/2010 12:47:02 PM
Division Approval	cmunoz	11/09/2010 12:47:05 PM
Department Approval	dcook	11/09/2010 13:38:19 PM
Contract Manager Approval	hazevedo	11/09/2010 13:46:00 PM
Budget Analyst Approval	cwatson	11/24/2010 15:49:18 PM
Team Lead Approval	cwatson	11/24/2010 15:49:22 PM
BOE Agenda Approval	cwatson	11/24/2010 15:49:26 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11725**

Agency Name: **REHABILITATION DIVISION**
 Agency Code: **901**
 Appropriation Unit: **3269-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **HI TIDE SOLUTIONS LLC**
 Contractor Name: **HI TIDE SOLUTIONS LLC**
 Address: **2325 LONE MOUNTAIN DR**
 City/State/Zip: **CARSON CITY, NV 89706-2219**
 Contact/Phone: **Bryan Meehan 775-220-0868**
 Vendor No.: **T27025611**
 NV Business ID: **NV20061303477**

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1599-11-BDA**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **02/28/2011**Contract term: **89 days**4. Type of contract: **Contract**Contract description: **Install LED Displays**

5. Purpose of contract:

This is a new contract to provide for the purchase and installation of a fully automated training system which includes two 55" LED Samsung displays, audio system and system controls at the Bureau of Disability Adjudication at 2527 North Carson Street, Carson City, Nevada 89706.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,546.92**

Other basis for payment: The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of one half of the total project cost paid upon commencement of work and approval of submitted invoice for \$9,273.46. Upon completion of project, the remaining one half to be paid upon approval of submitted invoice for \$9,273.46. The total of the contract is not to exceed \$18,546.92 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Social Security Administration requires the Bureau of Disability Adjudication personnel be trained on the Social Security Administration program.

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 do not have the expertise to provide these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Of the three vendors solicited, this was the only vendor that responded. After negotiations and inquiries into references, it was determined this vendor's proposal was in the best interest of the State.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	11/05/2010 16:10:31 PM
Division Approval	tnash	11/10/2010 10:40:07 AM
Department Approval	tnash	11/10/2010 10:40:10 AM
Contract Manager Approval	bfor1	11/10/2010 11:06:18 AM
Budget Analyst Approval	knielsen	11/15/2010 11:29:15 AM
Team Lead Approval	cwatson	11/24/2010 15:10:17 PM
BOE Agenda Approval	cwatson	11/24/2010 15:10:20 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11714**

Agency Name: **EMPLOYMENT SECURITY DIVISION**
Agency Code: **902**
Appropriation Unit: **4770-11**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **NEVADAWORKS**
Contractor Name: **NEVADAWORKS**
Address: **BLDG D-1, Unit #30
6490 S MCCARRAN BLVD**
City/State/Zip: **RENO, NV 89509-6119**
Contact/Phone: **null775/284-1338**
Vendor No.: **T27003177**
NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY10-GR(09)-CSA-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date: **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2011**

Contract term: **272 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Comm Serv Agency**

5. Purpose of contract:

This is a new interlocal agreement to provide Nevadaworks a Pilot Project Grant on behalf of Community Services Agency authorized under the Workforce Investment Act (WIA) of 1998, CFR part 652 et al. Governor's Reserve funds, approved by the State Workforce Board on October 5, 2010, for a year-long pilot program allowing young, low-income adults an introduction to the possibility of a career in health care.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$356,290.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

[Empty text box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevadaworks has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	11/01/2010 14:14:46 PM
Division Approval	tnash	11/02/2010 16:05:30 PM
Department Approval	tnash	11/02/2010 16:05:35 PM
Contract Manager Approval	tnash	11/02/2010 16:05:38 PM
Budget Analyst Approval	knielsen	11/11/2010 08:18:41 AM
Team Lead Approval	cwatson	11/24/2010 13:25:32 PM
BOE Agenda Approval	cwatson	11/24/2010 13:25:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11316	Amendment Number: 1
Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: NEWTON, NELSON G DBA
Agency Code: 902	Contractor Name: NEWTON, NELSON G DBA
Appropriation Unit: 4770-30	Address: DBA GREG NEWTON ASSOCIATES 1010 E EL ALAMEDA
Is budget authority available?: Yes	City/State/Zip: PALM SPRINGS, CA 92262-5816
If "No" please explain: Not Applicable	Contact/Phone: null617/426-5588
	Vendor No.: T29023483
	NV Business ID: NV20101200528

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	50.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	50.00 % Career Enhancement Program

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2011**

Termination Date:

Contract term: **323 days**

4. Type of contract: **Contract**

Contract description: **Staff Training**

5. Purpose of contract:

This is an amendment to the original contract, which provides training for Nevada JobConnect staff and management to improve the effective delivery of services in Nevada's one-stop employment and training system. This amendment increases the maximum amount from \$25,200 to \$50,400 and revises the Scope of Work to include three additional two-day training sessions.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$25,200.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$25,200.00
4. New maximum contract amount:	\$50,400.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998; American Reinvestment and Recovery Act

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Customized training to be provided by a nationally recognized trainer recommended by the United States Department of Labor.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100608A
Approval Date: 11/02/2010

c. Why was this contractor chosen in preference to other?

DOL recommended.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been under contract with the Department of Employment, Training and Rehabilitation's Employment Security Division on and off since 2009 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
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	jmacnab	11/02/2010 11:09:24 AM
Division Approval	tnash	11/02/2010 12:34:38 PM
Department Approval	tnash	11/02/2010 12:34:41 PM
Contract Manager Approval	tnash	11/04/2010 09:09:56 AM
Budget Analyst Approval	knielsen	11/10/2010 15:53:05 PM
Team Lead Approval	cwatson	11/24/2010 13:15:11 PM
BOE Agenda Approval	cwatson	11/24/2010 13:15:21 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:
101102

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: The Department of Employment, Training and Rehabilitation
Tami Nash 775-684-3891
 - b. Vendor contact information: ADT Security Services Inc.
2588 Fire Mesa Suite 140
Las Vegas, Nevada 89128
Phone: 702-933-3134
Fax: 702-933-3181
 - 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:
Maintenance, repair and service of security alarms, cameras, DVR equipment, software and water sensors.
 3. Describe the unique qualification required for the service or good to be purchased:
They are the only authorized distributor for ADT software and equipment.
 4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
ADT Security Services is the only authorized distributor and the only authorized servicing agent for ADT software and equipment 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:
Other vendors can service and repair related equipment, they cannot service ADT equipment.
 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.
ADT Security Services is the only authorized distributor and the only authorized servicing agent for ADT software and equipment in Southern Nevada.
 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Bids were not solicited because ADT Security Services is the only distributor of their own software and equipment. They offer trained service technicians. While other companies can service and repair related equipment, they cannot service ADT equipment.
 8. What is the estimated value and length of the contract, amendment or request? \$2,200.00
a. New contract Y N
b. Amendment Y N 11/02/16 1 year per Jami Nash (2)
- {provide copy of previous waiver(s)}

DETR

hereby requests approval for

ADT

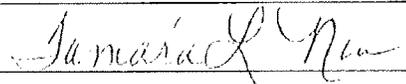
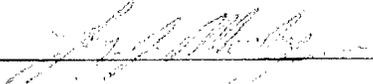
Requesting agency

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		10/21/10
	Tamara Nash – Operations Manager	Date
	Agency Representative Initiating Request	
X		
	Larry J. Mosley - Director	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:

X	 N/A	
	Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2) (a) (b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X		11-2-10
	Administrator, Purchasing Division	Date

Cindy L. Stoeffler

From: Tami Nash
Sent: Wednesday, October 27, 2010 4:37 PM
To: Cindy L. Stoeffler
Subject: Amendment to Sole Source Waiver
Attachments: Greg_Newton_Sole_Source.doc; Greg_Newton_Sole_Source_#1.pdf

Amendment #1 revises the dollar amount from \$25,200 to \$50,400 to conduct three additional training sessions.

*Tamara L. Nash
Assistant to the Director
Department of Employment, Training and Rehabilitation
500 E. Third Street
Carson City, Nevada 89713*

775-684-3891 (work)
775-684-3908 (fax)
775-721-5318 (cell)

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10484** Amendment Number: **2**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **Capgemini Government Solutions**

Agency Code: **902** Contractor Name: **Capgemini Government Solutions**

Appropriation Unit: **4771-77** Address: **2250 Corporate Park Drive**

Is budget authority available?: **Yes** City/State/Zip: **Herndon, VA 20171**

If "No" please explain: **Not Applicable** Contact/Phone: **Jose Garcia 571-336-1636**

Vendor No.: **PUR0004888**

NV Business ID: **NV2010121337**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1473-11-UIMOD**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**

Contract term: **4 years and 141 days**

4. Type of contract: **Contract**

Contract description: **Unempl. Ins Sys Mod**

5. Purpose of contract:

This is an amendment to the original contract, which provides an automated computer system to process wage, contributions, benefit, appeal, and other information related to Nevada's statewide Unemployment Insurance (UI) programs. Via the project, the department will replace its current UI Legacy applications with an integrated solution that deploys new technology architectures, upgrades database management features, and improves outward facing applications for Nevada's UI employers and claimants. This amendment increases the maximum amount from \$27,943,902 to \$29,384,375 to allow for the acceleration of the implementation of the UI overpayment functionality within the new system.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$27,943,902.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,440,473.00
4. New maximum contract amount:	\$29,384,375.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The new automated Unemployment Insurance (UI) system will replace the current DETR UI legacy program to process wage, contributions, benefits, appeals, and other information related to Nevada's statewide Unemployment Insurance programs. The legacy system does not accommodate new UI benefit types, does not use modern database features and functions, is batch oriented and does not contain sufficient online real-time data edits, does not provide adequate web features to properly support Nevada's UI customers, and has security issues and other technology deficiencies related to 30 year old applications,

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Recent modernized UI systems implemented for other sister States use new technologies and commercially available products to enhance UI processes. DETR does not have the products, manpower, expertise, and available time to fully implement an automated Unemployment Insurance program of this size by itself. External resources are required to complete the task.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of six (6).

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?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **Foreign Limited-Liability Company**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mmason	11/05/2010 15:28:45 PM
Division Approval	tnash	11/08/2010 16:00:11 PM
Department Approval	tnash	11/08/2010 16:00:13 PM
Contract Manager Approval	tnash	11/09/2010 10:25:00 AM
DoIT Approval	csweeney	11/09/2010 15:40:42 PM
Budget Analyst Approval	knielsen	11/15/2010 16:44:24 PM
Team Lead Approval	cwatson	11/24/2010 15:12:44 PM
BOE Agenda Approval	cwatson	11/24/2010 15:12:48 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10730** Amendment Number: **1**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **CLASSIC LANDSCAPES, LLC.**

Agency Code: **902** Contractor Name: **CLASSIC LANDSCAPES, LLC.**

Appropriation Unit: **All Appropriations** Address: **3660 W. QUAIL AVENUE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118**

If "No" please explain: **Not Applicable** Contact/Phone: **MELLISA MILLS 702-215-8388**

Vendor No.: **T29023390**

NV Business ID: **2005233-240**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % ALL DETR BUDGET ACCOUNTS

Agency Reference #: **1488-11-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/12/2010**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2010**

Contract term: **2 years and 295 days**

4. Type of contract: **Contract**

Contract description: **Landscape Maintenanc**

5. Purpose of contract:

This is an amendment to the original contract, which provides landscape maintenance service at the Department of Employment, Training, and Rehabilitation location of 2800 E. St. Louis Avenue, Las Vegas, Nevada. This amendment extends the termination date from December 31, 2010 to December 31, 2012 and increases the maximum amount from \$7,180 to \$27,180.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,180.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$27,180.00
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?

Area(s) need to be kept clear of weeds and plants kept neat and tidy.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Employees do not have the equipment or time to perform landscape care.

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:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest bid.

d. Last bid date: 03/31/2009 Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor is currently providing landscape needs for 2800 E. St. Louis Avenue, Las Vegas. Performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	jmacnab	11/10/2010 13:30:09 PM
Division Approval	tnash	11/10/2010 13:31:13 PM
Department Approval	tnash	11/10/2010 13:31:18 PM
Contract Manager Approval	tnash	11/10/2010 14:03:43 PM
Budget Analyst Approval	knielsen	11/16/2010 17:32:00 PM
Team Lead Approval	cwatson	11/24/2010 13:20:06 PM
BOE Agenda Approval	cwatson	11/24/2010 13:20:10 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11719**

Agency Name: DETR ADMINISTRATIVE SERVICES	Legal Entity Name: FLORIDA, STATE OF/ AGENCY
Agency Code: 908	Contractor Name: FLORIDA, STATE OF/ AGENCY
Appropriation Unit: 3273-20	Address: FOR WORKFORCE INNOVATION
Is budget authority available?: Yes	107 E MADISON ST MSC 120
If "No" please explain: Not Applicable	City/State/Zip: TALLAHASSEE, FL 32399-4124
	Contact/Phone: null850/245-7130
	Vendor No.: T27024531
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2011**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1598-11-R&A**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **12/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2011**

Contract term: **210 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Labor Market Informa**

5. Purpose of contract:

This is a new contract to provide project management and subject matter expertise to the Projections Managing Partnership in the development of "green" jobs labor market information.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Other basis for payment: The maximum amount of this contract is \$20,000 for the term of the contract. \$10,000 will be paid upon Board of Examiners approval and the submission of an approved invoice. \$10,000 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?

This work is directed by the U.S. Bureau of Labor Statistics. Nevada serves as the fiscal agent for the Projections Managing Partnership.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Nevada is serving solely as the fiscal agent for this multi-state partnership.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Interlocal Agreement - Government Entity

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been under contract with the Department of Employment, Training and Rehabilitation since December 2009 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	11/03/2010 14:54:26 PM
Division Approval	tnash	11/04/2010 14:17:12 PM
Department Approval	tnash	11/04/2010 14:17:14 PM
Contract Manager Approval	tnash	11/04/2010 14:17:17 PM
Budget Analyst Approval	knielsen	11/10/2010 16:21:59 PM
Team Lead Approval	cwatson	11/24/2010 13:17:24 PM
BOE Agenda Approval	cwatson	11/24/2010 13:17:27 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11666**

Agency Name: **PUBLIC EMPLOYEES BENEFITS**
 Agency Code: **950**
 Appropriation Unit: **1338-10**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Extend Health**
 Contractor Name: **Extend Health**
 Address: **330 Primrose Road
 Suite 610**
 City/State/Zip: **Burlingame, CA 94010**
 Contact/Phone: **Joe Murad 6502927704**
 Vendor No.:
 NV Business ID: **NV20101643867**

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % 67% State Subsidy and 33% Premium Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 11/2010

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **4 years and 242 days**4. Type of contract: **Contract**Contract description: **Medicare Exchange**

5. Purpose of contract:

This is a new contract to provide individual market Medicare exchange and licensed broker services of Medicare plans. This vendor offers Medicare retiree benefit counseling services, education and assistance in choosing a Medicare Plan that best suits each retiree's needs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,555,000.00**

Payment for services will be made at the rate of \$3.50 per HRA account per month

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the current economic downturn, the Department of Administration, Budget Division instructed PEBP to keep the State subsidy levels for health insurance flat for the 2012-2013 biennium for both active employees and retirees. Using the targets provided by the Budget Division combined with the current year benefit plan design, the current subsidization policies (the amount provided by the State versus the amount provided by the employees and retirees) and the trend increase estimate provided by PEBP actuaries for the self-funded and HMO plans (medical inflation, utilization and the impact of Federal Health Care Reform- eg covering children to age 26 and eliminating lifetime and wellness benefit caps) resulted in a "shortfall" of \$111.2 million.

The Board was required to shift the \$111.2 million in costs to the employees and retirees either through decreased benefits or increased premiums. One of the decisions made by the Board at its August meeting was to move all Medicare Part A eligible retirees from the current PPO/ HMO structure to an Individual Market Medicare Exchange where they can find a Medicare plan that best suits their medical needs regardless of the location in which they reside.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not licensed to provide this service.

- 9. Were quotes or proposals solicited? No
- Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

The concept of an Individual Market Medicare Exchange Program is relatively new. While there are other vendors who provide this service, none of them have the experience or breadth of covered lives as Extend Health. Even fewer have experience with the public sector. Extend Health has purported there are at least two eligible plans for each zip code in which PEBP retirees are located. See the approved Solicitation Request Form in Attachment AA.

d. Last bid date: Anticipated re-bid date: 09/01/2014

- 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?

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	jhager	10/08/2010 10:53:42 AM
Division Approval	jhager	10/08/2010 10:53:45 AM
Department Approval	mstron1	10/08/2010 11:27:50 AM
Contract Manager Approval	mstron1	10/08/2010 11:31:27 AM
Budget Analyst Approval	jstrandb	10/08/2010 14:20:37 PM
Team Lead Approval	jmurph1	10/13/2010 07:50:04 AM

BOE Agenda Approval
BOE Final Approval

jmurph1
Pending

10/13/2010 07:50:08 AM

10/13/2010



JIM GIBBONS
Gov ernor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
100905

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: Public Employees' Benefits Program (PEBP)
Donna Lopez, Quality Control Officer (dlopez@peb.state.nv.us)
Megan Sloan, Management Analyst II (msloan@peb.state.nv.us)
(775) 684-7020
 - b. Vendor contact information: Extend Health, Inc.
Andrea Comporato, Vice President
(925) 934-3384 Phone
(925) 934-3344 Fax
Andrea.comporato@extendhealth.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:

PEBP is looking for a company to provide an Individual Market Medicare Exchange for our Medicare retirees. The company would need to be a licensed broker of Medicare plans and offer benefit counseling and education services to PEBP's Medicare retirees and assist them in choosing a Medicare Plan best suited to their individual needs.

3. Describe the unique qualification required for the service or good to be purchased:

A Medicare plan broker licensed by the Division of Insurance with experience transitioning large retiree groups from group plan coverage to an Individual Medicare Market Exchange. A company with a large number of Medicare Plan choices and one who has experience providing counseling, education, outreach and assistance to large retiree groups and employers.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Due to the current economic downturn, the Department of Administration, Budget Division instructed PEBP to keep the State subsidy levels for health insurance flat for the 2012-2013 biennium for both active employees and retirees. Using the targets provided by the Budget Division combined with the current year benefit plan design, the current subsidization policies (the amount provided by the State versus the amount provided by the employees and retirees) and the trend increase estimate provided by PEBP actuaries for the self-funded and HMO plans (medical inflation, utilization and the impact of Federal Health Care Reform – e.g., covering children to age 26 and eliminating lifetime and wellness benefit caps) resulted in a "shortfall" of \$111.2 million.

The Board was required to shift the \$111.2 million in costs to the employees and retirees either through decreased benefits or increased premiums. One of the decisions made by the Board at its August meeting was to move all Medicare eligible retirees from the current PPO/ HMO structure to an Individual Market Medicare Exchange where they can find a Medicare plan that best suits their needs medically and geographically.

PEBP has no experience writing a RFP for or providing the education and outreach services that will be required for a successful transition of the Medicare retirees to an Individual Market Medicare Exchange. We need a vendor who has experience providing these services and who can assist PEBP in making this transition successful. There are currently only a handful of other governmental entities providing an exchange to their Medicare retirees. Some other governmental jurisdictions have simply ceased coverage for their Medicare retiree population leaving them on their own to navigate the complexities of the individual Medicare market. PEBP proposes a pilot project to prove the concept that moving the Medicare retirees to an Individual Market Medicare Exchange will be beneficial to both PEBP and the Medicare retirees. PEBP proposes the pilot encompass all current Medicare eligible retirees. During the term of the contract, PEBP can determine what works well and what improvements could be made in a future RFP for these services.

Extend Health is the largest and longest operating company offering these services. They have experience implementing this service to public entities as well as large corporate employers with significant Medicare retiree populations. They have the infrastructure in place to accommodate the needs of PEBP's Medicare retirees and assist them with the transition from group plan coverage (PEBP) to the individual Medicare market for health care coverage. Extend Health will have a dedicated support team in place to assist PEBP and retirees with this transition.

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:

At its August 5, 2010 meeting, the PEBP Board approved requiring all Medicare eligible retirees be moved to an Individual Market Medicare Exchange for health care coverage starting in plan year 2012 (July 1, 2011). Implementing an exchange and the educational outreach activities that will be necessary to insure its success will require PEBP to work with its vendor well in advance of the July 1, 2011 conversion date. Additionally, a special Medicare enrollment, coinciding with PEBP's annual open enrollment in May 2011 with an effective date of July 1, 2011, will have to be coordinated as the normal open enrollment period for Medicare plans is in November for a January 1 effective date. Failure to obtain a waiver will result in potential delays to the education and outreach activities to Medicare retirees and could adversely affect the special enrollment period. Furthermore, these delays could prevent some Medicare retirees from getting the best health care coverage for their unique circumstances.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The concept of an Individual Market Medicare Exchange program is relatively new. While there are other vendors who provide this service, none of them have the experience or the breadth of covered lives as Extend Health. Even fewer have experience with the public sector. Extend Health has purported there are at least two eligible plans for each zip code in which PEBP has retirees located.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Extend Health has agreed to waive the implementation costs to the State. There is no cost to PEBP or the

Medicare retiree participants for participation in the exchange. Extend Health receives commissions from the insurance companies whose policies they sell. However, an important component of the Extend Health model is that the customer service representatives who are assisting Medicare retirees in selecting their insurance plan are salaried and do not receive commissions for placing a retiree into a specific insurance plan. The customer service associates do not know the commission for any specific product. PEBP will also use the Health Reimbursement Arrangement (HRA) offered through Extend Health at a cost of \$3.50 per month per account. This fee is passed to Extend Health by the HRA administrator and will be paid by PEBP. Extend Health has agreed to waive this fee for the first 6 months of the contract.

8. What is the estimated value and length of the contract, amendment or request?

This would be a new contract with a proposed four year term and would include the opportunity for up to a two year extension, as is standard in all PEBP contracts. The maximum value of the contract is difficult to determine as PEBP is not provided with the commissions paid by the individual insurers to Extend Health. The commissions are included in the rate structures the insurers file with the Centers for Medicare & Medicaid Services (CMS) and are not additive to the rates charged by those insurers. It is estimated that the revenue received by Extend Health from outside sources by way of commissions paid by insurance companies would be approximately \$1,200,000 for the four year term of the contract and the HRA fee would be approximately \$1,323,000 for the four year term of the contract. It is estimated that PEBP will reduce State subsidies by approximately \$17 million dollars in the 2012-2013 biennium by transitioning the Medicare retirees to an Individual Market Medicare Exchange.

a. New contract Y N

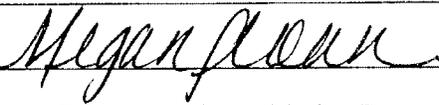
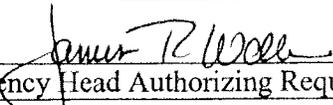
b. Amendment Y N Amendment No. _____
 {provide copy of previous waiver(s)}

Public Employees' Benefits Program hereby requests approval for Extend Health, 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 	9/11/10
Agency Representative Initiating Request	Date
X 	09/01/10
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The

signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

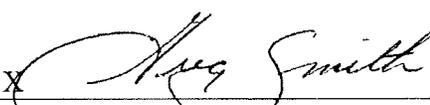
Signed:

X	
Reviewing Agency/Entity Signature	Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

X 	9-9-10
Administrator, Purchasing Division	Date

Responses to Questions



1. How many entities have employed the services of Extend Health, broken down by Private Sector and Public Sector clients?

93 entities have hired Extend Health to perform Medicare Coordinator services:

- 81 private
- 12 public

2. How many lives are covered by Extend Health (how many Medicare retirees obtain their insurance through your exchange), again broken down by Private Sector versus Public Sector if possible?

Extend Health has enrolled 250,000 Medicare eligible individuals through our exchange.

3. The length of time that Extend Health has been providing these services.

Extend Health has been providing these services since 2004.

4. Whether or not a dedicated team of customer service staff will be available to assist PEBP participants during the transition?

Yes. We will assign a dedicated team of benefit advisors to service PEBP retirees. The PEBP benefit advisors will handle inbound and outbound calls for PEBP's retirees. Overflow inbound calls will be handled by a team of highly trained "Super Benefit Advisors" who also handle other clients. This is a system designed to ensure all retirees are provided qualified, timely and excellent service by a benefit advisor licensed and certified to support each retiree.

Benefit advisors will be specially trained in all facets of the PEBP's benefit plan including employer history, retiree culture, retiree job functions, communications materials and much more. The goal of the training is to provide the retiree with a comfortable, familiar experience, similar to one they would experience when calling their own HR department or service center.

We also offer a dedicated management and implementation team and a complete set of services to ensure a successful transition. Our experienced account managers, client services implementation specialists, benefit advisors and customer service representatives work closely with you, managing each phase of the process and making sure that you and your retirees are fully informed and comfortable every step of the way.

Responses to Questions



5. **Does Extend Health have the appropriate licenses from the State of Nevada to operate and enter into a contract with PEBP (licensed by the Division of Insurance as well as the Business Licensing requirements of the Secretary of State)?**

Yes. We have the appropriate licenses. Extend Health is licensed under the name Extend Insurance Services LLC.

6. **A list of Extend Health's competition in this market, by size employers/covered lives if available.**

There is limited direct competition in our market and details in terms of size of employers/covered lives are rarely made public. Below is a list of those that operate in our market, but in most cases do not provide the focus, breadth or scope of the Extend Health exchange:

- Senior Educators—very small and historically focused on the retail markets. Recently acquired by Hewitt and Associates. Primary focus has been on individual retiree market, not the transition of employer group retiree programs. Recently, they added a few employer client. No proprietary decision support tools to assist the retirees, and no experience with group retiree communications and transition support.
- Transition Assist—also a very small player and unclear as to what kind of market traction they have experienced. Mostly focused on the individual market as opposed to employer sponsored.

While much of our competition is new to the market, Extend Health is currently going through its fifth annual enrollment season and has assisted over 250,000 Medicare eligible individuals. Extend Health is currently the only Medicare Coordinator company that can offer the end-to-end support for an employer transition from the group Medicare to individual Medicare market place and provide the on-going lifetime advocacy needs for each retiree, while retaining the comfort of a consistent experience for each retiree and overall group reporting and retiree tracking.

7. **A commitment by Extend Health to participate in face to face meetings with retirees to discuss all aspects of the exchange and to answer any questions posed by the retiree community.**

In concert with written communications detailed below, we will partner with you to ensure that all eligible retirees have the option to attend an on-site meeting or webinar. Extend Health will attend as many on-site retiree meetings as needed for PEBP. The presentation materials at the retiree meetings are fully customized

for your retirees, and for each market in which we present in a Town Hall setting. Webinars and teleconferences will be available for individuals unable to attend an in-person meeting. We are experienced at addressing their concerns and explaining the change in health care benefits while walking them through the process of working with Extend Health to find new Medicare insurance.

8. A commitment to an on-going communications and education plan as we gear up for the special enrollment period and attending transition meetings with PEBP staff leading up to the transition of the participant to the exchange.

We work closely with you to develop a communications and education strategy for your retirees. The Extend Health communication and education platform incorporates extensive client and retiree feedback. Our complete set of communications templates is available to you use as is, take as a starting point, or if you prefer you can develop your own. Before a single message is sent, we verify retiree addresses, phone numbers, and emails and update any changes where possible.

Our services include a robust communication and change management program. Aside from the initial client notification, Extend Health produces and distributes all communication materials. All materials include a co-branding element. Our education, evaluation and enrollment tools, resources and materials are provided in print, available telephonically by speaking to a licensed benefit advisor and for those interested in self-service, through the web.

We have successfully supported change management initiatives for hundreds of thousands of participants. The communications are retiree-tested through focus groups and enhanced each season. The following items are part of the Communications strategy and are included at no additional charge:

Customer Initiated:

- Announcement letter of group plan termination
- Educational mailing from Employer to be mailed to participants. This piece explains the changes taking place prior to the effective date and provides a calendar of events. The mailing also includes educational materials about the individual Medicare marketplace. To maintain consistency of message, Extend Health provides this educational mailing piece to you at no additional cost. You are then free to customize this piece to meet your specific needs.

Extend Health Initiated:

Responses to Questions



- Extend Health Getting Started Guide
- Extend Health Enrollment Guide
- Extend Health Reminder Postcard
- Extend Health Last Chance Postcard
- Extend Health Certified Letter
- HRA Welcome Guide
- Confirmation Letter

In addition to our telephonic customer service we provide a custom landing page, recorded interactive voice response system (IVR) with company name and dedicated toll free number.

Our service to retirees does not end with enrollment. Beyond evaluation and enrollment, Extend Health offers lifetime support – annual plan evaluation and changes and participant advocacy on billing, claims or other carrier issues.

9. **A commitment to waive any implementation fees and that the only costs to PEBP or our participants are the HRA fees (if we elect to use your HRA vendor). A fee schedule for the HRA and the benefits of using your HRA vendor would be beneficial for us in making the determination of which HRA vendor to use.**

To demonstrate our commitment to the State of Nevada Extend Health is pleased to waive our implementation fees. Additionally, we would like to offer the State HRA services for no charge during the first six months of the contract. After six months, the HRA fee will be \$3.50 per month per account (typically a retiree and spouse share an account).

10. **A commitment to provide the latest audited financial statements for us to use in determining the financial viability of your company.**

Confirmed. We will supply our latest audited financial statements upon execution of the enclosed non-disclosure agreement.

11. **A ballpark estimate of the “opportunity” amount (contract value in terms of revenues received by Extend Health from all sources for adding approximately 9,000 Medicare retirees) that Extend Health would receive as a result of this contract (assume 4 year contract).**

Responses to Questions



Extend Health receives a commission for each insurance policy that is issued as a direct result of the enrollment services. These commissions are paid by the applicable insurance carrier in accordance with federal and/or state mandated compensation guidelines. The commissions are not additive to the rates. All rates filed with CMS include the commission structure; this means that regardless the source of the policy (through Extend Health or direct with the carrier), the total cost remains constant for the retiree/employer. No organization can discount the rates or add any administrative fees. The company estimates that it will earn approximately \$1.2 million under this contract, while providing an estimated cost-savings opportunity to the State of Nevada of more than \$5 million annual cash savings and over \$10 million in savings to retirees. The actual savings per individual retiree will varies given that state contributions vary based on years of service, retirement date, current plan selection and whether a retiree is a State or Non-State retiree. The details of the precise savings are being validated externally through AON Consulting.

Extend Health
Contract Effective November 9, 2010
Attachment CC

Negotiated Items for Extend Health effective November 9, 2010

1. PEBP is the system of record regarding participant eligibility; this means that PEBP has the responsibility for eligibility final determination, maintenance of eligibility records and reporting of eligibility for its participants and their dependents.

2. PEBP contracts with a health plan auditor to perform annual HRA claims audits on behalf of PEBP. PEBP and its health plan auditor will comply with all applicable confidentiality laws and will not reveal any confidential information acquired as a result of the audit. PEBP has the right to review/audit records for the entire term of the contract without limitation. Any information, documents, etc. which Extend Health may deem as containing “trade secrets” or “proprietary” will not preclude an examination of such items through the audit process.

Extend Health will cooperate with PEBP and PEBP’s health plan auditor in the audit reviews by providing access to all PEBP information including but not limited to claim processing records (hard copy or imaged documents), individual claims history, pended claims records, eligibility records, individual diary notes, access to support staff to assist with system training and questions from the health plan auditor, and any other information relevant to PEBP as determined by PEBP and PEBP’s health plan auditor at no cost to PEBP or PEBP’s health plan auditor.

PEBP is responsible for the fees charged by the health plan auditor. Extend Health will not delay the audit process by limiting access to the information requested by PEBP’s health plan auditor. Extend Health will make reasonable accommodations for PEBP’s health plan auditor to allow the auditor to proceed with the audits in the time frame established by the health plan auditor, which typically takes four to five working days annually.

PEBP’s health plan auditor will perform these audits on site at the physical location where the staff servicing the PEBP account is located, as well as the physical location of

Extend Health
Negotiated Items
Attachment CC

Contractor’s Initials _____

PEBP Initials _____

Extend Health
Contract Effective November 9, 2010
Attachment CC

all PEBP data. To clarify further: PEBP's health plan auditor will be granted access to the claims system, any files, logs or other materials as required to perform a thorough audit of Extend Health and its subcontractors.

3. Attendance at PEBP Board Meetings at no additional cost to PEBP, at PEBP's reasonable request.
4. Implementation schedule to include Plan Year 2012 Open Enrollment and retiree meetings as mutually agreed upon, at no additional cost to PEBP.

Extend Health
Negotiated Items
Attachment CC

Contractor's Initials_____

PEBP Initials_____

ATTACHMENT CC
Penalty for Undisclosed Subcontractors

Item	Guarantee	Method of Measurement	Penalty
<p>Disclosure of subcontractors and unauthorized transfer of PEBP data.</p>	<p>100%</p>	<p>A. Contractor shall not engage additional subcontractors to maintain PEBP data nor change the physical locations where PEBP data is maintained and/ or stored without written authorization by PEBP. Requests shall be provided at least 60 days prior to the engagement of a new subcontractor or movement of the physical location of PEBP data.</p> <p>B. All PEBP data will be stored, processed and maintained solely on currently designated servers and storage devices identified in this contract amendment and/or prior contract documents. Any material changes to those designated systems during the life of this agreement shall be reported to PEBP at least 60 days prior to the changes being implemented.</p>	<p>A. 5.0% of previous 12 months total HRA fees will be assessed for each violation identified.</p> <p>B. 5.0% of previous 12 months total HRA fees will be assessed for each violation identified.</p>

Contractor's Initials _____
Agency Initials _____

Service Performance Standard

- Compliance will be determined by PEBP in accordance with the above Method of Measurement.
- Penalty amount will be determined by PEBP in accordance with the above Penalty language. Calculation will be provided to vendor for review prior to deduction of penalty.
- PEBP will not unreasonably withhold written authorization of approval of additional subcontractors or physical locations of PEBP data
- After the violation has been identified, penalty will be deducted from the subsequent months invoice for administrative services.

Attachment CC
Recognized Subcontractors and
Acknowledgement of Physical Location of PEBP Data

As required in the Data Security Summary of the Business Associate Agreement, subsection e, Extend Health is disclosing that the following designated subcontractors of Extend Health are maintaining, storing or providing services that require access to PEBP data:

Waypoint Data Solutions, LLC

845 Pat Lane
Arnold, MD 21012-1245

Rastar

1152 West 2240 South
Salt Lake City, UT 84119

And

2305 South 1070 West
Salt Lake City, UT
84119

Hewitt Associates

100 Half Day Road
Lincolnshire, IL 60069-3342

PEBP acknowledges the physical location of all PEBP data utilized, stored by, or backed up by Extend Health to be the following:

Consonus Technologies, Inc.

7202 South Campus View Drive
West Jordan Utah 84084
USA

Cincinnati Bell Technology Solutions

229 West 7th Street
7th Floor Data Center
Cincinnati Ohio 45202
USA

Contractors Initials: _____
PEBP Initials: _____

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **11753**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: GA-SNC Solar LLC
Agency Code: MSA	Contractor Name: GA-SNC Solar LLC
Appropriation Unit: 9999 - All Categories	Address: 444 Salomon Circle
Is budget authority available?: No	City/State/Zip: Sparks, NV 89431
If "No" please explain: See below "Other Basis for Payment" (Section 6).	Contact/Phone: Michelle Erlach 775-331-0222
	Vendor No.:
	NV Business ID: NV20091113473
To what State Fiscal Year(s) will the contract be charged? 2011-2015	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Various, subject to project approval.

Agency Reference #: **1872**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **12/2010**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2014**Contract term: **4 years and 31 days**4. Type of contract: **MSA**Contract description: **Solar Photovoltaic**

5. Purpose of contract:

This is a new master service agreement with a contractor capable of financing and constructing multiple solar photovoltaic sites on state and other public entity properties. This approach reduces the overall costs the State and other public entities will incur for the power produced by the solar facilities. Contractor hereby agrees to plan, develop, build and operate the Projects, and occupy the Project Sites.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$0.01**

Other basis for payment: All costs associated with constructing and establishing the Projects are the sole responsibility of Contractor. Neither Contractor nor the State or Contracting Agency shall be obligated to proceed with any Project unless and until the Board of Examiners and the State of Nevada Interim Finance Committee, if required, have approved both a Power Purchase Agreement and an easement or lease for such Project that are each satisfactory to such party.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State is suffering from a revenue shortfall due to the current economic crisis and must find creative ways to reduce costs. The installation of renewable energy generation facilities on public properties puts these sites to productive use by creating energy related jobs on a statewide scale, reduces the state's long-term energy expenses, and has the potential to drive nearly \$300 million private sector investment into Nevada's struggling economy.

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 capital or expertise to construct solar photovoltaic facilities.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor achieved the highest overall score by the evaluation committee.

d. Last bid date: 08/17/2010 Anticipated re-bid date: 08/17/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with the Nevada Army National Guard. The quality of services has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	kperondi	11/10/2010 16:36:57 PM
Division Approval	sberry	11/10/2010 16:38:48 PM
Department Approval	sberry	11/10/2010 16:38:55 PM
Contract Manager Approval	kperondi	11/10/2010 16:40:35 PM
Budget Analyst Approval	csawaya	11/18/2010 17:12:13 PM
Team Lead Approval	jmurph1	11/23/2010 09:43:30 AM
BOE Agenda Approval	jmurph1	11/23/2010 09:44:18 AM
BOE Final Approval	Pending	



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: November 22, 2010
To: Stephanie Day, Deputy Director
Department of Administration
From: Cathy Gregg, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

DEPARTMENT OF ADMINISTRATION – PURCHASING DIVISION – LABORATORY CORPORATION OF AMERICA (Contract # 11746)

Reason for submittal, i.e., statutory requirement, letter of intent, BOE request, etc.

Pursuant to NRS 333.700, the Clerk of the Board of Examiners has approved this good of the state contract for \$24,999.00 with Laboratory Corporation of America (LabCorp). The current vendor has not met all of the contractual requirements set forth in RFP 1770 and the required services' affects the health and welfare of Nevada citizens.

Additional Comments:

REVIEWED: 
INFO ITEM: IIA

JIM GIBBONS
Governor

STATE OF NEVADA



ANDREW CLINGER
Director
Department of Administration

BRYAN NIX
VOCP Coordinator

DEPARTMENT OF ADMINISTRATION
VICTIMS OF CRIME PROGRAM

Coordinator's 2010 Biennial Report

This report is presented for submission to the Legislature pursuant NRS 217.250, which requires the Board of Examiners to report to the Legislature when it meets on a biannual basis. This section provides:

NRS 217.250 Reports. The Board shall prepare and transmit biennially to the Legislature a report of its activities, including:

4. The amount of compensation awarded;
2. The number of applicants;
3. The number of applicants who were denied compensation; and
4. The average length of time taken to award compensation, from the date of receipt of the application to the date of the payment of compensation.

VOCP Activity

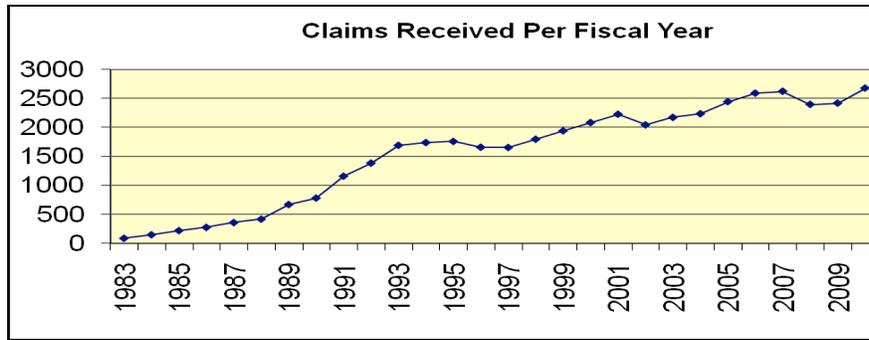
During FY 2010 (July 1, 2009 to June 30, 2010) the VOCP received **2,665** new applications, approving **2089** victims for assistance. This is 311 more applications received and 389 more claims approved than in FY 2009.

During FY 2010 the VOCP closed 2,813 files after providing those victims all available benefits they qualified for, and paid all of their known crime related bills. ***No victim was left with any crime related expenses when their claims were closed.***

During FY 2010 the VOCP satisfied **\$36,529,314.89** in approved victim hospital and medical bills, mental health counseling, lost wages, crime scene cleanup, relocation costs, and other crime related expenses. This is **\$12,334,470.22** more than in FY 2009.

With one or two exceptions every medical provider, or other vendor, accepted every reduced VOCP payment in *full satisfaction* of every crime related expense, submitted by approved victims during the fiscal year. After VOCP bill review and cost containment policies were applied, these claims were satisfied with **\$7,951,236.41** of VOCP adjusted fee schedule payments, which was \$383,711.86 less than paid out in FY 2009. This means victims received the equivalent of **\$28,578,078.48** of *additional* assistance over the actual VOCP expenditures during FY 2010.

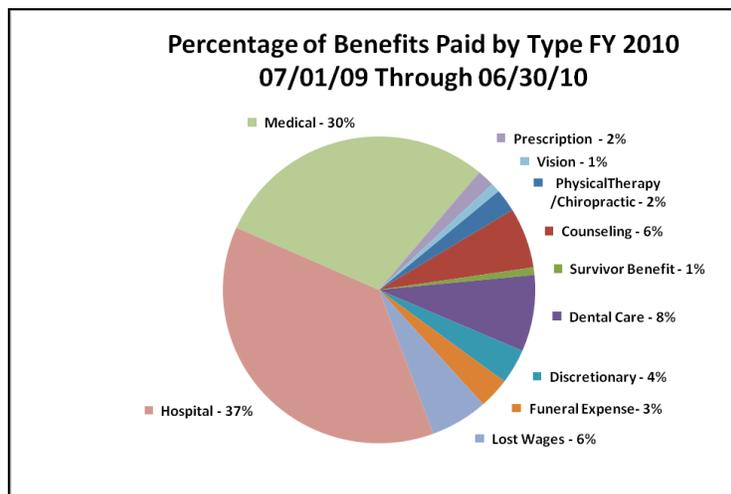
Caseload Growth Since 1983



The VOCP has seen caseload growth similar to the population growth in Nevada over the last two decades. In the last couple of years, for the first time in recent history, the population has ceased to grow at record rates. However the demands on the VOCP have continued to grow. *In spite of this growth the VOCP has the same number of staff today as it did in 1989*, when the VOCP was established as a state agency, rather than being operated from the state budget office. This is in large part because the VOCP has contracted much of our claims payment processing, and case management system to private contracts over the last 15 years, rather than expand the VOCP staff.

Summary of Benefits Paid

Although 91.46% of all bills received from victims consisted of hospital and medical bills, these bills represent just 67% of all victim payments in FY 2010. Hospital bills are paid pursuant to fee schedules and BOE policies, which allow for reductions to allow for the payment of other benefits. The VOCP satisfied more than \$33 million in hospital and medical billings with just over \$5 million in fee-scheduled payments. The remaining 33% of VOCP payments were made to satisfy other critical needs of the victim, such as lost wages, counseling, dental care for victims whose teeth and jaws are injured during the crime, relocations, crime scene cleanup, etc.



Impact of Cost Containment Policies

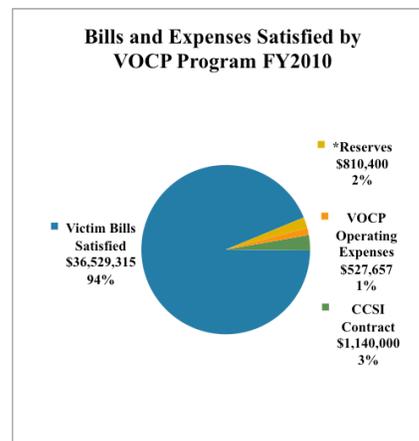
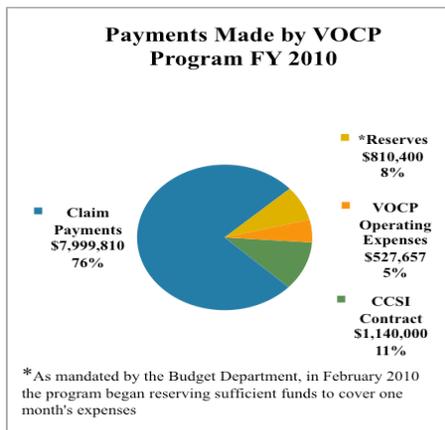
As the following chart shows the VOCP satisfied **\$36,529,314.89** in victim medical bills and claims for **\$7,951,236.41** of available funding in FY 2010. Cost containment policies adopted by the BOE pursuant to NRS 217.130 and NRS 217.150 allowed the VOCP to effectively extend benefits by an additional **\$28,578,078.48** during this fiscal year.

Payment Amounts by Type for FY 2010				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Medical - Hospital	1752	28,942,923.14	25,967,564.44	2,975,358.70
Medical - Other	4753	4,468,338.83	2,116,759.63	2,351,579.20
Dental	464	861,545.03	227,237.00	634,308.03
Counseling	2891	653,982.57	146,304.00	507,678.57
Lost Wages	528	462,463.12	357.81	462,105.31
Discretionary*	374	295,775.98	3,243.77	292,532.21
Funeral Expense	112	264,131.74	11,439.56	252,692.18
Chiropractic	386	156,740.47	43,439.12	113,301.35
Vision	163	91,393.49	13,674.32	77,719.17
Prescription	1053	143,460.34	2,513.62	140,946.72
Survivor Benefits	43	64,342.40	0.00	64,342.40
Physical Therapy	262	124,217.78	45,545.21	78,672.57
Total Payments	12781	\$36,529,314.89	\$28,578,078.48	\$7,951,236.41

*Discretionary include: emergency relocations, crime scene clean up, childcare, mileage, etc.

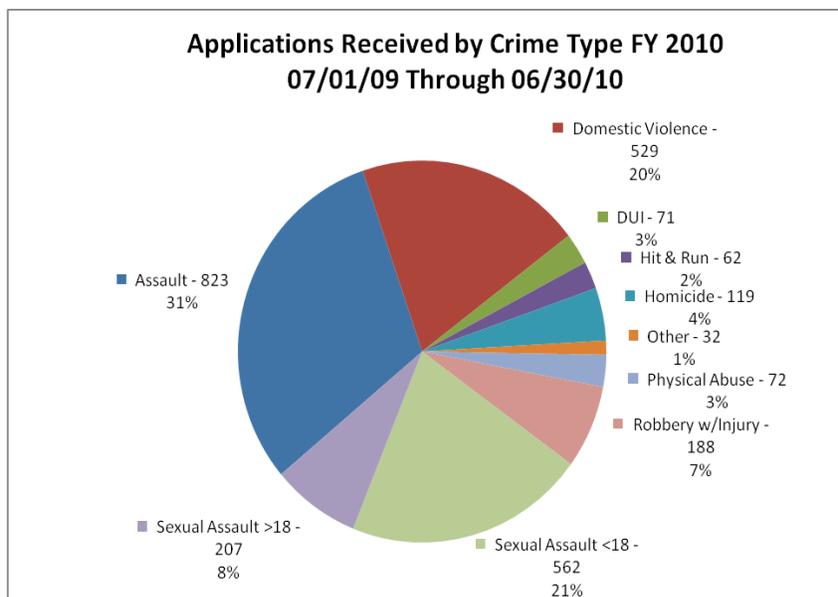
Program Administrative Costs as Compared to VOCP Benefits Provided

The next two charts show the percentage of costs of the VOCP and its contractor CCSI as compared to actual claim expenditures, and as compared to the total value of claims satisfied for the victims during FY 2010.



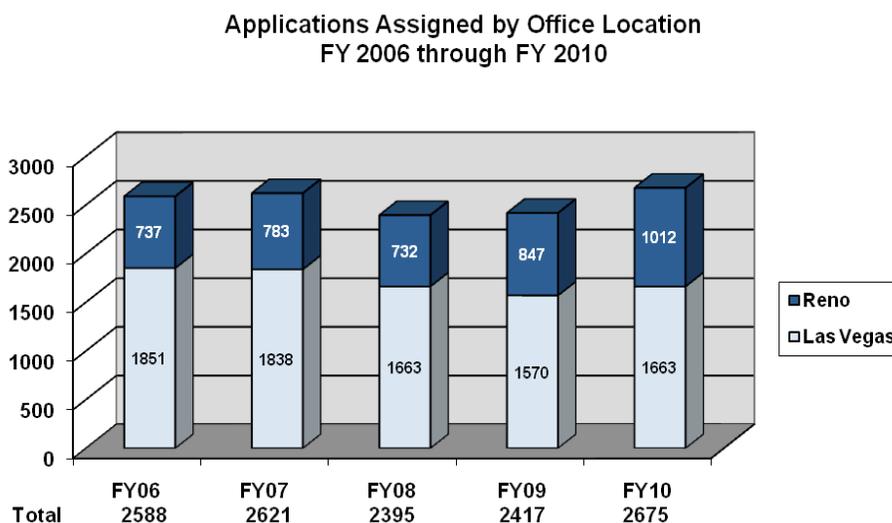
Summary of Applications Received

The VOCP received **2,665** new applications during FY 2010. The following chart shows the number and percentage of applications received by crime type.



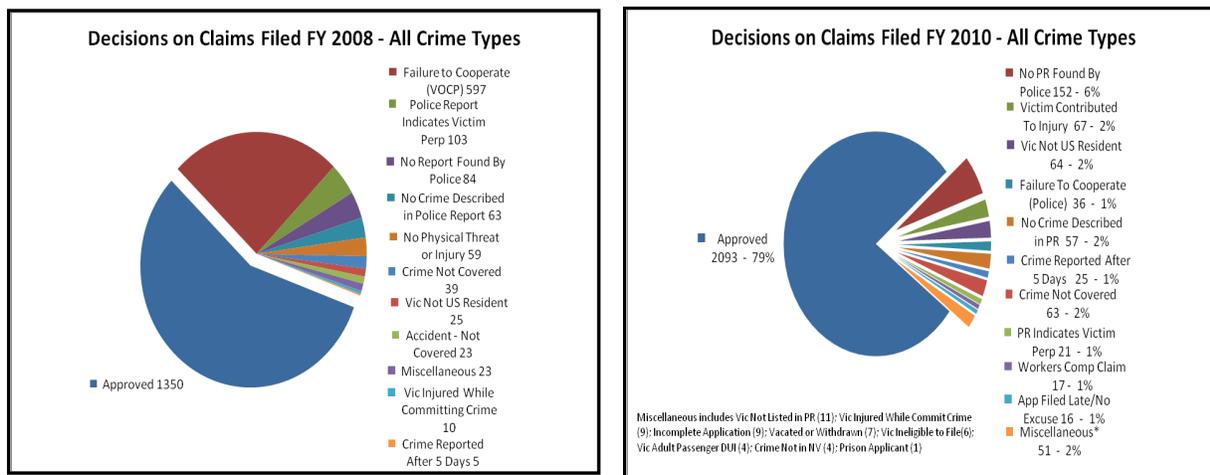
Applications Assigned by Office Location

During FY 2010 the VOCP assigned **2,675** claims to Compensation Officers (note: the number of cases assigned will differ from new applications received during the FY because there is some database overlap from FY to FY). The Las Vegas office received **1,663** applications and the Reno office received **1,012** applications. The following chart shows the number of applications assigned by office since FY 2006.



Applications Approved and Denied

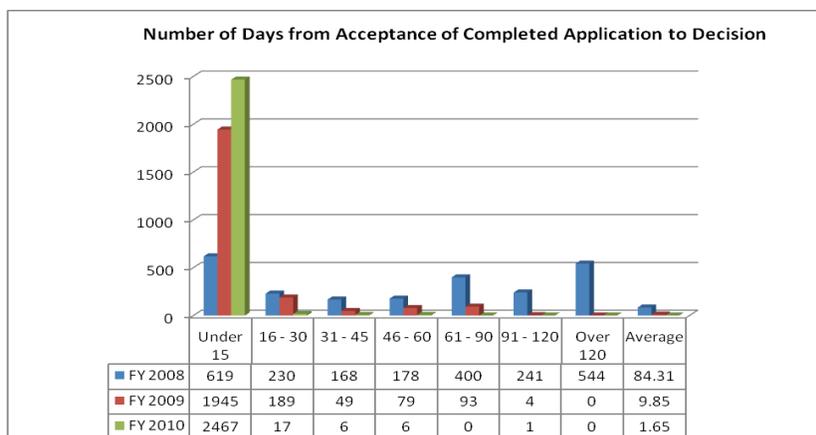
The following charts show the number of applications approved and denied for FY 2008 and FY 2010 with the reason for denial shown by total numbers and percentages. In FY 2008, 57% of applications were approved and 43% were denied. *In FY 2010 78% of applications were approved and only 21% were denied.*



Improvements to Claims Management System

During the FY 2010 the VOCP updated its claims management system, VOC-NET, to automate the process of requesting a police report, when an application is submitted without one. This has saved an average of 16.32 days per application. Combined with the slight improvement in police agencies providing police reports, and changed procedures streamlining the application process, the VOCP has reduced the time it takes to approve an application from an average of 84 days in FY 2008, to 24 days in FY 2010, when the application is submitted *without* a police report.

As the following chart shows, claim decisions are made within 1.65 days of receipt of a completed application and police report.

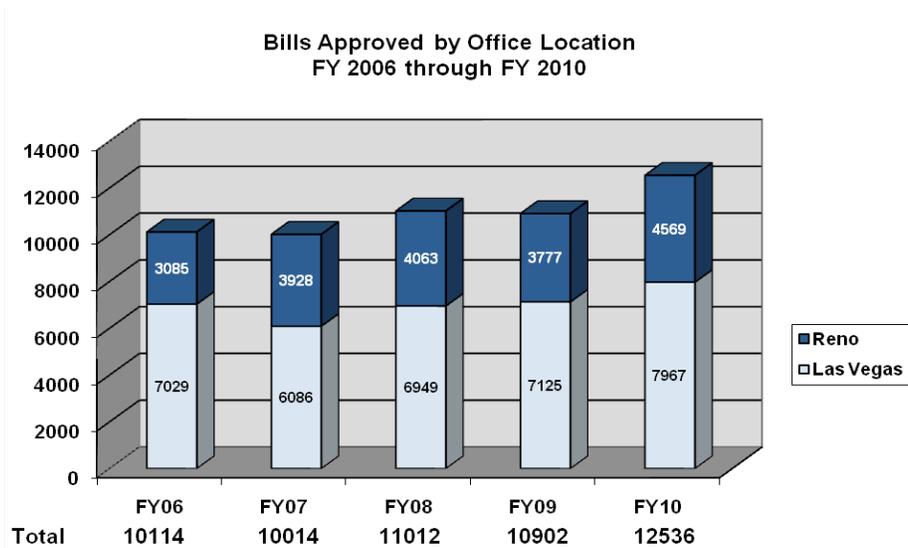


Bills Processed by Office Location

One of the most important activities of the VOCP is processing and paying the victim’s medical bills, counseling bills, lost wages, and other benefits. The VOCP pays all outstanding medical bills, counseling bills, and other crime expenses incurred after claim acceptance, *weekly*.

The VOCP pays all emergency room and other pre-acceptance claims by the end of each FY quarter. *Virtually all approved emergency room or other pre-acceptance claims are paid no later than 90 days from receipt by the VOCP.*

As the following chart shows, the number of medical and other bills has continued to increase over the last four fiscal years. This chart shows the number bills processed, by office location, each year since FY 2006.



Summary of Impact of 2009 Legislative Changes

AB 283: Catastrophic Injury Claims

The Nevada Legislature passed important victim legislation in 2009. AB 283 raised the statutory claim cap from \$50,000 up to \$150,000 for catastrophic injury claims. Since passage, the VOCP has approved 12 claims as catastrophic, spending an average of \$60,615.72 per claim.

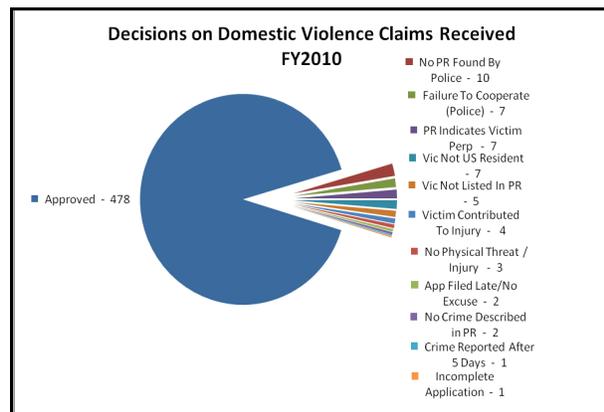
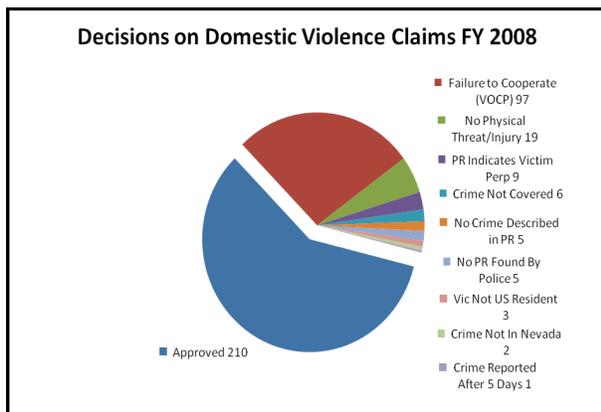
The increased claim limits have helped save the life of a domestic violence victim who needed special medication to recover from a bone infection after surgery for her injuries. Increasing the claim limit for catastrophic injuries has made a critical difference in the treatment and quality of life for 3 victims who were rendered paraplegics because of their crime injuries. The additional funding authority helped 1 victim retain his sight, and assisted 3 victims with obtaining prosthetics. The VOCP was also able to help 3 victims

obtain treatment that improved their basic quality of life, by surgically rebuilding jaws and faces destroyed during the crime. In one case we were able to authorize extra life-saving surgical care to a victim suffering from a gunshot wound to the abdomen.

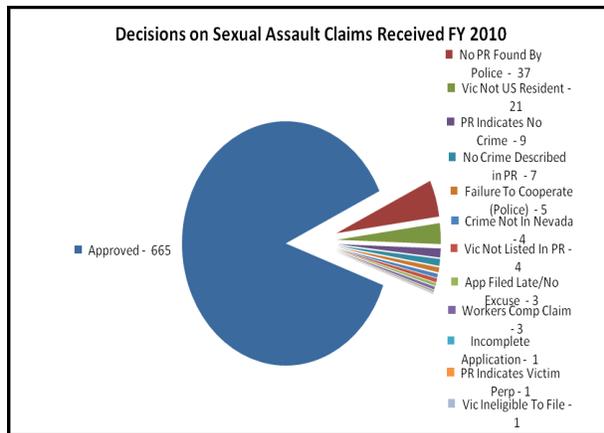
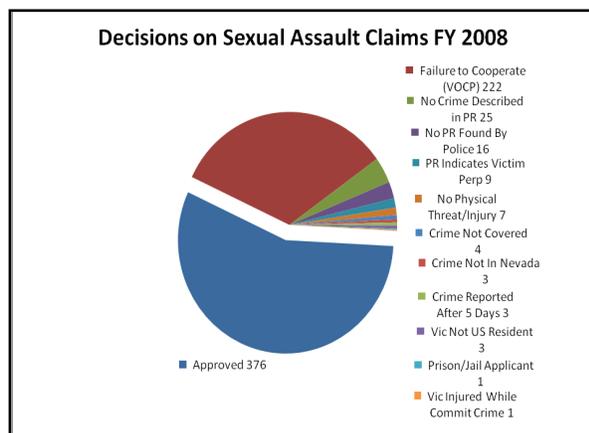
Not one victim has been denied assistance or received reduced benefits to provide these extra benefits to victims with catastrophic claims.

AB 116: Domestic Violence and Sexual Assault Claims

Last session contributory conduct considerations were eliminated as a basis for claim denial in domestic violence and sexual assault claims. This, combined with improved application procedures has dramatically increased the acceptance of these claims over previous years. The following charts show the acceptance rate and reasons for denial in FY 2008 and FY 2010. In FY 2010 only 49 claims were denied, while 478 claims were approved. Compare this to FY 2008 where 147 claims were denied and only 210 were approved.



This next charts show the acceptance rate and reasons for denial in sexual assault claims in FY 2008 and FY 2010. In FY 2010 96 claims were denied, while 665 claims were approved. Compare this to FY 2008 where 294 claims were denied and only 376 were approved.



AB 116: Timely Police Reports

AB 116 was passed, requiring law enforcement agencies to provide police reports within 10 days of our written request. Prior to this law it took law enforcement an average of 23.72 days to provide a police report. This average has been reduced by an average of 3.79 days to a current average of 19.93 days.

Amending NRS 217.260

Unfortunately, legislation to correct confusing claim payment language in NRS 217.260, failed to make it through the 2009 legislative process. We have submitted another bill draft to update the language for the 2011 legislative session. Although the VOCP complies with all the provisions of NRS 217, the language of this particular statute has caused unnecessary confusion and needs to be updated.

The VOCP will continue efforts to update NRS 217.269 during the 2011 legislative session.

Conclusion

FY 2010 presented several challenges for the VOCP resulting in some notable accomplishments by the VOCP staff and its contractor CCSI.

In FY 2010 the VOCP satisfied 12,781 bills totaling **\$36,529,314.89** in claims; resolved with **\$7,951,236.41** of VOCP expenditures. This is more than In FY 2009, when the VOCP resolved \$24,194,844.67 in victim claims with \$8,383,521.36 of VOCP expenditures.

The VOCP had fewer revenues to pay victim claims because of a new policy requiring a 30-day reserve be maintained. This was funded with \$810,400.00 during FY 2010. In spite of this the VOCP still resolved \$16,121,333.02 more in victim claims with \$383,711.86 less available funding than the previous year.

In FY 2010 the VOCP satisfied more victim claims than ever before. With the cooperation of innumerable medical providers, particularly the hospitals, the VOCP helped *every* approved victim pay *every* crime related expense before their claims were closed.