

# POST

## \*\*\* NOTICE OF PUBLIC MEETING \*\*\*

### BOARD OF EXAMINERS

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

**DATE AND TIME:** January 11, 2011 10:00 a.m.

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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.

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### AGENDA

**\*1. APPROVAL OF THE DECEMBER 14, 2010 BOARD OF EXAMINERS' MEETING MINUTES**

**\*2. REQUEST FOR FURLOUGH EXCEPTIONS**

**A. Department of Corrections – Multiple Budget Accounts - \$938,069.00**

The Department of Corrections requests exceptions for the months of January 2011 through March 2011, for multiple positions necessary for public safety at a cost of approximately \$938,069 (the unobligated balance in the furlough account is \$1,018,755). This request includes all Correctional Officer and Senior Correctional Officer positions.

**\*3. REQUEST FOR HIGHWAY FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

**A. Department of Motor Vehicles – Director's Office - \$396,890.00**

The Department of Motor Vehicles, Director's Office, is requesting an allocation of Highway Funds from the Interim Finance Committee Contingency Fund in the amount of \$396,890 due to the projected shortfall of commission payments associated with kiosk transactions.

**\*4. 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 Business and Industry – Director’s Office - \$19,668.00**

Pursuant to NRS 353.268, the Department of Business and Industry is requesting an allocation of \$19,668 from the IFC Contingency Fund to support the relocation of the Director’s Office.

**\*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 Business and Industry – Occupational Safety and Health Enforcement	1	\$23,992
<b>Total:</b>		<b>\$23,992</b>

**\*6. VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

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

**A. Mohammed Igram**

Mr. Igram is appealing the denial of his application for VOCP assistance due to contributory conduct.

**\*7. LEASE**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Business and Industry – Financial Institutions Division	WA Desert Inn 1 through 28, LLC	\$432,091
	<b>Lease Description:</b>	This is an extension of an existing lease to house the Financial Institutions Division.	
		<b>Term of Lease:</b>	08/01/2010 – 07/31/2015

**\*8. CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	LIBERA, INC.	OTHER: COLLEGE SAVINGS ADMINISTRATION FUND	\$229,020	
		<b>Contract Description:</b> This is a new contract to replace the current prepaid tuition contract management system to achieve cost savings and greater flexibility for program. Term of Contract: 01/11/2011 - 01/11/2013      Consultant: NO      Contract # 11788				
2.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	COLEMAN, REBECCA DBA NORRIS ENVIRONMENTAL SOLUTIONS	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$20,000	
		<b>Contract Description:</b> This is a new contract to provide interior and exterior pest control services at various State Buildings, including plants and trees, on an as needed basis and at the request and approval of a Buildings and Grounds designee. Term of Contract: 01/11/2011 - 12/31/2014      Consultant: NO      Contract # 11734				
3.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	HANZLIK, MARK DBA NEVADA GLASS SERVICE	FEE: BUILDINGS & GROUNDS BUILDING RENTAL INCOME FEES	\$40,000	
		<b>Contract Description:</b> This is a new contract to provide repairs, replacement and new installation of glass and glazing products, to include glass storefronts and conventional doors and hardware and related components, on an as needed basis and upon the request and approval of a Buildings & Grounds designee for State buildings in Carson City and Reno. Term of Contract: 01/11/2011 - 12/31/2014      Consultant: NO      Contract # 11780				
4.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	HIGH DESERT PETROLEUM, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$23,539	
		<b>Contract Description:</b> This is a new contract to provide for the installation of a concrete curb, re-alignment of tank risers and ports and the replacement of the VEEDER-ROOT 250 leak detection system for the emergency power generator underground fuel storage tank (UST) at the Nevada Supreme Court Building. Term of Contract: Upon Approval - 08/31/2011      Consultant: NO      Contract # 11787				
5.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	THYSSENKRUPP ELEVATOR CORP	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$183,520	
		<b>Contract Description:</b> This is a new contract to provide inspections, repair and maintenance services of three Gearless Traction Machine Roomless Elevators at the Campos Building, Las Vegas, Nevada per the Scope of Work in RFP #1069; and elevator services for various State buildings in the Las Vegas area on an as needed basis and at the request and approval of a Buildings and Grounds designee. Term of Contract: 01/11/2011 - 12/31/2014      Consultant: NO      Contract # 11776				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
6.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS - MARLETTE LAKE WATER SYS-Non-Exec	CARSON CITY, CITY OF	OTHER: IN KIND TRANSFER OF ENGINEERING DESIGN 67% AND CARSON CITY CONTRIBUTION 33%	\$916,000	
	<b>Contract Description:</b>	This is a new cooperative agreement to coordinate funding for additional improvements to the Marlette Lake water system. In lieu of incurring debt service, Carson City will provide the State of Nevada with engineering services valued at \$616,000 and construction funds not to exceed \$300,000 (unless construction costs exceed \$2.8 million, then Carson City will be responsible for all construction costs in excess of \$2.5 million) in order to improve the Marlette Lake Water System, not to exceed \$916,000.				
		Term of Contract:	Upon Approval - 01/10/2014	Consultant: NO	Contract # 11767	
7.	101	COMMISSION ON TOURISM - NEVADA MAGAZINE	AUTOMATED RESOURCES GROUP, INC.	OTHER: EARNED REVENUE	\$22,680	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides on-line reader services, web hosting and data analysis and reporting services. This amendment extends the termination date from January 31, 2011 to December 31, 2013 and increases the maximum amount from \$6,000 to \$29,580 and changes the contractor name from Automated Resources Group Inc to iPacesetters, LLC.				
		Term of Contract:	02/01/2010 - 12/31/2013	Consultant: NO	Contract # 10633	
8.	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	KGA ARCHITECTURE	BONDS: GENERAL OBLIGATION BONDS	(\$71,800)	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides professional architectural/engineering services for the Florence McClure Women's Correctional Center - Lift Station, North Las Vegas, NV, SPWB Project No. 07-C03(B) & 07-C86(B), Contract No. 4647. This amendment decreases the maximum amount from \$82,500 to \$10,700 and reflects a reduced scope of work (deletion of the new lift station).				
		Term of Contract:	09/08/2009 - 06/30/2011	Consultant: NO	Contract # CONV6906	
9.	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	O'CONNOR CONSTRUCTION MANAGEMENT, INC.	BONDS: GENERAL OBLIGATION BONDS	(\$70,066)	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides extended project management for the Southern Desert Correctional Center Expansion, SPWB Project No. 07-C07A; Contract No. 3798. This amendment decreases the maximum amount from \$346,063 to \$275,997.50 and is a credit for unused extended project management services.				
		Term of Contract:	11/10/2008 - 06/30/2011	Consultant: NO	Contract # CONV5934	
10.	190	STATE PUBLIC WORKS BOARD - PRISON 05 CIP PROJECTS-Non-Exec	PURCELL KROB ELECTRICAL PROF	BONDS: GENERAL OBLIGATION BONDS	\$23,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide design services for the Northern Nevada Correctional Center Surveillance Cameras, Carson City, NV; SPWB Project No. 07-M48(A); Contract No. 5853.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11796	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
11.	190	STATE PUBLIC WORKS BOARD - 2005 MILITARY CIP PROJECTS - LVRC-Non-Exec	GANTHNER MELBY, LLC	BONDS: GENERAL OBLIGATION BONDS 41% FEDERAL 59%	\$13,894	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides professional architectural/engineering services for the Civil Support Teams/Weapons of Mass Destruction, Las Vegas Nevada, SPWB Project No. 07-C27; Contract No. 4505. This amendment increases the maximum amount from \$746,485 to \$760,379.25 and is for evaluation of test well results, design of geothermal well field and construction administration services for the geothermal well field.				
	<b>Term of Contract:</b>	07/14/2009 - 06/30/2011	<b>Consultant:</b> NO	<b>Contract #</b> CONV6563		
12.	190	STATE PUBLIC WORKS BOARD - STATEWIDE CIP PROJECTS-Non-Exec	JENSEN ENGINEERING, INC.	BONDS	(\$13,628)	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides professional architectural/engineering services to upgrade electrical power for the Stewart Campus 5KV Retrofit, Carson City, NV; SPWB Project No. 09-M04, Contract No. 4948. This amendment decreases the maximum amount from \$17,250 to \$3,622.50 because the project has been deferred pending bonding availability.				
	<b>Term of Contract:</b>	12/08/2009 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> 10075		
13.	190	STATE PUBLIC WORKS BOARD - STATEWIDE CIP PROJECTS-Non-Exec	LUMOS & ASSOCIATES	BONDS	(\$43,067)	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides professional architectural/engineering services for sedimentation remediations, Marlette Water System, Carson City, NV, SPWB Project No. 09-M05; Contract No. 5043. This amendment decreases the maximum amount from \$74,600 to \$31,532.86 and is credit for unused design, bidding and construction administration services due to funding issues.				
	<b>Term of Contract:</b>	03/09/2010 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> 10243		
14.	190	STATE PUBLIC WORKS BOARD - STATEWIDE CIP PROJECTS-Non-Exec	PURCELL KROB ELECTRICAL PROF	BONDS	(\$26,000)	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides professional architectural/engineering services for the Upgrade of the Blasdel Electrical Power Supply System, Carson City, NV, SPWB Project No. 09-M17, Contract No. 5405. This amendment decreases the maximum amount from \$40,000 to \$14,000 to credit back the construction documents, bidding and construction administration portions of the contract because the project has been put on hold.				
	<b>Term of Contract:</b>	07/13/2010 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> 11208		
15.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	PORTABLE X-RAY OF SOUTHERN NEVADA	GENERAL	\$25,000	
	<b>Contract Description:</b>	This is a new contract to provide mobile X-ray services to the Nevada State Veterans Home (NSVH).				
	<b>Term of Contract:</b>	02/01/2011 - 01/31/2013	<b>Consultant:</b> NO	<b>Contract #</b> 11755		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
16.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	SPECIAL EDUCATION DATA SERVICE	FEDERAL	\$250,000	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides enhancements to the Nevada Special Education Accountability and Reporting System including collection of data on Early Childhood Outcomes and Postsecondary Outcomes for students with disabilities. This amendment increases the maximum amount from \$753,760 to \$1,003,760 to expand additional components and capacity of this system.				
		Term of Contract:	05/13/2008 - 01/31/2011	Consultant: NO	Contract # CONV5718	
17.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - INDIGENT SUPPLEMENTAL ACCOUNT	NEVADA ASSOC OF COUNTY COMMSNR	FEE: COUNTY FEES	\$180,000	
	<b>Contract Description:</b>	This is a new interlocal agreement with the National Association of Counties (NACO) to provide program administration on behalf of the Board of Trustees on the Fund for Hospital Care for Indigent Persons. The duties include review and verification of hospital applications for reimbursement by the fund, to maintain a system of records for the Board and to design, and conduct programs of information and training for county units of government.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 11789	
18.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HP ENTERPRISE SERVICES, LLC	GENERAL 50% FEDERAL 50%	\$176,945,854	
	<b>Contract Description:</b>	This is a new contract to provide takeover and operations of the Medicaid Management Information System (MMIS) and to serve as fiscal agent to the Division of Health Care Financing and Policy (DHCFP).				
		Term of Contract:	Upon Approval - 06/30/2016	Consultant: NO	Contract # 11760	
19.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CANCER CONTROL REGISTRY	MACRO INTERNATIONAL, INC.	FEE: CANCER REGISTRY FEES 63% FEDERAL 37%	\$350,000	
	<b>Contract Description:</b>	This is an amendment to the original contract, which collects and records reportable cases of cancer occurring in Nevada. This amendment extends the termination date from June 29, 2011 to December 31, 2011, and increases the maximum amount from \$350,000 to \$700,000 to complete the second phase on the project.				
		Term of Contract:	02/09/2010 - 12/31/2011	Consultant: NO	Contract # 10327	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
20.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	BOARD OF REGENTS-UNR	OTHER: VENDOR COST SHARE 55% FEDERAL 45%	\$57,965		
		<b>Contract Description:</b>	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 # 11585		
21.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	FAMILY RESOURCE CENTERS	OTHER: VENDOR COST SHARE 54% FEDERAL 46%	\$62,727		
		<b>Contract Description:</b>	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:	04/01/2011 - 09/30/2011	Consultant: NO	Contract # 11616		
22.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	FOOD BANK OF NORTHERN NEVADA	OTHER: VENDOR COST SHARE 51% FEDERAL 49%	\$139,272		
		<b>Contract Description:</b>	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 # 11591		
23.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY PC	GENERAL	\$119,000	EXEMPT	
		<b>Contract Description:</b>	This is a new contract to prepare and submit required Medicare cost reports to Mutual of Omaha on behalf of Southern Nevada Adult Mental Health Services.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11762		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
24.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	JPE HEATHCARE STAFFING, INC.	GENERAL	\$2,000,000	PROFESSIONAL SERVICE
		<b>Contract Description:</b>	This is a new contract for locum tenens psychiatric care for the Rawson-Neal Psychiatric Hospital and outlying SNAMHS field clinics as needed.			
		Term of Contract:	Upon Approval - 10/31/2012	Consultant: NO	Contract # 11807	
25.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	LOCUMTENENS.COM	GENERAL	\$2,000,000	PROFESSIONAL SERVICE
		<b>Contract Description:</b>	This is a new contract to provide locum tenens services to Southern Nevada Adult Mental Health Services (SNAMHS).			
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 11761	
26.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	GLOBAL MEDICAL STAFFING, INC.	GENERAL	\$200,000	EXEMPT
		<b>Contract Description:</b>	This is an amendment to the original contract which provides locum tenens services. This amendment increases the maximum amount from \$250,000.00 to \$450,000.00, due to the vacancy rate of staff psychiatrists and the increase in consumers needing these services			
		Term of Contract:	10/14/2008 - 06/30/2012	Consultant: NO	Contract # CONV5940	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
27.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - FACILITY FOR THE MENTAL OFFENDER	EASY ROOTER	GENERAL	\$21,000	
		<b>Contract Description:</b>	This is an amendment to the original contract which provides emergency response services on a 24/7 basis (including weekends and holidays) to clear sewer line blockages, for which vendor must have heavy duty equipment available. This amendment increases the maximum amount from \$13,600.00 to \$34,600.00 by adding \$21,000.00 to the maximum authority for NNAMHS.			
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6506	
28.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL CLINICS	VALLEY MENTAL HEALTH, INC.	GENERAL 92% FEDERAL 8%	\$131,026	SOLE SOURCE
		<b>Contract Description:</b>	This contract is to provide contracted mental health services for Rural Services in the Wendover area, pursuant to Attachment A.			
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11488	
29.	440	DEPARTMENT OF CORRECTIONS - OFFENDERS' STORE FUND	EMBARQ	OTHER: REVENUE CONTRACT	\$7,200,000	
		<b>Contract Description:</b>	This is an amendment to the original contract, which provides telephone services for incarcerated inmates. This amendment extends the termination date from February 28, 2011 to February 28, 2014 and increases the estimated revenue amount from \$7,200,000 to \$14,400,000.			
		Term of Contract:	02/12/2008 - 02/28/2014	Consultant: NO	Contract # CONV5465	
30.	440	DEPARTMENT OF CORRECTIONS - NEVADA STATE PRISON	MEHRDAD MOGHIMI ENVIRONMENTAL ENGINEERING & MANAGEMENT PLLC	GENERAL	\$17,900	PROFESSIONAL SERVICE
		<b>Contract Description:</b>	This is a new contract to provide assistance to the Department of Corrections with renewing the Class II Air Quality Operating Permits for Lovelock Correctional Center, Ely State Prison and Nevada State Prison.			
		Term of Contract:	Upon Approval - 03/01/2011	Consultant: NO	Contract # 11772	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
31.	440	DEPARTMENT OF CORRECTIONS - CARLIN CONSERVATION CAMP	SPB UTILITY SERVICES, INC.	GENERAL	\$19,038	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides monitoring of the water and wastewater systems at various correctional facilities throughout the state. This amendment modifies the services and cost at Wells Conservation Camp due to new construction and increases the maximum amount from \$475,999.39 to \$495,037.33.				
		<b>Term of Contract:</b>	10/01/2008 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> CONV5694	
32.	610	GAMING CONTROL BOARD - INVESTIGATION FUND	DURKIN FORENSICS, INC.	OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID)	\$5,000,000	PROFESSIONAL SERVICE
	<b>Contract Description:</b>	This is a new contract to provide professional accounting services, data analysis, computer forensics, translating and interpreting services, and general background research for pre-licensing of individuals and corporations in various foreign jurisdictions.				
		<b>Term of Contract:</b>	Upon Approval - 11/30/2014	<b>Consultant:</b> NO	<b>Contract #</b> 11778	
33.	650	DEPARTMENT OF PUBLIC SAFETY - FIRE MARSHAL	HAZMAT IQ.COM, LLC	OTHER: TRANSFER FROM SERC AND NDEP	\$59,500	SOLE SOURCE
	<b>Contract Description:</b>	This is an amendment to the original contract which provides for hazardous materials incident response training. This amendment extends the termination date from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$36,000 to \$95,500 due to more agencies requesting this training.				
		<b>Term of Contract:</b>	10/13/2009 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> 10881	
34.	650	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	DATAWORKS PLUS, LLC	OTHER: COST ALLOCATION TO OTHER DIVISIONS	\$96,590	
	<b>Contract Description:</b>	This is an amendment to the original contract, which automated the processing of fingerprint submissions. This amendment extends the termination date from October 8, 2012 to June 30, 2013 and increases the maximum amount of the contract from \$191,739.19 to \$288,329.19 to purchase additional enhancement components and warranty.				
		<b>Term of Contract:</b>	10/27/2010 - 06/30/2013	<b>Consultant:</b> NO	<b>Contract #</b> 11704	
35.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP- Non-Exec	GARDNERVILLE RANCHOS GENERAL	BONDS: Q-1	\$18,750	
	<b>Contract Description:</b>	This is a new contract for the design engineering of an urban fishing pond within the Gardnerville Ranchos General Improvement District.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2011	<b>Consultant:</b> NO	<b>Contract #</b> 11626	
36.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	BOARD OF REGENTS-UNLV	FEDERAL	\$25,165	
	<b>Contract Description:</b>	This is a new contract for testing amphibians for the presence of a disease-causing fungus.				
		<b>Term of Contract:</b>	Upon Approval - 06/30/2012	<b>Consultant:</b> NO	<b>Contract #</b> 11769	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
37.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	PRAXAIR DISTRIBUTION, INC.	FEE: LICENSE FEES 25% FEDERAL 75%	\$150,000	
	<b>Contract Description:</b>	This is an amendment to the original contract for bulk liquid oxygen and leased tanks. This amendment extends the termination date from February 11, 2011 to February 11, 2014 and increases the maximum amount from \$150,000 to \$300,000.				
		Term of Contract:	02/12/2008 - 02/11/2014	Consultant: NO	Contract # CONV4998	
38.	702	DEPARTMENT OF WILDLIFE - HERITAGE-Non-Exec	JERSEY VALLEY CATTLE COMPANY, LLC	OTHER: HERITAGE TRUST ACCOUNT	\$18,000	
	<b>Contract Description:</b>	This is a new contract for predator control and monitoring in the Tobins, Stillwater, Fish Creek and Clan Alpine mountain ranges.				
		Term of Contract:	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11338	
39.	702	DEPARTMENT OF WILDLIFE - OBLIGATED RESERVE	NEVADA WATERFOWL ASSOCIATION	FEE: DUCK STAMPS 25% FEDERAL 75%	\$37,989	SOLE SOURCE
	<b>Contract Description:</b>	This is a new contract to study the demographic response to changing harvest rates for wood ducks in Lahontan Valley.				
		Term of Contract:	08/01/2010 - 06/30/2011	Consultant: NO	Contract # 11771	
40.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U. S. GEOLOGICAL SURVEY	OTHER: 32.31% PASS THROUGH FUNDS, 17.69% BASIN FUNDS 50% FEDERAL 50%	\$640,376	EXEMPT
	<b>Contract Description:</b>	This is a new cooperative agreement to provide a monitoring program of water resources in Southern and Eastern Nevada.				
		Term of Contract:	10/01/2010 - 09/30/2011	Consultant: NO	Contract # 11757	
41.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - AIR QUALITY	REDHORSE CORPORATION DBA REDHORSE TECHNICAL SERVICES	FEES	\$325,000	
	<b>Contract Description:</b>	This is a new contract to provide technical services to evaluate Prevention of Significant Deterioration (PSD) increment status at a number of triggered planning areas across Nevada.				
		Term of Contract:	Upon Approval - 01/31/2015	Consultant: NO	Contract # 11782	
42.	800	DEPARTMENT OF TRANSPORTATION	DEPT. OF PUBLIC SAFETY OFFICE OF TRAFFIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$1,800,000	
	<b>Contract Description:</b>	This is a new cooperative agreement to implement a new electronic crash reporting system currently used by DPS and NDOT.				
		Term of Contract:	Upon Approval - 12/31/2014	Consultant: NO	Contract # 11783	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
43.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION -REHABILITATION - SERVICES TO THE BLIND & VISUALLY IMPAIRED	SOUTHERN CALIFORNIA COLLEGE	GENERAL 21.3% FEDERAL 78.7%	\$137,035	
	<b>Contract Description:</b>	This is a new contract to provide for the establishment and operation of 3-day clinic sessions for professional eye care services to help and enable people with low vision, who may be helped by low vision aides and/or special training, to improve their ability to use their remaining vision so they can be independent and better able to meet the demands in an employment environment.				
	<b>Term of Contract:</b>	01/12/2011 - 12/31/2013	Consultant: NO	Contract # 11623		
44.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION -REHABILITATION - VOCATIONAL REHABILITATION	BOARD OF REGENTS-UNR	GENERAL 21.3% FEDERAL 78.7%	\$154,042	
	<b>Contract Description:</b>	This is a new contract to provide telephone surveys, longitudinal analysis and proposed project innovation to determine customer satisfaction with services provided by the division and to assess basic needs of individuals with disabilities who seek employment.				
	<b>Term of Contract:</b>	Upon Approval - 12/31/2014	Consultant: NO	Contract # 11728		
45.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$100,000	
	<b>Contract Description:</b>	This is a new interlocal agreement to provide funds authorized under the Workforce Investment Act (WIA) of 1998, CFR part 652 et al. Governor's Reserve funds for the purpose of aligning Nevada's workforce development initiatives as outlined in the Governor's Workforce Investment Board's strategic plan.				
	<b>Term of Contract:</b>	Upon Approval - 06/30/2011	Consultant: NO	Contract # 11781		
46.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION EMPLOYMENT SECURITY DIVISION All Budget Accounts	TIBERTI COMPANY, THE	OTHER: ALL DETR BUDGET ACCOUNTS	\$13,000	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides for repair and installation of fencing and gates at Department of Employment, Training and Rehabilitation facilities. This amendment increases the maximum amount from \$9,500 to \$22,500 due to increased incidents of vandalism.				
	<b>Term of Contract:</b>	01/29/2010 - 06/30/2011	Consultant: NO	Contract # 10426		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
47.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION EMPLOYMENT SECURITY DIVISION All Budget Accounts	XCEL MAINTENANCE SERVICES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$600,000	
	<b>Contract Description:</b>	This is a new contract is to provide janitorial services, including a day porter, at 2800 E. St. Louis Avenue, Las Vegas, NV.				
		Term of Contract:	Upon Approval - 12/31/2014	Consultant: NO	Contract # 11773	
48.	920	DEFERRED COMPENSATION COMMITTEE	MERCER CONSULTING	OTHER: ADMINISTRATION CHARGES	(\$10,000)	
	<b>Contract Description:</b>	Contractor will provide quarterly investment analysis and biannual compliance reviews for Program. Investment Consulting Previously Approved: \$360,000 max contract at \$410,000. Contractor will provide quarterly investment information and biannual compliance audits for Plan. Investment Consulting: \$350,000 max contract \$400,000.				
		Term of Contract:	01/01/2009 - 12/31/2011	Consultant: NO	Contract # 11133	

**\*9. MASTER SERVICE AGREEMENT**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 1.	MSA	VARIOUS STATE AGENCIES	LABORATORY CORPORATION OF AMERICA	OTHER: VARIOUS AGENCY FUNDS	\$975,001	
	<b>Contract Description:</b>	This is an amendment to the original contract, which provides laboratory tests for client stays at several mental health facilities. This amendment increases the maximum amount from \$24,999 to \$1,000,000.00 due to the large number of tests required and incorporates a revised cost proposal.				
		Term of Contract:	10/01/2010 - 09/30/2014	Consultant: NO	Contract # 11746	

**10. INFORMATION ITEMS**

**11. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS**

**\*12. 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](mailto: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.



**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 17, 2010  
To: Andrew Clinger, Director  
Department of Administration  
From: Susan Brown, Budget Analyst *SB*  
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 – MULTIPLE BUDGET ACCOUNTS

**REQUEST FOR FURLOUGH EXCEPTIONS**

Pursuant to Senate Bill 433, Section 5.2 (a) of the 2009 Legislative Session, the State Board of Examiners shall determine positions within the Executive Branch of State Government that cannot be subject to furlough leave. Section 8 provides \$4 million in General Fund over the biennium to cover furlough leave exceptions statewide.

The Department of Corrections requests exceptions for the months of January 2011 through March 31, 2011, for multiple positions necessary for public safety at a cost of approximately \$938,069 (the unobligated balance in the furlough account is \$1,018,755). This request includes all Correctional Officer and Senior Correctional Officer positions.

The Department was granted an exception for FY 2010 which expired June 30, 2010 and included all Correctional Officer and Senior Correctional Officer positions. The department had put forth a plan to close Nevada State Prison and open Units 7A & 7B at High Desert State Prison, to the Board of Prison Commissioners (Board) which was denied at its June 23, 2010 meeting. It was then suggested at the July 13, 2010 meeting of the board that the department submit a biennial plan to implement Senate Bill 433 to the August 2010 BOE.

A biennial plan to implement Senate Bill 433 was presented to the board at its August 11<sup>th</sup> 2009 meeting. The department had determined that this plan would significantly diminish security within the department and thus negatively impact public safety. Implementation of furloughs requires lockdowns, reductions in visitation and programs and closure of towers. The department indicated they were inadequately staffed to meet safety and security needs without incurring substantial levels of overtime if furlough exceptions were not reinstated.

Subsequently, the department submitted a request for exceptions to the board at its November 9, 2010 meeting and was approved \$625,174 for the months of November and December 2010.

Nature of the Request:

Pursuant to SB 433, Section 8 of the 2009 Legislative Session the department is requesting General Fund to cover the furlough exemption.

Recommendation:

Approve request

REVIEWED: <u>W</u>
ACTION ITEM: <u>ZA</u>



STATE OF NEVADA  
DEPARTMENT OF CORRECTIONS



Northern  
Administration  
P.O. Box 7011  
5500 Snyder Avenue  
Carson City, NV 89701  
Phone: (775) 887-3216

Southern  
Administration  
3955 W. Russell Road  
Las Vegas, NV 89118  
(702) 486-9991

Date: December 16, 2010

To: Andrew Clinger, Director  
Department of Administration

From: Howard Skolnik, Director  
Nevada Department of Corrections

Cc: Jeff Mohlenkamp, Deputy Director Support Services  
Greg Cox, Deputy Director Southern Operations  
Don Helling, Deputy Director Northern Operations

Subject: Furlough Exemption Request for Correctional Officers and Senior  
Correctional Officers

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The Department of Corrections is requesting that furlough exemptions for Correctional Officers and Senior Correctional Officers be continued from January 1, 2011 through March 31, 2011.

According to a Bureau of Justice Statistics report in 2005, the Nevada Department of Corrections had the second highest inmate to Correctional Officer ratio in the Nation. Our ratio of 7.4 inmates to 1 Correctional Officer is significantly higher than the western states average of 4.8 to 1 or the National average of 4.9 to 1.

Further, an audit by the Executive Branch Audit Division in September 2006 concluded that relief factor of 1.6 Correctional Officers for each seven day assigned post position should be increased to 1.825. This study was completed by evaluating other states.

These two independent sources both provide clear evidence that the Department is inadequately staffed to meet safety and security needs without incurring substantial levels of overtime. In fact, the Department has incurred overtime expenditures ranging from \$2.2 million to \$7.4 million over the last several years. It is important to note that all of these statistics do not take into account any furloughs of our Correctional Officers. When furloughs are factored in, the disparities become even larger.

It has long been recognized in the business of corrections that presence of correctional officers is an important element to deter violence amongst inmates and against staff. Furloughs of correctional officers will further reduce the number of staff available to ensure security needs of institutions are met. This will lead to an increase in overtime costs and also increase the risk of injury to inmates and staff. The Department strongly recommends this increased risk be avoided.

We understand that approximately \$1,018,755 remains unspent in the furlough exemption fund. The cost of implementing furloughs for the entire period of January 1, 2011 through June 30, 2011 is estimated at \$1,876,138. This request is for an additional 3 months of furlough exemptions, to cover the period of January 1, 2011 through March 31, 2011, at an estimated cost of \$938,069. The actual costs will likely be lower due to vacancies. Our staff has been asked to project full employment for the purposes of this request.

The Department respectfully requests that furlough exemptions for Correctional Officers be placed upon the January 2011 Board of Examiners meeting agenda.

Please do not hesitate to contact me if you need additional information or clarification.

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Howard Skolnik  
Director

**SCHEDULE OF BOARD OF EXAMINERS ACTIONS  
 SENATE BILL 433, SECTION 8, LEGISLATIVE 2009 SESSION  
 GENERAL FUND APPROPRIATION AVAILABLE FOR FURLOUGH DEFICIENCIES**

<b>Beginning Balance July 1, 2009</b>	<b>\$4,000,000</b>
<b>Actions taken by BOE July 14, 2009</b>	
Department of Corrections for month of July	\$355,081
<b>Actions taken by BOE August 11, 2009</b>	
Department of Corrections for months of August and September	\$630,172
<b>Actions taken by BOE September 8, 2009</b>	
No action taken	\$0
<b>Actions taken by BOE September 30, 2009</b>	
Department of Corrections for months of October and November	\$631,656
<b>Actions taken by BOE November 10, 2009</b>	
Department of Corrections for the months of December thru June 2010	2,203,660.08
	<b>Current Ending Balance</b> <u><b>\$179,432</b></u>
<b>Department of Corrections Actual Furlough Funds Request FY10</b>	<b>\$2,355,531</b>
<b>Actions taken by BOE November 9, 2010</b>	<b>\$625,714</b>
Department of Corrections for the months of November and December 2010	
	<b>Remaining Balance</b> <u><b>\$1,018,755</b></u>
<b>Actions Pending the January 2011 BOE</b>	<b>\$938,069</b>





**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: January 4, 2011  
To: Stephanie Day, Deputy Director  
Department of Administration  
From: Carla Watson, 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 MOTOR VEHICLES – DIRECTOR’S OFFICE**

**REQUEST FOR ALLOCATION FROM THE HIGHWAY CONTINGENCY FUND**

The Department of Motor Vehicles, Director’s Office, is requesting an allocation of Highway Funds from the Interim Finance Committee Contingency Fund in the amount of \$396,890 due to the projected shortfall of commission payments associated with kiosk transactions.

Nature of the Request:

The Director’s Office pays all commission payments associated with kiosk transactions. The number of customers utilizing the kiosks continues to grow causing increased expenditures. The projected shortage from January – March 2011 is expected to be approximately \$396,890. The remainder of the shortfall, which is projected to be \$630,036, will be requested in a supplemental.

Recommendation:

Recommend approval.

REVIEWED:                       
ACTION ITEM:

**Brian Sandoval**  
Governor



**Edgar Roberts**  
Director

555 Wright Way  
Carson City, Nevada 89711-0900  
Telephone (775) 684-4368  
www.dmvnv.com

January 3, 2011

TO: Carla Watson  
Budget Analyst V

FROM: Cyndie Munoz  
Budget Analyst III

SUBJECT: Work Program C20290 – FY11  
B/A 4744 – Director's Office

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Attached is work program C20290 requesting a transfer from the Highway Contingency Fund to cover higher than budgeted costs for CAT 14 – Kiosks for January through March 2011.

Budget Account 4744 – Director's Office pays all commission payments associated with kiosk transactions. The number of customers utilizing the kiosks continues to grow causing increased expenditures. The projected shortage from January – March 2011 is expected to be approximately \$396,890.

In accordance with the requirement to access contingency fund money, we request this package be presented to the Board of Examiners on February 3, 2011.

If you have any questions regarding this work program, please let me know.

cc: Deb Cook, Administrator, Administrative Services

DEPARTMENT OF MOTOR VEHICLES  
 KIOSKS  
 DECLINING BALANCE  
 FISCAL YEAR 2011

FUND: 201  
 BUDGET: 4744 - DIRECTOR'S OFFICE

CAT 14 Reconciled as of: 12/23/10

ALERT FIELD	INVOICE DATE / PERIOD	GL	GL DESCRIPTI ON	AUTHORITY	EXPENDED	PENDING	PROJECTED	REMAINING BALANCE
		7060	Contracts	\$1,219,110				
Base			ITI					
	July		ITI		\$197,875.89	\$0.00	\$0.00	\$1,021,234.11
	Aug		ITI		\$194,102.23	\$0.00	\$0.00	\$827,131.88
	Sep		ITI		\$182,477.57	\$0.00	\$0.00	\$644,654.31
	Oct		ITI		\$161,209.76	\$0.00	\$0.00	\$483,444.55
	Nov		ITI		\$158,014.99	\$0.00	\$0.00	\$325,429.56
	Dec				\$0.00	\$0.00	\$142,985.27	\$182,444.29
	Jan				\$0.00	\$0.00	\$171,828.37	\$10,615.92
	Feb				\$0.00	\$0.00	\$192,662.07	(\$182,368.16)
	Mar				\$0.00	\$0.00	\$214,523.95	(\$396,890.10)
	Apr				\$0.00	\$0.00	\$208,258.28	(\$605,148.38)
	May				\$0.00	\$0.00	\$205,635.35	(\$810,783.73)
	Jun				\$0.00	\$0.00	\$216,142.23	(\$1,026,925.96)
					\$893,680.44	\$0.00	\$1,352,355.52	(\$1,026,925.96)
	TOTALS:			\$1,219,110.00	\$893,680.44	\$0.00	\$1,352,355.52	(\$1,026,925.96)
								\$1,026,925.96



**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: January 4, 2011  
To: Andrew Clinger, Clerk  
Board of Examiners  
From: Kristen Kolbe, Budget Analyst  
Budget and Planning Division  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF BUSINESS & INDUSTRY – DIRECTOR'S OFFICE**

Pursuant to NRS 353.268, the Department of Business and Industry is requesting an allocation of \$19,668 from the IFC Contingency Fund to support the relocation of the Director's Office.

Nature of the Request

Due to the need for the Director's Office to relocate from the Bryan Building to a non-state owned building, the agency seeks an allocation by the Interim Finance Committee from the Contingency Fund. The relocation is prompted by consolidations and mergers of agencies.

Recommendation

The Department recommends approving the request.

REVIEWED: JEL  
ACTION ITEM: 4A

**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)



**DEPARTMENT OF ADMINISTRATION**

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

Date: December 10, 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 BUSINESS & INDUSTRY – OCCUPATIONAL SAFETY & HEALTH  
ENFORCEMENT

Description of item

Nature of the Request

The division seeks approval to purchase a replacement vehicle to transport boiler/elevator inspectors and compliance safety & health officers with equipment to inspection and investigation sites pursuant to NRS 334.010.

Recommendation

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

REVIEWED: _____
ACTION ITEM: <u>5</u> _____

**Kristen L. Kolbe**

---

**From:** Keith Wells  
**Sent:** Friday, December 10, 2010 12:11 PM  
**To:** Kristen L. Kolbe  
**Subject:** RE: Vehicle Replacement for DIR

Ok, looks fine.

Keith Wells  
Administrator  
State of Nevada  
Department of Administration  
Motor Pool Division  
Phone: (775).684.1883  
Fax: (775).684.1888  
E-Mail: [kdwells@motorpool.nv.gov](mailto:kdwells@motorpool.nv.gov)  
[www.motorpool.nv.gov](http://www.motorpool.nv.gov)

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CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it are intended solely for the use of the individual or entity to whom they are addressed and may contain confidential and privileged information protected by law. If you received this e-mail in error, any review, use, dissemination, distribution, or copying of the e-mail is strictly prohibited. Please notify the sender immediately by return e-mail and delete all copies from your system.

**From:** Kristen L. Kolbe  
**Sent:** Friday, December 10, 2010 11:42 AM  
**To:** Keith Wells  
**Subject:** Vehicle Replacement for DIR

Keith -

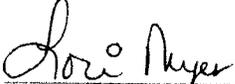
Please find attached a request from the Division of Industrial Relations to purchase a replacement vehicle. The vehicle will be used by OHSa staff to transport boiler/elevator inspectors and compliance safety & health officers with equipment to inspection and investigation sites.

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](mailto:klkolbe@budget.state.nv.us)

The Governor's Recommended budget remains confidential per statute until published on January 24. Communications for the Adjusted Base budget (B000, M100, and M150) must be shared among the agencies. Executive Budget Office, and the Legislative Counsel Bureau. The enhancement decision units of the Governor's Recommended budget are not part of the

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

Agency Name: DBI / DIR / NVOSHA		Budget Account #: 4682
Contact Name: RESTY MALICDEM		Telephone Number: 702 486-9045
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>\$23,992.00</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>FULL SIZE SEDAN</u>		
Mission of the requested vehicle(s):		
<u>To transport Boiler/Elevator Inspectors or Compliance Safety &amp; Health Officers to inspections/investigation locations.</u>		
Were funds legislatively approved for the request?		If yes, please provide the decision unit number:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>E710-8360</u>
		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):		
<input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> <u>1</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>No. Vehicle is full size and exempt from SAM 1308, item 5.</u>		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.
<u>Current Vehicle Information:</u>		<u>No. Vehicle being replaced was involved in an accident and was totaled.</u>
Vehicle #1 Model Year: <u>2008</u>		
Odometer Reading: <u>39,678</u>		
Type of Vehicle: <u>Chevrolet impala</u>		
Vehicle #2 Model Year:		
Odometer Reading:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Type of Vehicle:		
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
		<u>Admin Svc Officer</u>
Agency Appointing Authority	Title	Date
		<u>12-10-10</u>
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
Board of Examiners		Date

STANDARD PAGE ~ BID #7662 FLEET VEHICLES ~ UPDATED 2010-0716

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number: <small>(i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)</small>		1.1.B, SEDAN, FULL SIZE, 4DR, 5-6PASS, AWD	
Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE:		Base Price for RENO/CARSON CITY	Base Price for LAS VEGAS
2011 FORD TAURUS (P2H_AWD)		\$ 23692	\$ 23992
State vehicle miles per gallon (MPG): 17 CITY - 25 HWY			
State manufactures warranty: 3 YRS/36000 MILES			
Specify alternate fuel engine size and emission rating: 3.5L V6 DURATEC			
Includes Minimum Standard Equipment Listed: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:			
Exterior Color: List available colors: (CC=CLEARCOAT; CC/M=CLEARCOAT/METALLIC)			
CINNAMON CC/M	HT	STEEL BLUE CC/M	UN
TUXEDO BLACK CC/M	UH	INGOT SILVER CC/M	UX
STEEL BLUE CC/M	UN	WHITE SUEDE CC	WS
Seats, Cloth: List available colors:			
GREY (SE / SEL)		BLACK (SEL ONLY)	
GVW: NA#		WHEELBASE: 113"	
(When Applicable)		(When Applicable)	



## OPTION PACKAGE PAGE ~ BID #7662 FLEET VEHICLES

(Use separate page for each package)

DEALER NAME: JONES-WEST FORD, RENO, NEVADA (BILL FLETCHER/775-829-3207)

Specify State's Vehicle Item Number:

1.1 B, SEDAN, FULL SIZE, 4DR, 5-6PASS, AWD

(i.e. 1.1 Sedan; Full size; 4 door; 6 passenger)

DEDUCT AMOUNT

		DEDUCT AMOUNT
ABS Brake System	\$ INCL.	\$-
Air Conditioning	\$ INCL.	\$-
Cruise Control	\$ INCL.	\$-
Diesel Engine	\$ NA	\$-
Engine Block Heater	\$ 30	\$-
Four Wheel Drive (4x4)	\$ INCL.	\$-
Heavy Duty Alternator (140A)	\$ NA	\$-
Hitch Receiver	\$ NA	\$-
Integrated Trailer Brake (3/4 ton only)	\$ NA	\$-
Keyless Entry w/Fob (must have power door locks)	\$ INCL.	\$-
Limited Slip Differential	\$ NA	\$-
Paint, Metallic	\$ OPTIONAL N/C	\$-
Power Mirrors	\$ INCL.	\$-
Power Locks	\$ INCL.	\$-
Power Seats (DRIVER'S SIDE ONLY)	\$ INCL.	\$-
Power Windows	\$ INCL.	\$-
Radio; AM/FM Stereo, Cassette Player	\$ NA	\$-
Radio; AM/FM Stereo, Cassette Player, CD	\$ INCL.	\$-
Rear Window Wiper	\$ NA	\$-
Seats, Vinyl	\$ NA	
Vinyl Colors:		
Skid Plate	\$ NA	\$-
Tilt Steering	\$ INCL.	\$-
Tire, Spare, Full Size	\$ NA	\$-
Trailer Tow Mirrors	\$ NA	\$-
Trailer Tow Package	\$ NA	\$-
Other:		
DAYTIME RUNNING LAMPS	\$ 44	\$-
ALL WEATHER FLOOR MATS	\$ 65	\$-
CARGO ORGANIZER	\$ 139	\$-
REMOTE START (SEL ONLY)	\$ 344	\$-
	\$	\$-

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 300 per unit ~~mile~~.

**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)

**STATEWIDE LEASE INFORMATION**

1. Agency: Department of Business and Industry  
 Financial Institutions Division  
 901 S. Stewart Street  
 Carson City, Nevada 89701  
 contact: *George Duns* 75-687-4280 x 305; Fax: 775-687-4868

2. Name of Lessor: WA DESERT INN 1, LLC., WA DESERT INN 2, LLC., WA DESERT INN 3, LLC., WA DESERT INN 4, LLC., WA DESERT INN 5, LLC., WA DESERT INN 6, LLC., WA DESERT INN 7, LLC., WA DESERT INN 8, LLC., WA DESERT INN 9, LLC., WA DESERT INN 10, LLC., WA DESERT INN 11, LLC., WA DESERT INN 12, LLC., WA DESERT INN 13, LLC., WA DESERT INN 14, LLC., WA DESERT INN 15, LLC., WA DESERT INN 16, LLC., WA DESERT INN 17, LLC., WA DESERT INN 18, LLC., WA DESERT INN 19, LLC., WA DESERT INN 20, LLC., WA DESERT INN 21, LLC., WA DESERT INN 22, LLC., WA DESERT INN 23, LLC., WA DESERT INN 24, LLC., WA DESERT INN 25, LLC., WA DESERT INN 26, LLC., WA DESERT INN 27, LLC., WA DESERT INN 28, LLC.,  
 Property Management contact: CB Richard Ellis, Maria Derba (702) 369-4800 Fax: (702) 369-4869  
 Leasing contact: Kimmen Olsen (702) 491-6766; Fax: (702) 951-5446

3. Address of Lessor: CB Richard Ellis  
 As Court Appointed Receiver for WA Desert Inn LLC  
 3993 Howard Hughes Parkway, Suite 700  
 Las Vegas, Nevada 89169

4. Address of Lease property: 2785 E. Desert Inn Road, Suite 180  
 Las Vegas, Nevada 89121

a. Square Footage: 4,978

b. Cost:	cost per month	# of months in time	Cost per Year	time frame	
sf office space	\$0.00	1	\$0.00	August 1, 2010 - August 31, 2010	\$0.000
	\$7,715.90	11	\$84,874.90	September 1, 2010 - July 31, 2011	\$1.550
	\$0.00	1	\$0.00	August 1, 2011 - August 31, 2011	\$0.000
	\$7,715.90	11	\$84,874.90	September 1, 2011 - July 31, 2012	\$1.550
	\$0.00	1	\$0.00	August 1, 2012 - August 31, 2012	\$0.000
	\$7,715.90	11	\$84,874.90	September 1, 2012 - July 31, 2013	\$1.550
	\$0.00	1	\$0.00	August 1, 2013 - August 31, 2013	\$0.000
	\$7,715.90	11	\$84,874.90	September 1, 2013 - July 31, 2014	\$1.550
	\$7,715.90	12	\$92,590.80	August 1, 2014 - July 31, 2015	\$1.550
c. Total Lease Consideration:		60	\$432,090.40		

d. Rental Adjustments: None  
 e. Term: 5 Years  
 f. Option to renew: Yes  
 g. Utilities: Lessor  
 h. Janitorial: Lessor  
 i. Major repairs: Lessor  
 j. Minor repairs: Lessor  
 k. Taxes: Lessor  
 l. Comparable costs: \$1.55 - \$1.79  
 m. Specific termination clause in lease: Breach/Default lack of funding  
 n. Lease will be paid for by Agency Budget Account Number: 3835

5. Purpose of the lease: To house the Financial Institutions Division

6. This lease constitutes:  An extension of an existing lease  
 An addition to current facilities (requires a remark)  
 A relocation (requires a remark)

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

Remarks: LANDLORD VOLUNTARY LEASE RESTRUCTURE. A savings of \$42,213.447 for FY 2011.

**RECEIVED**  
 DEC 09 2010  
 DEPARTMENT OF ADMINISTRATION  
 OFFICE OF THE DIRECTOR  
 BUDGET AND PLANNING DIVISION

*[Handwritten Signature]* #1



### 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: **11788**

Agency Name: <b>HIGHER EDUCATION TUITION</b>	Legal Entity Name: <b>Libera, Inc.</b>
Agency Code: <b>052</b>	Contractor Name: <b>Libera, Inc.</b>
Appropriation Unit: <b>1081-26</b>	Address: <b>509 Buffalo St. Extension</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Jamestown, NY 14701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Al Cecchini 716-665-2800</b>
	Vendor No.: <b>Filed-Pendg</b>
	NV Business ID: <b>NV20101865808</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2011-2013</b>

What is the source of funds that 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 %	<b>X</b> Other funding	<b>100.00 % College Savings Administration Fund</b>

Agency Reference #: 1871

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/11/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/11/2013**

Contract term: **2 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Prepaid Tuition CMS**

5. Purpose of contract:

**This is a new contract to replace the current prepaid tuition contract management system to achieve cost savings and greater flexibility for program.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$229,020.00**

Payment for services will be made at the rate of \$229,020.00 per life of contract

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The current system cannot be supported by agency staff and has annual fees that meet or exceed \$60,000 for licensing for the Banner system which was developed in the late 1990s and is inadequate to provide on-line web access for customers, nor integration to the State's Advantage accounting system.

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

Insufficient resources available create and support the system.

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Using the standard ranking system used by Purchasing, the evaluation committee ranked the bids accordingly and Libera received the most points overall.

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 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	smart9	12/08/2010 12:00:42 PM
Division Approval	smart9	12/08/2010 12:00:47 PM
Department Approval	smart9	12/08/2010 12:00:51 PM
Contract Manager Approval	smart9	12/08/2010 12:00:54 PM
DoIT Approval	csweeney	12/08/2010 16:21:46 PM
Budget Analyst Approval	cglover	12/16/2010 11:11:25 AM
Team Lead Approval	jteska	12/22/2010 13:52:10 PM
BOE Agenda Approval	jteska	12/22/2010 13:52:16 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **11734**

Agency Name: <b>BUILDINGS AND GROUNDS DIVISION</b> Agency Code: <b>082</b> Appropriation Unit: <b>1349-12</b> Is budget authority available?: <b>Yes</b> If "No" please explain: Not Applicable	Legal Entity Name: <b>COLEMAN, REBECCA DBA NORRIS ENVIRONMENTAL SOLUTIONS</b> Contractor Name: <b>COLEMAN, REBECCA DBA NORRIS ENVIRONMENTAL SOLUTIONS</b> Address: <b>3670 Pershing Lane</b> City/State/Zip: <b>WASHOE VALLEY, NV 89704-9132</b> Contact/Phone: null775/331-5545 Vendor No.: T29025026 NV Business ID: NV20101085425
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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 %	<b>X</b>	Fees	<b>100.00 % Buildings &amp; Grounds building rent income fees</b>
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 **01/11/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2014**

Contract term: **3 years and 355 days**

4. Type of contract: **Contract**

Contract description: **Pest control**

5. Purpose of contract:

**This is a new contract to provide interior and exterior pest control services at various State Buildings, including plants and trees, 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: **\$20,000.00**

Other basis for payment: \$110.00 per regular hour; \$165.00 per overtime hour; \$200.00 per hour Holidays; regular hours are Monday-Friday 5:00 am to 2:00 pm and Saturday and Sunday 2:00 am to 11:00 am; overtime rate is applicable when contractor exceeds an 8 hour day; parts and materials are at contractor's cost plus 15%.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The need to keep State buildings and surrounding area safe and sanitary.

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 Pest Control 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 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	kaplin	12/07/2010 11:46:17 AM
Division Approval	cedward2	12/07/2010 16:48:13 PM
Department Approval	cedward2	12/07/2010 16:48:16 PM
Contract Manager Approval	rday0	12/16/2010 08:49:00 AM
Budget Analyst Approval	jborrowm	12/16/2010 10:56:18 AM
Team Lead Approval	jteska	12/22/2010 12:57:51 PM
BOE Agenda Approval	jteska	12/22/2010 12:57:57 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **11780**

Agency Name:	<b>BUILDINGS AND GROUNDS DIVISION</b>	Legal Entity Name:	<b>HANZLIK, MARK DBA NEVADA GLASS SERVICE</b>
Agency Code:	<b>082</b>	Contractor Name:	<b>HANZLIK, MARK DBA NEVADA GLASS SERVICE</b>
Appropriation Unit:	<b>1349-12</b>	Address:	<b>467 HOT SPRINGS RD</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>CARSON CITY, NV 89706</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775/882-3674
		Vendor No.:	T27013521A
		NV Business ID:	NV20101128428

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 %	<b>X</b> Fees	<b>100.00 % Buildings &amp; Grounds building rental income fees</b>
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 **01/11/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2014**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Glass service**

5. Purpose of contract:

**This is a new contract to provide repairs, replacement and new installation of glass and glazing products, to include glass storefronts and conventional doors and hardware and related components, on an as needed basis and upon the request and approval of a Buildings & Grounds designee for State buildings in Carson City and Reno.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,000.00**

Other basis for payment: will bid on a per job basis

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Replacement of glass and glass doors on State buildings is necessary for safety reasons and security of the buildings.

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

Lack of expertise and equipment.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple glass and glazing 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: 10/15/2010 Anticipated re-bid date: 10/15/2014

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:

2010, Museum and History, service satisfactory

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cedward2	12/08/2010 19:08:54 PM
Division Approval	cedward2	12/08/2010 19:08:57 PM
Department Approval	cedward2	12/08/2010 19:09:00 PM
Contract Manager Approval	rday0	12/09/2010 07:56:34 AM
Budget Analyst Approval	jborrowm	12/13/2010 15:05:25 PM
Team Lead Approval	jteska	12/22/2010 11:27:12 AM
BOE Agenda Approval	jteska	12/22/2010 11:27:16 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: **11787**

Agency Name: <b>BUILDINGS AND GROUNDS DIVISION</b>	Legal Entity Name: High Desert Petroleum, Inc.
Agency Code: <b>082</b>	Contractor Name: <b>High Desert Petroleum, Inc.</b>
Appropriation Unit: <b>1349-14</b>	Address: <b>1105 Sharp Circle</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>North Las Vegas, NV 89030</b>
If "No" please explain: Not Applicable	Contact/Phone: null702-382-1506
	Vendor No.:
	NV Business ID: NV19991320324
To what State Fiscal Year(s) will the contract be charged? <b>2011-2012</b>	
What is the source of funds that 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 %	<b>X Fees 100.00 % Buildings &amp; Grounds building rent income fees</b>
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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **08/31/2011**

Contract term: **241 days**

4. Type of contract: **Contract**

Contract description: **Concrete-install**

5. Purpose of contract:

**This is a new contract to provide for the installation of a concrete curb, re-alignment of tank risers and ports and the replacement of the VEEDER-ROOT 250 leak detection system for the emergency power generator underground fuel storage tank (UST) at the Nevada Supreme Court Building.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,539.00**

Payment for services will be made at the rate of \$23,539.00 per project bid

#### II. JUSTIFICATION

7. What conditions require that this work be done?

The existing leak detection system is not functioning properly and is a safety issue.

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

Lack of expertise and equipment.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

High Desert Petroleum, Inc. is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre-qualified bidder and, as such, allows the Division to accept one bid as long as it is under \$25,000.00.

d. Last bid date: 11/11/2010 Anticipated re-bid date: 11/11/2010

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	12/09/2010 16:03:25 PM
Division Approval	cedward2	12/09/2010 16:15:06 PM
Department Approval	cedward2	12/09/2010 16:15:08 PM
Contract Manager Approval	tgreenp	12/09/2010 16:16:57 PM
Budget Analyst Approval	jborrowm	12/13/2010 15:06:49 PM
Team Lead Approval	jteska	12/22/2010 11:24:39 AM
BOE Agenda Approval	jteska	12/22/2010 11:24:43 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: **11776**

Agency Name: <b>BUILDINGS AND GROUNDS DIVISION</b>	Legal Entity Name: <b>THYSSENKRUPP ELEVATOR CORP.</b>
Agency Code: <b>082</b>	Contractor Name: <b>THYSSENKRUPP ELEVATOR CORP.</b>
Appropriation Unit: <b>1349-12</b>	Address: <b>4145 ALI BABA LN</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89118</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null702/262-6775</b>
	Vendor No.: <b>T80943796</b>
	NV Business ID: <b>NV19841018200</b>

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 %	<b>X</b>	Fees	<b>100.00 % Buildings &amp; Grounds building rent income fees</b>
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 **01/11/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2014**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Elevator service**

5. Purpose of contract:

**This is a new contract to provide inspections, repair and maintenance services of three Gearless Traction Machine Roomless Elevators at the Campos Building, Las Vegas, Nevada per the Scope of Work in RFP #1069; and elevator services for various State buildings in the Las Vegas area 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: **\$183,520.00**

Other basis for payment: See Schedule 1 to this Contract Summary

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Elevators must be maintained to comply with Federal, State and Local Codes.**

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? **No**

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was the only contractor to respond to RFP #1069. After evaluation of the proposal and numerous negotiations with Buildings and Grounds contract staff, contract was awarded to this contractor.

d. Last bid date: 10/08/2010 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:

2003-2007, Buildings and 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	cedward2	12/08/2010 19:01:29 PM
Division Approval	cedward2	12/08/2010 19:01:33 PM
Department Approval	cedward2	12/08/2010 19:01:36 PM
Contract Manager Approval	rday0	12/09/2010 07:57:22 AM
Budget Analyst Approval	jborrowm	12/13/2010 08:38:12 AM
Team Lead Approval	jteska	12/22/2010 13:30:52 PM
BOE Agenda Approval	jteska	12/22/2010 13:30:57 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **11767**

Agency Name: <b>BUILDINGS AND GROUNDS DIVISION</b>	Legal Entity Name: <b>CARSON CITY, CITY OF</b>
Agency Code: <b>082</b>	Contractor Name: <b>CARSON CITY, CITY OF</b>
Appropriation Unit: <b>1351-10</b>	Address: <b>201 N CARSON ST STE 2</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89701</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/887-2092</b>
	Vendor No.: <b>T80990941</b>
	NV Business ID: <b>Governmental Entity</b>

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 %	<b>X</b> Other funding	<b>100.00 % in kind transfer of engineering design 67% and Carson City contribution 33%</b>

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: **01/10/2014**Contract term: **3 years and 10 days**4. Type of contract: **Cooperative Agreement**Contract description: **Marlette Water Syste**

5. Purpose of contract:

**This is a new cooperative agreement to coordinate funding for additional improvements to the Marlette Lake water system. In lieu of incurring debt service, Carson City will provide the State of Nevada with engineering services valued at \$616,000 and construction funds not to exceed \$300,000 (unless construction costs exceed \$2.8 million, then Carson City will be responsible for all construction costs in excess of \$2.5 million) in order to improve the Marlette Lake Water System, not to exceed \$916,000.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$916,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Marlette Water System is in need of upgrading and replacing a segment of the 18 inch waterline, flow meter, control valves and installation of a larger capacity tank to insure water flow and safety of water

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? **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 cooperative agreement with Carson City.

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	cedward2	12/08/2010 19:45:20 PM
Division Approval	cedward2	12/08/2010 19:46:24 PM
Department Approval	cedward2	12/08/2010 19:46:31 PM
Contract Manager Approval	rday0	12/16/2010 08:49:21 AM
Budget Analyst Approval	jborrowm	12/16/2010 10:55:42 AM
Team Lead Approval	jteska	12/22/2010 13:16:15 PM
BOE Agenda Approval	jteska	12/22/2010 13:16:19 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: **10633** Amendment Number: **1**

Agency Name: **COMMISSION ON TOURISM** Legal Entity Name: **Automated Resources Group, Inc.**

Agency Code: **101** Contractor Name: **Automated Resources Group, Inc.**

Appropriation Unit: **1530-12** Address: **135 Chestnut Ridge Rd**

Is budget authority available?: **Yes** City/State/Zip: **Montvale, NJ 07645**

If "No" please explain: **Not Applicable** Contact/Phone: **Yliana Mirabal 201-391-1500**

Vendor No.: **T27016622**

NV Business ID: **pending**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Earned Revenue</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **01/31/2011**

Contract term: **3 years and 334 days**

4. Type of contract: **Contract**

Contract description: **Reader Service**

5. Purpose of contract:

**This is an amendment to the original contract, which provides on-line reader services, web hosting and data analysis and reporting services. This amendment extends the termination date from January 31, 2011 to December 31, 2013 and increases the maximum amount from \$6,000 to \$29,580 and changes the contractor name from Automated Resources Group Inc to iPacesetters, LLC.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$6,900.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$22,680.00
4. New maximum contract amount:	\$29,580.00
and/or the termination date of the original contract has changed to:	12/31/2013

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Created under NRS 231.160 Nevada Magazine publishes a magazine that contains materials which educate the general public about the state and thereby fosters awareness and appreciation of Nevada's heritage, culture, historical monuments, natural wonders, and natural resources.

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

Nevada magazine is not staffed to handle the reader service processing. Additionally, Nevada Magazine does not have the software for staff expertise needed to provide the desired functionality of the site.

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?

Low bidder

d. Last bid date: 12/28/2009 Anticipated re-bid date: 12/31/2013

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

4/25/2006 to 11/30/2009  
Nevada Magazine  
Excellent 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:

LLC

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**THIS VENDOR IS IN THE PROCESS OF SECURING A NEVADA STATE BUSINESS LICENSE. APPROVAL OF THIS CONTRACT IS CONTINGENT UPON THE VENDOR SECURING A NEVADA STATE BUSINESS LICENSE AND BEING IN GOOD STANDING IN ALL AREAS OF THE SECRETARY OF STATE'S BUSINESS REQUIREMENTS.**

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pstefono	12/08/2010 10:42:25 AM
Division Approval	pstefono	12/08/2010 10:42:27 AM
Department Approval	pstefono	12/08/2010 10:42:31 AM
Contract Manager Approval	pstefono	12/08/2010 10:42:33 AM

Budget Analyst Approval  
Team Lead Approval  
BOE Agenda Approval

jrodrig9  
cwatson  
cwatson

12/19/2010 10:57:27 AM  
12/20/2010 14:31:24 PM  
12/20/2010 14:31:28 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: <b>CONV6906</b>	Amendment Number: <b>1</b>
Agency Name: <b>PUBLIC WORKS BOARD</b>	Legal Entity Name: <b>KGA Architecture</b>
Agency Code: <b>190</b>	Contractor Name: <b>KGA Architecture</b>
Appropriation Unit: <b>1565-39</b>	Address: <b>4495 South Polaris Avenue</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89103</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null7023676900</b>
	Vendor No.: <b>T80931708</b>
	NV Business ID: <b>NV20021168466</b>

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 %	<b>X</b> Bonds	<b>100.00 % General Obligation Bonds</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **4647**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2009**

Anticipated BOE meeting date **01/2011**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **1 year and 295 days**

4. Type of contract: **Contract**

Contract description: **Architectural Professional Design Services**

5. Purpose of contract:

**This is an amendment to the original contract, which provides professional architectural/engineering services for the Florence McClure Women's Correctional Center - Lift Station, North Las Vegas, NV, SPWB Project No. 07-C03(B) & 07-C86(B), Contract No. 4647. This amendment decreases the maximum amount from \$82,500 to \$10,700 and reflects a reduced scope of work (deletion of the new lift station).**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$82,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$71,800.00
4. New maximum contract amount:	\$10,700.00

**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?

Demonstrated the required expertise for work on this project. Currently under contract for this work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/03/2010 11:42:04 AM
Division Approval	dgrimm	12/03/2010 11:42:08 AM
Department Approval	dgrimm	12/03/2010 11:42:14 AM
Contract Manager Approval	dgrimm	12/09/2010 16:02:06 PM
Budget Analyst Approval	jrodrig9	12/15/2010 16:26:15 PM
Team Lead Approval	cwatson	12/17/2010 14:40:16 PM
BOE Agenda Approval	cwatson	12/17/2010 14:40:20 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: **CONV5934** Amendment Number: **1**

Agency Name: **PUBLIC WORKS BOARD** Legal Entity Name: **O'Connor Construction Management, Inc.**

Agency Code: **190** Contractor Name: **O'Connor Construction Management, Inc.**

Appropriation Unit: **1565-43** Address: **2821 W Horizon Ridge Parkway**

Is budget authority available?: **Yes** City/State/Zip: **Henderson, NV 89052**

If "No" please explain: **Not Applicable** Contact/Phone: **null7028966926**

Vendor No.: **T29009786**

NV Business ID: **NV19961073455**

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 %	<b>X</b> Bonds	<b>100.00 % General Obligation Bonds</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **3798**

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 **01/2011**

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: **Professional Services**

5. Purpose of contract:

**This is an amendment to the original contract, which provides extended project management for the Southern Desert Correctional Center Expansion, SPWB Project No. 07-C07A; Contract No. 3798. This amendment decreases the maximum amount from \$346,063 to \$275,997.50 and is a credit for unused extended project management services.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$346,063.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$70,065.50
4. New maximum contract amount:	\$275,997.50

**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?

Demonstrated the required expertise for work on this project. Currently under contract for this work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/08/2010 14:23:51 PM
Division Approval	dgrimm	12/08/2010 14:23:55 PM
Department Approval	dgrimm	12/08/2010 14:23:58 PM
Contract Manager Approval	dgrimm	12/09/2010 16:00:37 PM
Budget Analyst Approval	jrodrig9	12/15/2010 17:54:10 PM
Team Lead Approval	cwatson	12/17/2010 14:59:15 PM
BOE Agenda Approval	cwatson	12/17/2010 14:59:19 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: **11796**Agency Name: **PUBLIC WORKS BOARD**Agency Code: **190**Appropriation Unit: **1565-66**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **PURCELL KROB ELECTRICAL PROF**Contractor Name: **PURCELL KROB ELECTRICAL PROF**Address: **PK ELECTRICAL INC  
681 SIERRA ROSE DR STE B**City/State/Zip: **RENO, NV 89511**Contact/Phone: **null775/826-9010**Vendor No.: **T81016802**NV Business ID: **NV19961128650**To what State Fiscal Year(s) will the contract be charged? **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 %	<b>X</b> Bonds	<b>100.00 % General Obligation Bonds</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **5853**

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: **06/30/2011**Contract term: **179 days**4. Type of contract: **Contract**Contract description: **Professional Serv Ag**

5. Purpose of contract:

**This is a new contract to provide design services for the Northern Nevada Correctional Center Surveillance Cameras, Carson City, NV; SPWB Project No. 07-M48(A); Contract No. 5853.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,000.00**Other basis for payment: **Monthly progress payments on services provided.****II. JUSTIFICATION**

7. What conditions require that this work be done?

**2007 CIP**

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

**Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.**9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not 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:

Currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/14/2010 15:34:22 PM
Division Approval	dgrimm	12/14/2010 15:34:25 PM
Department Approval	dgrimm	12/14/2010 15:34:29 PM
Contract Manager Approval	dgrimm	12/14/2010 16:14:51 PM
Budget Analyst Approval	jrodrig9	12/19/2010 11:10:07 AM
Team Lead Approval	cwatson	12/20/2010 14:43:30 PM
BOE Agenda Approval	cwatson	12/20/2010 14:43:33 PM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>CONV6563</b>	Amendment Number: <b>2</b>
Agency Name: <b>PUBLIC WORKS BOARD</b>	Legal Entity Name: <b>Ganthner Melby, LLC</b>
Agency Code: <b>190</b>	Contractor Name: <b>Ganthner Melby, LLC</b>
Appropriation Unit: <b>1566-10</b>	Address: <b>5190 Neil Road, Suite 231</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89502</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null7758298814</b>
	Vendor No.: <b>T80615120</b>
	NV Business ID: <b>NV19981053945</b>

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 %
<b>X</b> Federal Funds	<b>59.00 %</b>	<b>X</b> Bonds	<b>41.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 4505

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/14/2009**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **1 year and 351 days**

4. Type of contract: **Contract**

Contract description: **Architectural Professional Design Services**

5. Purpose of contract:

**This is an amendment to the original contract, which provides professional architectural/engineering services for the Civil Support Teams/Weapons of Mass Destruction, Las Vegas Nevada, SPWB Project No. 07-C27; Contract No. 4505. This amendment increases the maximum amount from \$746,485 to \$760,379.25 and is for evaluation of test well results, design of geothermal well field and construction administration services for the geothermal well field.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$726,920.00
2. Total amount of any previous contract amendments:	\$19,565.00
3. Amount of current contract amendment:	\$13,894.25
4. New maximum contract amount:	\$760,379.25

#### 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?

Demonstrated the required expertise for work on this project. Currently under contract for this work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/10/2010 10:33:43 AM
Division Approval	dgrimm	12/10/2010 10:33:47 AM
Department Approval	dgrimm	12/10/2010 10:33:52 AM
Contract Manager Approval	dgrimm	12/10/2010 11:43:28 AM
Budget Analyst Approval	jrodrig9	12/15/2010 16:27:57 PM
Team Lead Approval	cwatson	12/17/2010 14:53:24 PM
BOE Agenda Approval	cwatson	12/17/2010 14:53:28 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: <b>10075</b>	Amendment Number: <b>1</b>
Agency Name: <b>PUBLIC WORKS BOARD</b>	Legal Entity Name: <b>JENSEN ENGINEERING, INC.</b>
Agency Code: <b>190</b>	Contractor Name: <b>JENSEN ENGINEERING, INC.</b>
Appropriation Unit: <b>1590-18</b>	Address: <b>9655 GATEWAY DR STE A</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89521</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/852-2288
	Vendor No.: T27007578
	NV Business ID: NV19921070456

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 4948

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 01/2011

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 to upgrade electrical power for the Stewart Campus 5KV Retrofit, Carson City, NV; SPWB Project No. 09-M04, Contract No. 4948. This amendment decreases the maximum amount from \$17,250 to \$3,622.50 because the project has been deferred pending bonding availability.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$17,250.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$13,627.50
4. New maximum contract amount:	\$3,622.50

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

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

Professional architecture/engineering services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No  
Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **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 amounta 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	12/09/2010 14:06:06 PM
Division Approval	dgrimm	12/09/2010 14:06:10 PM
Department Approval	dgrimm	12/09/2010 14:06:13 PM
Contract Manager Approval	dgrimm	12/09/2010 15:58:26 PM
Budget Analyst Approval	jrodrig9	12/15/2010 16:24:47 PM
Team Lead Approval	cwatson	12/17/2010 14:27:15 PM
BOE Agenda Approval	cwatson	12/17/2010 14:27:20 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: <b>10243</b>	Amendment Number: <b>1</b>
Agency Name: <b>PUBLIC WORKS BOARD</b>	Legal Entity Name: <b>LUMOS &amp; ASSOCIATES</b>
Agency Code: <b>190</b>	Contractor Name: <b>LUMOS &amp; ASSOCIATES</b>
Appropriation Unit: <b>1590-19</b>	Address: <b>800 E COLLEGE PKWY</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>CARSON CITY, NV 89706</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/883-7077
	Vendor No.: T80912843
	NV Business ID: NV19791006982

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 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 5043

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/09/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **3 years and 113 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 sedimentation remediations, Marlette Water System, Carson City, NV, SPWB Project No. 09-M05; Contract No. 5043. This amendment decreases the maximum amount from \$74,600 to \$31,532.86 and is credit for unused design, bidding and construction administration services due to funding issues.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$74,600.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$43,067.14
4. New maximum contract amount:	\$31,532.86

#### II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

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

Professional Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? **No**

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

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

Not 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 expertises for work on this project. Currently under contract for this work.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/10/2010 11:19:46 AM
Division Approval	dgrimm	12/10/2010 11:19:49 AM
Department Approval	dgrimm	12/10/2010 11:19:53 AM
Contract Manager Approval	dgrimm	12/10/2010 11:42:19 AM
Budget Analyst Approval	jrodrig9	12/15/2010 16:28:26 PM
Team Lead Approval	cwatson	12/17/2010 14:55:51 PM
BOE Agenda Approval	cwatson	12/17/2010 14:55:55 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: <b>11208</b>	Amendment Number: <b>1</b>
Agency Name: <b>PUBLIC WORKS BOARD</b>	Legal Entity Name: <b>PURCELL KROB ELECTRICAL PROF</b>
Agency Code: <b>190</b>	Contractor Name: <b>PURCELL KROB ELECTRICAL PROF</b>
Appropriation Unit: <b>1590-22</b>	Address: <b>PK ELECTRICAL INC</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89511</b>
If "No" please explain: Not Applicable	Contact/Phone: null775/826-9010
	Vendor No.: T81016802
	NV Business ID: NV19961128650

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	<b>X</b> Bonds	<b>100.00 %</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 5405

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/13/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **2 years and 353 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 Upgrade of the Blasdel Electrical Power Supply System, Carson City, NV, SPWB Project No. 09-M17, Contract No. 5405. This amendment decreases the maximum amount from \$40,000 to \$14,000 to credit back the construction documents, bidding and construction administration portions of the contract because the project has been put on hold.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$40,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$26,000.00
4. New maximum contract amount:	\$14,000.00

**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 Services are provided by SPWB to support the State Capital Improvement Program. Consultants are selected based on their ability to provide design and engineering services to meet the goals established by the Legislature.

9. Were quotes or proposals solicited? No  
 Was the solicitation (RFP) done by the Purchasing Division? No

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Demonstrated the required expertise for work on this project.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

SPWB, currently and/or in the past for various amounts with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	12/09/2010 16:03:13 PM
Division Approval	dgrimm	12/09/2010 16:03:18 PM
Department Approval	dgrimm	12/09/2010 16:03:24 PM
Contract Manager Approval	dgrimm	12/09/2010 16:03:29 PM
Budget Analyst Approval	jrodrig9	12/15/2010 16:25:47 PM
Team Lead Approval	cwatson	12/17/2010 14:36:31 PM
BOE Agenda Approval	cwatson	12/17/2010 14:36:36 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: **11755**

Agency Name: <b>OFFICE OF VETERAN'S SERVICES</b>	Legal Entity Name: Portable X-Ray of Southern Nevada
Agency Code: <b>240</b>	Contractor Name: <b>Portable X-Ray of Southern Nevada</b>
Appropriation Unit: <b>2561-04</b>	Address: <b>5538 W. Duncan Dr.</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Las Vegas, NV 89130</b>
If "No" please explain: Not Applicable	Contact/Phone: Brian Pinegar 702-655-0535
	Vendor No.: T80991437
	NV Business ID: NV19931003024

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	<b>100.00 %</b>	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 **02/01/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **01/31/2013**

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **X-ray Contract**

5. Purpose of contract:

**This is a new contract to provide mobile X-ray services to the Nevada State Veterans Home (NSVH).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Monthly, as services are rendered.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.74535 (1). A Facility for skilled nursing shall provide radiological and other diagnostic services to meet the needs of the patients in the facility or contract with qualified outside sources to obtain such services.

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

No State employees are available to perform this work.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Vendor has provided quality services to NSVH for some years. Vendor's pricing was also the lowest of the three vendors reviewed.

d. Last bid date: 10/31/2010 Anticipated re-bid date: 10/31/2012

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has provided service to NSVH in the past. Services has continued to be satisfactory.

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

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

Not Applicable

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

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	jpalm5	11/30/2010 10:42:48 AM
Division Approval	jpalm5	11/30/2010 10:42:53 AM
Department Approval	jpalm5	11/30/2010 10:42:57 AM
Contract Manager Approval	mnobles	11/30/2010 10:49:42 AM
Budget Analyst Approval	jrodrig9	12/13/2010 08:51:00 AM
Team Lead Approval	cwatson	12/17/2010 14:21:22 PM
BOE Agenda Approval	cwatson	12/17/2010 14:21:26 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 CONTRACT**

1. Contract Number: **CONV5718** Amendment Number: **2**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **Special Education Data Service**

Agency Code: **300** Contractor Name: **Special Education Data Services & Inform Systems**

Appropriation Unit: **2715-14** Address: **5425 Liberty Road**

Is budget authority available?: **Yes** City/State/Zip: **Dallas, OR 97338**

If "No" please explain: **Not Applicable** Contact/Phone: **Bruce Bull 503589966021**

Vendor No.: **T32000794**

NV Business ID: **Pending**

To what State Fiscal Year(s) will the contract be charged? **2008-2011**

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	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 **05/13/2008**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Previously Approved Termination Date: **01/31/2011**Contract term: **2 years and 263 days**4. Type of contract: **Contract**Contract description: **Computer Related Services**

5. Purpose of contract:

**This is an amendment to the original contract, which provides enhancements to the Nevada Special Education Accountability and Reporting System including collection of data on Early Childhood Outcomes and Postsecondary Outcomes for students with disabilities. This amendment increases the maximum amount from \$753,760 to \$1,003,760 to expand additional components and capacity of this system.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$571,972.00
2. Total amount of any previous contract amendments:	\$181,788.00
3. Amount of current contract amendment:	\$250,000.00
4. New maximum contract amount:	\$1,003,760.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The current data collection methods for acquiring these federally required data are inefficient and result in data that does not meet desired levels of validity and reliability.

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 staffing or skill set necessary to enhance NV SEARS

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?

[Empty text box]

d. Last bid date: 02/29/2008 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Original contract for which this amendment is requested began May 12, 2008 for the Department of Education, and quality of service has been satisfactory to the agency, per approved deliverables, schedule and payment.

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

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	amccalla	12/01/2010 15:10:40 PM
Division Approval	amccalla	12/01/2010 15:11:03 PM
Department Approval	amccalla	12/01/2010 15:11:06 PM
Contract Manager Approval	amccalla	12/03/2010 14:22:26 PM
DoIT Approval	csweeney	12/08/2010 08:48:33 AM
Budget Analyst Approval	sbrown	12/09/2010 07:47:54 AM
Team Lead Approval	cwatson	12/17/2010 13:41:17 PM
BOE Agenda Approval	cwatson	12/17/2010 13:41:22 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: **11789**

Agency Name:	<b>HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE</b>	Legal Entity Name:	<b>NEVADA ASSOC OF COUNTY COMMSNR</b>
Agency Code:	<b>400</b>	Contractor Name:	<b>NEVADA ASSOC OF COUNTY COMMSNR</b>
Appropriation Unit:	<b>3244-04</b>	Address:	<b>NEVADA ASSOCIATION OF COUNTIES 201 S ROOP ST STE 101 CARSON CITY, NV 89701</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip	<b>CARSON CITY, NV 89701</b>
If "No" please explain:	Not Applicable	Contact/Phone:	null775/883-7863
		Vendor No.:	T80918301
		NV Business ID:	Interlocal

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 %	<b>X</b>	Fees	<b>100.00 % County Fees</b>
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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2013**

Contract term: **2 years and 180 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **NACO**

5. Purpose of contract:

**This is a new interlocal agreement with the National Association of Counties (NACO) to provide program administration on behalf of the Board of Trustees on the Fund for Hospital Care for Indigent Persons. The duties include review and verification of hospital applications for reimbursement by the fund, to maintain a system of records for the Board and to design, and conduct programs of information and training for county units of government.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,000.00**

Payment for services will be made at the rate of \$60,000.00 per Fiscal Year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**NRS 428.175 established the fund. The contract will provide technical and administrative services to the fund.**

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 expertise to 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: **Not Applicable**

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

Not Applicable per SAM 0312 and NRS 277.080

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:

NACO has performed these services under contract, satisfactorily, for the past six years.

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

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

Not Applicable

14. The contractor is 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	sderouss	12/07/2010 13:03:51 PM
Division Approval	sderouss	12/07/2010 13:03:54 PM
Department Approval	sderouss	12/07/2010 13:03:58 PM
Contract Manager Approval	sderouss	12/07/2010 13:04:01 PM
Budget Analyst Approval	rhage1	12/23/2010 08:49:11 AM
Team Lead Approval	jteska	12/26/2010 12:42:35 PM
BOE Agenda Approval	jteska	12/26/2010 12:42:38 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**

1. Contract Number: **11760**

Agency Name: <b>HEALTH CARE FINANCING &amp; POLICY</b>	Legal Entity Name: <b>HP Enterprise Services, LLC</b>
Agency Code: <b>403</b>	Contractor Name: <b>HP Enterprise Services, LLC</b>
Appropriation Unit: <b>3243-28</b>	Address: <b>5400 Legacy Drive</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Plano, TX 75024</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Pamela Swiz Pascal 208-371-3229</b>
	Vendor No.:
	NV Business ID: <b>NV19961138570</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2011-2016</b>

What is the source of funds that 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	<b>50.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **RFP #1824**

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: **06/30/2016**

Contract term: **5 years and 212 days**

4. Type of contract: **Contract**

Contract description: **MMIS Fiscal Agent**

5. Purpose of contract:

**This is a new contract to provide takeover and operations of the Medicaid Management Information System (MMIS) and to serve as fiscal agent to the Division of Health Care Financing and Policy (DHCFP).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$176,945,854.17**

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**Federal mandates.**

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

**The State lacks resources and State employees do not possess expertise and specialized knowledge required to takeover the MMIS system and carry out fiscal agent operations.**

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 vendor received the highest score in the State approved competitive procurement process.

d. Last bid date: 02/09/2010 Anticipated re-bid date: 07/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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	greves	11/18/2010 14:57:45 PM
Division Approval	greves	11/18/2010 14:58:38 PM
Department Approval	sderouss	11/23/2010 10:55:01 AM
Contract Manager Approval	dkingsle	11/24/2010 11:50:13 AM
Budget Analyst Approval	nhovden	11/30/2010 10:21:44 AM
Team Lead Approval	jteska	12/07/2010 09:34:08 AM
BOE Agenda Approval	jteska	12/07/2010 09:34:31 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: **10327** Amendment Number: **1**  
 Agency Name: **HEALTH DIVISION** Legal Entity Name: **Macro International, Inc.**  
 Agency Code: **406** Contractor Name: **Macro International, Inc.**  
 Appropriation Unit: **3153-21** Address: **11785 Beltsville Dr., Ste 300**  
 Is budget authority available?: **No** City/State/Zip: **Calverton, MD 20705-3119**  
 If "No" please explain: Work program C20147 will provide for the required authority from Reserves into Category 04. Funding for the balance of the project will be from Categories 21 and 04. Contact/Phone: **null301-572-0200**  
 Vendor No.: **T29024069**  
 NV Business ID: **NV20091551301**

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 %	<b>X</b>	Fees	<b>63.00 % Cancer Registry Fees</b>
<b>X</b> Federal Funds	<b>37.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **HD 10129**

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 **01/2011**  
 Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/29/2011**  
 Contract term: **1 year and 325 days**

4. Type of contract: **Contract**  
 Contract description: **Data Processing**

5. Purpose of contract:  
**This is an amendment to the original contract, which collects and records reportable cases of cancer occurring in Nevada. This amendment extends the termination date from June 29, 2011 to December 31, 2011, and increases the maximum amount from \$350,000 to \$700,000 to complete the second phase on the project.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$350,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$350,000.00
4. New maximum contract amount:	\$700,000.00
and/or the termination date of the original contract has changed to:	12/31/2011

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
 Data is required to be collected, and reported, per federal as well as NRS law. The State of Nevada has limited resources, and in no where near the number, or expertise, to complete the required tasks, and be in compliance with the applicable laws, and the requirements of the Centers for Disease Control and Prevention/National Program of Cancer Registries.

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

The number, and expertise, of employees required to perform this function is not available within the State.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Vendor was chosen based on the recommendations of an evaluation committee.

d. Last bid date: 09/29/2009 Anticipated re-bid date: 02/01/2011

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	12/03/2010 15:26:12 PM
Division Approval	pweyrick	12/03/2010 15:26:16 PM
Department Approval	sderouss	12/07/2010 12:38:53 PM
Contract Manager Approval	cschmid2	12/08/2010 14:30:37 PM
Budget Analyst Approval	jborrowm	12/24/2010 10:11:25 AM
Team Lead Approval	jteska	12/26/2010 11:52:40 AM
BOE Agenda Approval	jteska	12/26/2010 11:52:45 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: **11585**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: BOARD OF REGENTS-UNR
Agency Code: <b>407</b>	Contractor Name: <b>BOARD OF REGENTS-UNR</b>
Appropriation Unit: <b>3228-42</b>	Address: <b>UNR CONTROLLERS OFFICE MAIL STOP 0124</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>RENO, NV 89557-0025</b>
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 %
<b>X</b> Federal Funds	<b>45.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>55.00 % Vendor cost share</b>

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 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: **\$57,965.00**

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 15:38:39 PM
Division Approval	msmit5	12/08/2010 08:19:49 AM
Department Approval	sderouss	12/08/2010 14:09:32 PM
Contract Manager Approval	jholm	12/16/2010 09:09:14 AM
Budget Analyst Approval	cglover	12/16/2010 09:17:22 AM
Team Lead Approval	jteska	12/22/2010 11:19:34 AM
BOE Agenda Approval	jteska	12/22/2010 11:19:39 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*

December 16, 2010

TO: Celestena Glover, Budget Analyst IV  
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 the Board of Regents/Nevada System of Higher Education/University of Nevada Reno

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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: **11616**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: <b>FAMILY RESOURCE CENTERS</b>
Agency Code: <b>407</b>	Contractor Name: <b>FAMILY RESOURCE CENTERS</b>
Appropriation Unit: <b>3228-44</b>	Address: <b>OF NORTHEASTERN NEVADA 1401 RUBY VISTA DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>ELKO, NV 89801-2500</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/753-7352</b>
	Vendor No.: <b>T80993991</b>
	NV Business ID: <b>NV19851005198</b>

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 %
<b>X</b> Federal Funds	<b>46.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>54.00 % Vendor cost share</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2011**

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: **182 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: **\$62,727.00**

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 15:34:36 PM
Division Approval	msmit5	10/26/2010 07:33:54 AM
Department Approval	sderouss	11/18/2010 15:45:16 PM
Contract Manager Approval	jholm	11/29/2010 07:04:47 AM
Budget Analyst Approval	cglover	12/02/2010 17:45:09 PM
Team Lead Approval	jteska	12/07/2010 09:30:44 AM
BOE Agenda Approval	jteska	12/07/2010 09:30:48 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 IV  
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: **11591**

Agency Name: <b>WELFARE AND SUPPORT SERVICES</b>	Legal Entity Name: <b>FOOD BANK OF NORTHERN NEVADA</b>
Agency Code: <b>407</b>	Contractor Name: <b>FOOD BANK OF NORTHERN NEVADA</b>
Appropriation Unit: <b>3228-42</b>	Address: <b>550 ITALY DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>MCCARRAN, NV 89434-5400</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null775/331-3663</b>
	Vendor No.: <b>T80946842</b>
	NV Business ID: <b>NV19831012424</b>

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 %
<b>X</b> Federal Funds	<b>49.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>51.00 % Vendor cost share</b>

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: **\$139,272.00**

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 15:30:38 PM
Division Approval	msmit5	11/01/2010 11:24:52 AM
Department Approval	sderouss	11/18/2010 08:08:21 AM
Contract Manager Approval	jholm	11/29/2010 07:06:38 AM
Budget Analyst Approval	cglover	12/02/2010 17:54:16 PM
Team Lead Approval	jteska	12/07/2010 09:28:26 AM
BOE Agenda Approval	jteska	12/07/2010 09:28:30 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 IV  
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: **11762**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>HANSEN HUNTER &amp; COMPANY PC</b>
Agency Code: <b>408</b>	Contractor Name: <b>HANSEN HUNTER &amp; COMPANY PC</b>
Appropriation Unit: <b>3161-08</b>	Address: <b>8930 SW GEMINI DR</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>BEAVERTON, OR 97008-7123</b>
If "No" please explain: Not Applicable	Contact/Phone: null503/244-2134
	Vendor No.: T29009225
	NV Business ID: NV20101244381

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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

<b>X</b> General Funds	<b>100.00 %</b>	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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2014**

Contract term: **3 years and 180 days**

4. Type of contract: **Contract**

Contract description: **Medicare Cost Report**

5. Purpose of contract:

**This is a new contract to prepare and submit required Medicare cost reports to Mutual of Omaha on behalf of Southern Nevada Adult Mental Health Services.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$119,000.00**

Payment for services will be made at the rate of \$17,935.00 per completion of each report

Other basis for payment: \$17,935 payments to be made upon completion of each SFY Medicare cost report, and submission to and acceptance by SNAMHS. Up to \$11,815 for contingency costs related to each report. Payments up to \$29,750 for SFY's 11, 12, 13 and 14; total contract amount not to exceed \$119,000.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Requirements of Health Care Financing and Policy (DHCFP) for participation in Medicare and Medicaid reimbursement.

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

Existing staff lacks familiarity with changing federal regulations and cost report preparation. Professional expertise is required to maximize cost report settlement.

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?

NAC 333.150

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	mhefne1	11/22/2010 15:29:31 PM
Division Approval	mhefne1	11/22/2010 15:29:34 PM
Department Approval	sderouss	11/24/2010 14:17:20 PM
Contract Manager Approval	bguinita	12/03/2010 17:03:20 PM
Budget Analyst Approval	rhage1	12/08/2010 15:38:33 PM
Team Lead Approval	jteska	12/09/2010 15:50:57 PM
BOE Agenda Approval	jteska	12/09/2010 15:52:24 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: **11807**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>JPE HEATHCARE STAFFING, INC.</b>
Agency Code: <b>408</b>	Contractor Name: <b>JPE HEATHCARE STAFFING, INC.</b>
Appropriation Unit: <b>3161-08</b>	Address: <b>5665 ATLANTA HWY STE 103</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>ALPHARETTA, GA 30004-3932</b>
If "No" please explain: Not Applicable	Contact/Phone: null800/980-6511
	Vendor No.: T29019070
	NV Business ID: E0533902010-8

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.

<b>X</b> General Funds	<b>100.00 %</b>	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 01/2011

Retroactive? **Yes**

If "Yes", please explain

**This is a new contract to provide contract psychiatrists to cover vacant positions at Southern Nevada Adult Mental Health Services. The original contract with this vendor expired in October and this contract is retroactive to November 1st; it had lapsed due to the agency's contract manager position being vacant. This position is currently being recruited and should be filled shortly.**

3. Termination Date: **10/31/2012**Contract term: **1 year and 303 days**4. Type of contract: **Contract**Contract description: **LC Psychiatrist**

5. Purpose of contract:

**This is a new contract for locum tenens psychiatric care for the Rawson-Neal Psychiatric Hospital and outlying SNAMHS field clinics as needed.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Payment for services will be made at the rate of \$145.00 per hour

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Mandated psychiatric evaluations and treatment.

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

Inadequate supply of state employees to handle workload.

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?

[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:

Northern Nevada Adult Mental Health Services; currently employed; service rated 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	mhefne1	12/17/2010 16:22:57 PM
Division Approval	mhefne1	12/21/2010 22:35:10 PM
Department Approval	sderouss	12/22/2010 12:33:00 PM
Contract Manager Approval	bguinita	12/22/2010 16:11:59 PM
Budget Analyst Approval	rhage1	12/23/2010 08:39:23 AM
Team Lead Approval	jteska	12/26/2010 12:45:17 PM
BOE Agenda Approval	jteska	12/26/2010 12:45:20 PM
BOE Final Approval	Pending	



**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES**

**Southern Nevada Adult Mental Health Services**

**6161 W. Charleston Boulevard**

**Las Vegas, Nevada 89146-1148**

**(702) 486-6000**

**Fax (702) 486-6248**

**Memorandum**

**To: Board of Examiners  
From: SNAMHS Business Office**

**Date: 12/9/2010**

**Re: Retroactive Cover Memorandum for JPE Healthcare Contract**

The contract is needed to cover for services rendered in order to meet up with hospital demand. This contract lapsed due to agency's contract manager position being vacant. This position is currently being recruited and should be filled shortly.

**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: **11761**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>LocumTenens.com</b>
Agency Code: <b>408</b>	Contractor Name: <b>LocumTenens.com</b>
Appropriation Unit: <b>3161-08</b>	Address: <b>2655 Northwinds Parkway</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Alpharetta, GA 30009</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Ben Dawes 800-562-8663</b>
	Vendor No.:
	NV Business ID: <b>NV20101420211</b>

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	<b>100.00 %</b>	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. Termination Date: **06/30/2012**

Contract term: **1 year and 211 days**

4. Type of contract: **Contract**

Contract description: **Locum Tenens**

5. Purpose of contract:

**This is a new contract to provide locum tenens services to Southern Nevada Adult Mental Health Services (SNAMHS).**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,000,000.00**

Payment for services will be made at the rate of \$145.00 per hour

Other basis for payment: \$145 per hour (all inclusive), up to 13,793 hours for SFY's 11 and 12. Amount to be paid monthly, based on invoices submitted.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

SNAMHS operates both inpatient and outpatient programs requiring the services of psychiatrists. When vacancies occur in the medical staff, contract psychiatrists and locum tenens services are required to ensure adequate coverage for consumers.

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

Staff psychiatrists typically perform these services; however when vacancies occur, coverage is required by the Joint Commission until other psychiatrists are hired or return to work from leave or other time off.

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; there are and will continue to be several locum tenens companies under contract to ensure the continuity of services to consumers in the absence of staff psychiatrists.

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:

Vendor has previously worked with requesting agency and also with Northern Nevada Adult Mental Health Services (NNAMHS). Performance of vendor 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	mhefne1	11/22/2010 15:04:23 PM
Division Approval	mhefne1	11/22/2010 15:04:27 PM
Department Approval	sderouss	11/24/2010 14:17:01 PM
Contract Manager Approval	bguinita	12/03/2010 17:03:02 PM
Budget Analyst Approval	rhage1	12/08/2010 15:39:00 PM
Team Lead Approval	jteska	12/09/2010 15:43:10 PM
BOE Agenda Approval	jteska	12/09/2010 15:43:14 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: **CONV5940** Amendment Number: **2**

Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Legal Entity Name: **Global Medical Staffing, Inc.**

Agency Code: **408** Contractor Name: **Global Medical Staffing, Inc.**

Appropriation Unit: **3162-08** Address: **2450 Fort Union Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Salt Lake City, UT 84121**

If "No" please explain: **Not Applicable** Contact/Phone: **null8007603174**

Vendor No.: **T27019840**

NV Business ID: **C20100318-0022**

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.

<b>X</b>	General Funds	<b>100.00 %</b>	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 **10/14/2008**

Anticipated BOE meeting date: **02/2011**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **3 years and 260 days**

4. Type of contract: **Contract**

Contract description: **Professional Services**

5. Purpose of contract:

**This is an amendment to the original contract which provides locum tenens services. This amendment increases the maximum amount from \$250,000.00 to \$450,000.00, due to the vacancy rate of staff psychiatrists and the increase in consumers needing these services**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$250,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$200,000.00
4. New maximum contract amount:	\$450,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

NNAMHS operates both inpatient/outpatient programs requiring the services of psychiatrists. When vacancies occur in the Medical staff, contract psychiatrists are required for adequate coverage

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

Staff psychiatrists typically perform these services, however when vacancies occur, coverage is required by Joint Commission until other psychiatrists are hired or return from vacations, leaves, etc

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?

Vendor not chosen in preference to others. Several other Locum Tenens companies are currently under contract to insure continuity of services to consumers in the absence of staff psychiatrists

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2008 to present - NNAMHS - Satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhefne1	11/30/2010 12:41:41 PM
Division Approval	mhefne1	11/30/2010 12:41:45 PM
Department Approval	sderouss	12/07/2010 12:39:14 PM
Contract Manager Approval	cweil	12/13/2010 10:21:10 AM
Budget Analyst Approval	rhage1	12/18/2010 13:37:33 PM
Team Lead Approval	jteska	12/22/2010 08:48:41 AM
BOE Agenda Approval	jteska	12/22/2010 08:48:46 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: **CONV6506** Amendment Number: **2**  
 Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Legal Entity Name: **Easy Rooter**  
 Agency Code: **408** Contractor Name: **Easy Rooter**  
 Appropriation Unit: **3645-07** Address: **PO Box 4246**  
 Is budget authority available?: **Yes** City/State/Zip: **Sparks, NV 89432**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null7753313636**  
 Vendor No.: **T81092524**  
 NV Business ID: **NV19901008172**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

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

<b>X</b> General Funds	<b>100.00 %</b>	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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:

**This is an amendment to the original contract which provides emergency response services on a 24/7 basis (including weekends and holidays) to clear sewer line blockages, for which vendor must have heavy duty equipment available. This amendment increases the maximum amount from \$13,600.00 to \$34,600.00 by adding \$21,000.00 to the maximum authority for NNAMHS.**

#### 6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,600.00
2. Total amount of any previous contract amendments:	\$4,000.00
3. Amount of current contract amendment:	\$21,000.00
4. New maximum contract amount:	\$34,600.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Age of buildings and an increase in usage, particularly Building 1 has caused an ongoing problem of backups in the sewer system

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

Maintenance staff can and do clean and/or service minor problems. The facility does not have the necessary equipment for severe/major problems

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:

2009 to present - Lake'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	11/30/2010 12:12:20 PM
Division Approval	mhefne1	11/30/2010 12:36:35 PM
Department Approval	sderouss	12/07/2010 12:47:52 PM
Contract Manager Approval	cweil	12/13/2010 10:21:35 AM
Budget Analyst Approval	rhage1	12/18/2010 13:38:49 PM
Team Lead Approval	jteska	12/22/2010 07:00:28 AM
BOE Agenda Approval	jteska	12/22/2010 07:00:32 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: **11488**

Agency Name: <b>MENTAL HEALTH AND DEVELOPMENTAL SERVICES</b>	Legal Entity Name: <b>Valley Mental Health, Inc.</b>
Agency Code: <b>408</b>	Contractor Name: <b>Valley Mental Health, Inc.</b>
Appropriation Unit: <b>3648-08</b>	Address: <b>5965 South 900 East</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Murray, UT 84121</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>null801-263-7100</b>
	Vendor No.:
	NV Business ID: <b>NV20101519553</b>
To what State Fiscal Year(s) will the contract be charged? <b>2011</b>	

What is the source of funds that 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	<b>92.00 %</b>	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	<b>8.00 %</b>	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: **09/2010**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **06/30/2011**

Contract term: **302 days**

4. Type of contract: **Contract**

Contract description: **Mental Health Svcs**

5. Purpose of contract:

**This contract is to provide contracted mental health services for Rural Services in the Wendover area, pursuant to Attachment A.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$131,025.60**

Other basis for payment: Psychiatrist \$270.40 x 30 visits = \$8,112.00, \$111.50 x 90 visits = \$10,035.00, \$111.50 x 270 visits = \$30,105.00, Clinician \$270.40 x 30 visits = \$8112.00, \$103.00 x 360 visits = \$37,080.00 and Nurse \$128.44 x 30 visits = \$3,853.20, \$124.92 x 270 visits = \$33,728.40

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Rural Services are no longer located in this rural area of Nevada due to the economy. Valley Mental Health, Inc. is the only provider in the area and has agreed to work in this rural area of Nevada.

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

Due to the economy Rural Services are no longer in this area. Valley Mental Health, Inc. has agreed to the terms that we are able to offer.

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 #: 100518**  
**Approval Date: 05/21/2010**

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

Valley Mental Health, Inc. is the only qualified provider in the area.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mhefne1	09/08/2010 11:39:06 AM
Division Approval	mhefne1	11/23/2010 12:11:11 PM
Department Approval	sderouss	11/23/2010 14:49:13 PM
Contract Manager Approval	cgoetz	12/13/2010 09:58:46 AM
Budget Analyst Approval	rhage1	12/18/2010 13:35:48 PM
Team Lead Approval	jteska	12/22/2010 11:12:37 AM
BOE Agenda Approval	jteska	12/22/2010 11:12:41 AM
BOE Final Approval	Pending	



JIM GIBBONS  
Governor

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

Purchasing Use Only:  
# 100518

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:

MHDS Rural Services, Christine Goetz, Accounting Assistant III, 775-687-5162 ext 355,  
[cgoetz@ruralclinics.nv.gov](mailto:cgoetz@ruralclinics.nv.gov)

- b. Vendor contact information:

Valley Mental Health, Inc, Tooele County, 5965 South 900 East, Murray, Utah 84212 Corporate Headquarters 801-263-7100 or Tooele County Office 435-843-3520.

- 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:

Rural Mental Health Services would like to work collaboratively with Valley Mental Health providing contract mental health services in Wendover, Nevada for children and adolescents with serious emotional disturbance (and their families) and adults with severe and persistent mental illness. Valley Mental Health currently provides services on the Utah side of this geographic area, making it more cost effective.

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

Contract services may include one or more of the following:

- 1) Psychiatric evaluation, medication treatment, and consultation including the use of telemedicine.
- 2) Psychiatric nursing and medication management groups and
- 3) Individual and group therapy.

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

These services are not readily available in the rural areas of Nevada. Valley Mental Health is the only provider in the area and has agreed to work in this rural area under the terms we were able to offer.

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 Division is currently unable to provide mental health services in this area. If this request is denied we are unable to re-open our office in the location due to funding. This area would continue to be without mental health services, resulting in increased involvement of the law enforcement and incarceration for the individuals in need of mental health treatment.

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.

Rural Clinics has been the one and only mental health agency in Wendover, Nevada for several years. Valley Mental Health is in Utah, and is the only Medicaid provider in this catchment area.

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

Rural Clinics is determining the cost based on our sliding fee scale, and giving Valley Mental Health a cap for services provided. Valley Mental Health has agreed to work within our fee structure for all services.

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

The estimate is \$131,025.60 for 12 months

Please see attached documentation.

a. New contract Y  N

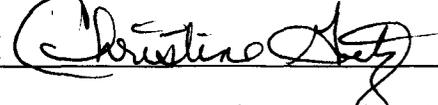
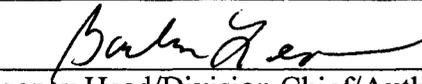
b. Amendment Y  N  Amendment No. \_\_\_\_\_  
{provide copy of previous waiver(s)}

MHDS Rural Services hereby requests approval for Valley Mental 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 	CHRISTINE GOETZ, ACCT. ASSISTANT III	5-18-10
Agency Representative Initiating Request		Date
X 		5-18-10
Agency Head/Division Chief/Authorized Designee		Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

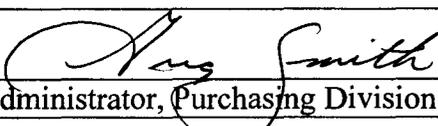
Signed:

X	N/A	
Reviewing Agency/Entity Signature		Date

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Signed:

X		
		5-21-10
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: **CONV5465** Amendment Number: **3**  
 Legal Entity Name: **Embarq**  
 Agency Name: **DEPARTMENT OF CORRECTIONS** Contractor Name: **Embarq**  
 Agency Code: **440** Address: **1401 Curry Pike**  
 Appropriation Unit: **3708-00**  
 Is budget authority available?: **Yes** City/State/Zip: **Harrodsburg, KY 40330**  
 If "No" please explain: **Not Applicable** Contact/Phone: **Victoria L. Johnson 888.375.7318**  
 Vendor No.: **T27013909**  
 NV Business ID: **NV20051287760**  
 To what State Fiscal Year(s) will the contract be charged? **2008-2014**  
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Revenue Contract</b>

Agency Reference #: 7110

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2008**  
 Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/28/2011**  
 Contract term: **6 years and 18 days**

4. Type of contract: **Revenue Contract**  
 Contract description: **Professional Services**

5. Purpose of contract:  
**This is an amendment to the original contract, which provides telephone services for incarcerated inmates. This amendment extends the termination date from February 28, 2011 to February 28, 2014 and increases the estimated revenue amount from \$7,200,000 to \$14,400,000.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$7,200,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,200,000.00
4. New maximum contract amount:	\$14,400,000.00

and/or the termination date of the original contract has changed to: 02/28/2014

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
The Department of Corrections must provide inmates within the Nevada correctional system access to telephones.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
The Department of Corrections does not have the capability to perform this type of service. There are no agencies within the State of Nevada that perform this type of function.

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?

Embarq was chosen by the evaluation team as having the best technology as well as guaranteed revenue plan for the State.

d. Last bid date: 09/07/2007 Anticipated re-bid date: 09/07/2013

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:

FY08 - current; NDOC. Service has been verified as satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dmartine	10/27/2010 14:23:04 PM
Division Approval	dreed	10/28/2010 16:59:26 PM
Department Approval	dreed	10/28/2010 16:59:32 PM
Contract Manager Approval	cphenix	12/02/2010 11:08:58 AM
Budget Analyst Approval	sbrown	12/13/2010 08:12:15 AM
Team Lead Approval	cwatson	12/17/2010 13:43:24 PM
BOE Agenda Approval	cwatson	12/17/2010 13:43:28 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: **11772**

Agency Name:	<b>DEPARTMENT OF CORRECTIONS</b>	Legal Entity Name:	Mehrdad Moghimi Environmental Engineering & Management PLLC
Agency Code:	<b>440</b>	Contractor Name:	<b>Mehrdad Moghimi Environmental Engineering &amp; Management PLLC</b>
Appropriation Unit:	<b>3718-07</b>	Address:	<b>18124 Wedge Parkway #502</b>
Is budget authority available?:	<b>Yes</b>	City/State/Zip:	<b>Reno, NV 89511</b>
If "No" please explain:	Not Applicable	Contact/Phone:	Mehrdad Moghimi 775-851-0300
		Vendor No.:	T29025676
		NV Business ID:	NV20081248330
To what State Fiscal Year(s) will the contract be charged?	<b>2011</b>		

What is the source of funds that 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	<b>100.00 %</b>	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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **03/01/2011**Contract term: **59 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide assistance to the Department of Corrections with renewing the Class II Air Quality Operating Permits for Lovelock Correctional Center, Ely State Prison and Nevada State Prison.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,900.00**

Other basis for payment: Upon completion and submission of invoice.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

The current permits were issued May 08, 2006 and, per NAC 445b.315, will expire and are 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 were 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; Department of Corrections. Service has been verified as satisfactory.

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

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

Not Applicable

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

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	dbretche	12/08/2010 08:48:03 AM
Division Approval	bfarris	12/08/2010 08:51:39 AM
Department Approval	dreed	12/08/2010 16:23:32 PM
Contract Manager Approval	cphenix	12/09/2010 13:36:48 PM
Budget Analyst Approval	sbrown	12/13/2010 09:57:37 AM
Team Lead Approval	cwatson	12/17/2010 13:46:16 PM
BOE Agenda Approval	cwatson	12/17/2010 13:46:20 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: **CONV5694** Amendment Number: **3**  
 Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **SPB Utility Services, Inc.**  
 Agency Code: **440** Contractor Name: **SPB Utility Services, Inc.**  
 Appropriation Unit: **3752-09** Address: **430 Stoker Ave, Suite 207**  
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89503**  
 If "No" please explain: Not Applicable Contact/Phone: **Linda Peterson 775.329.7757**  
 Vendor No.: **T80794830**  
 NV Business ID: **NV19831010170**  
 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.

<b>X</b> General Funds	<b>100.00 %</b>	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 7147

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2008**  
 Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2013**  
 Contract term: **4 years and 273 days**

4. Type of contract: **Contract**  
 Contract description: **Professional Services**

5. Purpose of contract:  
**This is an amendment to the original contract, which provides monitoring of the water and wastewater systems at various correctional facilities throughout the state. This amendment modifies the services and cost at Wells Conservation Camp due to new construction and increases the maximum amount from \$475,999.39 to \$495,037.33.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$446,754.46
2. Total amount of any previous contract amendments:	\$29,244.93
3. Amount of current contract amendment:	\$19,037.94
4. New maximum contract amount:	\$495,037.33

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
The use of wastewater treatment plants is necessary to treat the wastewater before it is released.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
The Department does not have the expertise to treat and/or test wastewater.

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?

SPB Utility Services was the only respondent to the RFP. They have provided previous contract services to the satisfaction of the Department.

d. Last bid date: 05/23/2008 Anticipated re-bid date: 05/23/2012

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY03 - current; Department of Corrections. Service has been verified as satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sargent	12/03/2010 09:24:43 AM
Division Approval	bfarris	12/08/2010 08:49:30 AM
Department Approval	dreed	12/08/2010 16:18:20 PM
Contract Manager Approval	cphenix	12/09/2010 13:04:33 PM
Budget Analyst Approval	sbrown	12/13/2010 08:39:39 AM
Team Lead Approval	cwatson	12/17/2010 13:45:13 PM
BOE Agenda Approval	cwatson	12/17/2010 13:45:17 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: **11778**Agency Name: **GAMING CONTROL BOARD**Agency Code: **610**Appropriation Unit: **4063-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Durkin Forensics, Inc.

Contractor Name: **Durkin Forensics, Inc.**Address: **601 South Figueroa St.  
Suite 2080**City/State/Zip: **Los Angeles, CA 90017**

Contact/Phone: null2132251110

Vendor No.:

NV Business ID: pending

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 %	<b>X</b> Other funding	<b>100.00 % GCB Investigative Fund (applicant paid)</b>

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: **11/30/2014**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Professional service**

5. Purpose of contract:

**This is a new contract to provide professional accounting services, data analysis, computer forensics, translating and interpreting services, and general background research for pre-licensing of individuals and corporations in various foreign jurisdictions.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: \$38.00-\$691.00 per hour, dependent upon the specific service level required, or a 10% administrative fee in the event Contractor uses a subcontractor AND performs no other service except the commission of said subcontractor.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Gaming Control Board must conduct thorough investigations of foreign-based entities that apply to participate in ownership of gaming in the State of Nevada. Difficulties interpreting foreign accounting practices and languages mandate the use of outside contractors to help perform this work.**

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

**The work requires specialized knowledge of foreign accounting practices and languages - assets difficult to establish and maintain in state agencies.**

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

To avoid client conflict of interest and to select the most qualified contractor for a specific investigation, the Gaming Control Board must establish simultaneous contracts with as many of these firms as practicable.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.**

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

Yes

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

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

**BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.**

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

No b. If "NO", please explain.

**BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jkingsla	12/02/2010 14:03:04 PM
Division Approval	jkingsla	12/02/2010 14:03:07 PM
Department Approval	jkingsla	12/02/2010 14:03:10 PM
Contract Manager Approval	jkingsla	12/02/2010 14:03:59 PM
Budget Analyst Approval	jteska	12/07/2010 09:25:34 AM
Team Lead Approval	jteska	12/07/2010 09:25:37 AM
BOE Agenda Approval	jteska	12/07/2010 09:25:42 AM
BOE Final Approval	Pending	

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: <b>10881</b>	Amendment Number: <b>1</b>
Agency Name: <b>DEPARTMENT OF PUBLIC SAFETY</b>	Legal Entity Name: <b>HAZMAT IQ.COM, LLC</b>
Agency Code: <b>650</b>	Contractor Name: <b>HAZMAT IQ.COM, LLC</b>
Appropriation Unit: <b>3816-25</b>	Address: <b>PO BOX 274</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>WAXHAW, NC 28173-1043</b>
If "No" please explain: Not Applicable	Contact/Phone: null540/533-9212
	Vendor No.: T29022001A
	NV Business ID: E0543662010-0

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 %	<b>X</b> Other funding	<b>100.00 % Transfer from SERC and NDEP</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2009**

    Anticipated BOE meeting date: 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **3 years and 261 days**

4. Type of contract: **Contract**

Contract description: **Firefighter Training**

5. Purpose of contract:  
**This is an amendment to the original contract which provides for hazardous materials incident response training. This amendment extends the termination date from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$36,000 to \$95,500 due to more agencies requesting this training.**

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:	\$59,500.00
4. New maximum contract amount:	\$95,500.00
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?  
 Training provided by the State Fire Marshal is mandated by NRS 477.039, 477.045, & 477.047.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
 This training curriculum is copy right protected and patent pending by HazMat IQ.

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 #: 081207**

**Approval Date: 10/25/2010**

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?

Yes

If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor has been utilized by the Department of Public Safety, Fire Marshal Division since October 2009. Service has been satisfactory.

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

No

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

Not Applicable

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

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	myoun3	11/16/2010 08:34:57 AM
Division Approval	mteska	12/08/2010 16:05:35 PM
Department Approval	mteska	12/08/2010 16:05:38 PM
Contract Manager Approval	jbauer	12/09/2010 08:32:53 AM
Budget Analyst Approval	jstrandb	12/14/2010 08:02:00 AM
Team Lead Approval	jmurph1	12/22/2010 11:25:07 AM
BOE Agenda Approval	jmurph1	12/22/2010 11:25:20 AM



JIM GIBBONS  
Gov ernor

Attachment CC

STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION

515 East Musser Street, Suite 300  
Carson City, Nevada 89701

Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:  
# 081207A  
Amendment 1

ANDREW K. CLINGER  
Director

GREG SMITH  
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

\* Amendment to 081207 \*

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Department of Public Safety, State Fire Marshal Division, Melanie Young, ASO I, 775-684-7509, mbyoung@dps.state.nv.us
- b. Vendor contact information: Hazmat IQ, 1800 SW 25<sup>th</sup> Street # 2210, Miami, FL 33133, Phone 800-518-9895 Fax 305-285-0571
- 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:  
Training for hazardous materials response to firefighters, and law enforcement personnel specific to critical knowledge necessary to make entry and effectuate a rescue. This training streamlines the size-up process and enables responders to maximize their response efficiency and effectiveness at hazardous materials incidents. The goal of the course is to provide the student with the skills and knowledge to make critical decisions.
3. Describe the unique qualification required for the service or good to be purchased:  
HazMat IQ is the sole supplier of the authorized 4 step response system training course and is the only company allowed to award technical completion certificates.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
This is a copy write protected and patent pending training system is only available through HazMat IQ. They are in inventors and sole providers of this training.
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 division would be unable to provide training as mandated in NRS 477.039; 477.045; and 447.047
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 HazMat IQ 4 Step response system training course what identified by an outside agency ( Carson City Fire Department) requesting the training through the State Fire Marshal Division. As this training is copy righted and patent pending, this vendor is the sole provider of this specific training. The Division has held 6 classes around the state under the current contract to much success. Since then Fire Departments from around the state have submitted requests to have this training in their regions.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?  
The cost includes all instructor fees, expenses, travel, and course materials for up to 30 students and appears to more than reasonable to the division.
8. What is the estimated value and length of the contract, amendment or request? The division is requesting to add \$59,500 and extend the term of the contract for two years, until June 30, 2013 - OK. Original Contract effective 10/13/09. KR.

OK. Original  
Contract effective  
Page 1 of 3  
10/13/09. KR.

RECEIVED  
NEVADA STATE PURCHASING  
2010 OCT 21 AM 8:40

a. New contract Y  N

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

Department of Public Safety,  
State Fire Marshal Division  
Requesting agency

hereby requests approval for

HazMat IQ  
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>Melanie Younger</i> ASOT	10/13/2010
Agency Representative Initiating Request	Date
X <i>Paul M. Whit</i> Chief	10/15/2010
Agency Head Authorizing Request	Date

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

X _____ 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 <i>Kinderwald for Greg Smith</i>	10-25-2010
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: **11704** Amendment Number: **2**

Agency Name: **DEPARTMENT OF PUBLIC SAFETY** Legal Entity Name: **DATAWORKS PLUS, LLC**

Agency Code: **650** Contractor Name: **DATAWORKS PLUS, LLC**

Appropriation Unit: **4709-26** Address: **728 N PLEASANTBURG DR**

Is budget authority available?: **Yes** City/State/Zip: **GREENVILLE, SC 29607**

If "No" please explain: Not Applicable Contact/Phone: **Todd Pastorini 925/240-9010**

Vendor No.: **PUR0004245**

NV Business ID: **NV20101769693**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>100.00 % Cost allocation to other divisions</b>

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/27/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **10/08/2012**

Contract term: **2 years and 247 days**

4. Type of contract: **Contract**

Contract description: **Technology Contract**

5. Purpose of contract:

**This an amendment to the original contract, which automated the processing of fingerprint submissions. This amendment extends the termination date from October 8, 2012 to June 30, 2013 and increases the maximum amount of the contract from \$191,739.19 to \$288,329.19 to purchase additional enhancement components and warranty.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$191,364.00
2. Total amount of any previous contract amendments:	\$375.19
3. Amount of current contract amendment:	\$96,590.00
4. New maximum contract amount:	\$288,329.19
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?

This system is necessary in order to automate the processing of fingerprint submissions.

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

The State of Nevada does not have either the resources or the expertise to provide these services.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor scored the highest by an evaluation committee in a competitive selection process.

d. Last bid date: 06/18/2007 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

**III. OTHER INFORMATION**

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

**No**

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

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

Not Applicable

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

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

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

**No** If "Yes", please explain

Not Applicable

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

**Yes** If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor is currently under contract with the Records and Technology Division. The vendor's 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:  
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	lyoun7	11/17/2010 08:15:06 AM
Division Approval	jdibasil	12/07/2010 17:14:54 PM
Department Approval	mteska	12/08/2010 13:21:53 PM
Contract Manager Approval	jbauer	12/08/2010 14:52:36 PM
DoIT Approval	csweeney	12/17/2010 08:43:20 AM
Budget Analyst Approval	jstrandb	12/17/2010 11:19:26 AM
Team Lead Approval	jmurph1	12/22/2010 11:23:23 AM
BOE Agenda Approval	jmurph1	12/22/2010 11:23:29 AM

### CONTRACT SUMMARY

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

#### I. DESCRIPTION OF CONTRACT

1. Contract Number: **11626**

Agency Name: **WILDLIFE**

Agency Code: **702**

Appropriation Unit: **1511-91**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **GARDNERVILLE RANCHOS GENERAL**

Contractor Name: **GARDNERVILLE RANCHOS GENERAL**

Address: **IMPROVEMENT DISTRICT  
950 MITCH DR**

City/State/Zip: **GARDNERVILLE, NV 89460**

Contact/Phone: null775/265-2048

Vendor No.: T80245380

NV Business ID: MIS732.5-1965

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 %	<b>X</b> Bonds	<b>100.00 % Q-1</b>
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 11-17

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: **06/30/2011**

Contract term: **179 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Mitch Pond**

5. Purpose of contract:

**This is a new contract for the design engineering of an urban fishing pond within the Gardnerville Ranchos General Improvement District.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,750.00**

Other basis for payment: \$6,250 at contract signing, \$6,250 when 90% plan accepted and \$6,250 when 100% plan accepted

#### II. JUSTIFICATION

7. What conditions require that this work be done?

This project enhances recreational opportunities related to wildlife. Question One bond funds were approved for design and construction of a two acre fishing pond (Mitch Park Urban Fishing Pond) in the Gardnerville Ranchos General Improvement District as a part of a 20 acre master park area with immediate access off main roads. The pond will be open to the general public both within and outside the boundaries of the District.

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

The project is being managed by Gardnerville GID, which will choose the design engineering firm. Also, the Nevada Dept. of Wildlife staff does not have manpower for this kind of design project.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The Gardnerville Ranchos GID owns the Mitch Park Property.

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:

Other governmental agencies.

13. Is the contractor currently involved in litigation with the State 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	12/01/2010 12:24:56 PM
Division Approval	mkrumena	12/01/2010 12:25:01 PM
Department Approval	mkrumena	12/01/2010 12:25:03 PM
Contract Manager Approval	mkrumena	12/01/2010 12:25:06 PM
Budget Analyst Approval	kkolbe	12/09/2010 11:38:28 AM
Team Lead Approval	jmurph1	12/14/2010 07:52:36 AM
BOE Agenda Approval	jmurph1	12/14/2010 07:52:40 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 CONTRACT

1. Contract Number: **11769**

Agency Name: **WILDLIFE**  
 Agency Code: **702**  
 Appropriation Unit: **4452-53**  
 Is budget authority available?: **Yes**  
 If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNLV**  
 Contractor Name: **BOARD OF REGENTS-UNLV**  
 Address: **UNLV OFFICE OF CONTROLLER  
 4505 MARYLAND PKWY MS 1005  
 LAS VEGAS, NV 89154-1005**  
 City/State/Zip: **LAS VEGAS, NV 89154-1005**  
 Contact/Phone: null702/895-1142  
 Vendor No.: D35000813  
 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 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 11-26

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: **06/30/2012**

Contract term: **1 year and 180 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Amphibian Bd Disease**

5. Purpose of contract:

**This is a new contract for testing amphibians for the presence of a disease-causing fungus.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,165.00**

Other basis for payment: Upon receipt of a valid invoice and approval of the project manager for NDOW.

#### II. JUSTIFICATION

7. What conditions require that this work be done?

Chytridiomycosis is an emerging disease of wild amphibians which is believed to contribute to worldwide decline and extinction of amphibian species. Only very limited information is available on the occurrence of Chytridiomycosis in Nevada amphibian populations and no information is available on seasonal occurrences. This information is essential for NDOW to manage rare and protected amphibian species. UNLV will conduct field surveys of amphibians in Southern Nevada and analyze collected samples to identify occurrence of Chytridiomycosis.

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

Collection and analysis of Chytridiomycosis samples requires specialized expertise that is not available through NDOW or other State agencies.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

UNLV is located in Southern Nevada in proximity to areas requiring surveys and the University and principal investigator have specific expertise in required sampling methods and amphibian disease analysis.

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 Nevada Department of Wildlife has entered into numerous contracts with UNLV in past years. Currently UNLV is performing contract services for fisheries research. Service has 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 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	11/24/2010 15:23:49 PM
Division Approval	mkrumena	11/24/2010 15:23:52 PM
Department Approval	mkrumena	11/24/2010 15:23:55 PM
Contract Manager Approval	mkrumena	11/24/2010 15:23:58 PM
Budget Analyst Approval	kkolbe	12/09/2010 11:34:28 AM
Team Lead Approval	jmurph1	12/14/2010 07:44:51 AM
BOE Agenda Approval	jmurph1	12/14/2010 07:44:56 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: **CONV4998** Amendment Number: **1**  
 Agency Name: **WILDLIFE DIVISION** Legal Entity Name: **Praxair Distribution, Inc.**  
 Agency Code: **702** Contractor Name: **Praxair Distribution, Inc.**  
 Appropriation Unit: **4452-53** Address: **4030 West Lincoln Street**  
 Is budget authority available?: **Yes** City/State/Zip: **Phoenix, AZ 85009**  
 If "No" please explain: **Not Applicable** Contact/Phone: **null4803704883**  
 Vendor No.: **PUR0002540**  
 NV Business ID: **NV19971161629**

To what State Fiscal Year(s) will the contract be charged? **2008-2014**

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

General Funds	0.00 %	<b>X</b>	Fees	<b>25.00 % License fees</b>
<b>X</b> Federal Funds	<b>75.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 08-48

2. Contract start date:  
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/12/2008**  
 Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **02/11/2011**  
 Contract term: **6 years and 1 day**

4. Type of contract: **Contract**  
 Contract description: **Professional Services**

5. Purpose of contract:  
**This is an amendment to the original contract for bulk liquid oxygen and leased tanks. This amendment extends the termination date from February 11, 2011 to February 11, 2014 and increases the maximum amount from \$150,000 to \$300,000.**

**6. CONTRACT AMENDMENT**

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$150,000.00
4. New maximum contract amount:	\$300,000.00
and/or the termination date of the original contract has changed to:	02/11/2014

**II. JUSTIFICATION**

7. What conditions require that this work be done?  
Liquid oxygen supply systems are necessary to insure that the hatcheries are able to provide healthy fish for the stocking programs throughout the State of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:  
State agencies and employees do not have the ability or resources to provide bulk liquid oxygen systems to the State hatcheries.

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 selected by an independent evaluation committee based upon predetermined evaluation criteria.

d. Last bid date: 10/15/2010 Anticipated re-bid date: 09/15/2014

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:

NV Dept. of Wildlife, under this contract from February, 2008. Performance has been very good.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	11/17/2010 13:48:15 PM
Division Approval	mkrumena	11/17/2010 13:48:18 PM
Department Approval	mkrumena	11/17/2010 13:48:21 PM
Contract Manager Approval	mkrumena	11/17/2010 13:48:24 PM
Budget Analyst Approval	kkolbe	12/09/2010 16:45:04 PM
Team Lead Approval	jmurph1	12/14/2010 07:56:14 AM
BOE Agenda Approval	jmurph1	12/14/2010 07:56:19 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: **11338**

Agency Name: <b>WILDLIFE</b>	Legal Entity Name: Jersey Valley Cattle Company, LLC
Agency Code: <b>702</b>	Contractor Name: <b>Jersey Valley Cattle Company, LLC</b>
Appropriation Unit: <b>4457-28</b>	Address: <b>PO BOX 1098</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Winnemucca, NV 89445</b>
If "No" please explain: Not Applicable	Contact/Phone: Mike Stremmer 775-635-5445
	Vendor No.:
	NV Business ID: NV20031177051
To what State Fiscal Year(s) will the contract be charged? <b>2011</b>	

What is the source of funds that 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 %	<b>X</b> Other funding	<b>100.00 % Heritage Trust Account</b>

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: **06/30/2011**

Contract term: **179 days**

4. Type of contract: **Contract**

Contract description: **Heritage Lions Mtns**

5. Purpose of contract:

**This is a new contract for predator control and monitoring in the Tobins, Stillwater, Fish Creek and Clan Alpine mountain ranges.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$18,000.00**

Other basis for payment: Valid invoice with back up documents and project manager's 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 regarding betterments 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 1995 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?

This vendor applied for Wildlife Heritage grant funds and their project was approved by the Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 by the Board of Wildlife Commissioners and complies with the statutory requirements regarding betterments on behalf of wildlife in the State of Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

**No**

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

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

Not Applicable

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

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

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

**No** If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	11/18/2010 16:09:50 PM
Division Approval	mkrumena	11/18/2010 16:09:53 PM
Department Approval	mkrumena	11/18/2010 16:09:57 PM
Contract Manager Approval	mkrumena	11/18/2010 16:09:59 PM
Budget Analyst Approval	kkolbe	12/08/2010 14:08:11 PM
Team Lead Approval	jmurph1	12/23/2010 10:45:20 AM
BOE Agenda Approval	jtrulin	12/23/2010 10:47:20 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: **11771**

Agency Name: **WILDLIFE**  
Agency Code: **702**  
Appropriation Unit: **4458-13**

Is budget authority available?: **Yes**  
If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA WATERFOWL ASSOCIATION**  
Contractor Name: **NEVADA WATERFOWL ASSOCIATION**  
Address: **5081 W ALBUQUERQUE RD**  
City/State/Zip: **RENO, NV 89511**  
Contact/Phone: null775/853-8331  
Vendor No.: T29024374  
NV Business ID: NV19871035027

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 %	<b>X</b>	Fees	<b>25.00 % Duck stamps</b>
<b>X</b> Federal Funds	<b>75.00 %</b>		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 11-27

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **Yes**

If "Yes", please explain

**The biologies at NDOW who was the contract monitor retired around the time the previous contract expired and the position was not filled until September 2010. The new contract monitor did not become aware of the need to create a new contract until recently. This contract is a continuation of a joint project with NWA which was the subject of a prior contract between NDOW and NWA (CETS # CONV6112).**

3. Termination Date: **06/30/2011**

Contract term: **333 days**

4. Type of contract: **Contract**

Contract description: **Lahonten wood ducks**

5. Purpose of contract:

**This is a new contract to study the demographic response to changing harvest rates for wood ducks in Lahontan Valley.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,989.00**

Other basis for payment: Upon receipt of a valid invoice and project manager's approval.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This work will provide information to fill in gaps in knowledge of local populations of wood ducks.

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

The work requires specialized knowledge and equipment for capture of wood ducks. Also, State agencies do not have the necessary manpower available.

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 #: 101113**

**Approval Date: 11/29/2010**

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

This is the continuation of an ongoing project with UNR, with whom we have been working on this project for several years. The Nevada Waterfowl Association passes the contract payments through to the University.

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 performed very well under a prior contract to conduct related wood duck research for the Nevada Dept. of Wildlife.

13. Is the contractor currently involved in litigation with the State 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	12/01/2010 09:25:45 AM
Division Approval	mkrumena	12/01/2010 09:25:48 AM
Department Approval	mkrumena	12/01/2010 09:25:50 AM
Contract Manager Approval	mkrumena	12/01/2010 09:25:53 AM
Budget Analyst Approval	kkolbe	12/09/2010 11:37:11 AM
Team Lead Approval	jmurph1	12/14/2010 07:51:07 AM
BOE Agenda Approval	jmurph1	12/14/2010 07:51:11 AM
BOE Final Approval	Pending	



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:  
# 101113

ANDREW K. CLINGER  
Director

GREG SMITH  
Purchasing Administrator

## SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:  
Nevada Department of Wildlife  
Russell Woolstenhulme, Wildlife Staff Specialist  
Phone: 775/688-1914  
Email: russellw@ndow.org
- b. Vendor contact information:  
Nevada Waterfowl Association  
5081 West Albuquerque  
Reno, NV 89511  
David Rice, CFO  
Phone:
- 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:  
Conduct banding and monitoring of a wood duck population in Lahontan Valley, Nevada
3. Describe the unique qualification required for the service or good to be purchased:  
Federal authority to capture and band ducks using rocket nets and use of specialized federal duck bands. Current Vendor has completed previous wood duck projects in this area and on this population and has intimate knowledge of project.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:  
Lack of qualified contractors with proper Federal Authority and knowledge of previous wood duck study in area.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:  
The state of Nevada is under federal mandate to manage hunted migratory waterfowl species to ensure that hunting activities within the state do not jeopardize the sustainability of the species (migratory waterfowl) that the federal government has authority over.  
Wood ducks have been intensively studied in the Fallon, NV area since 2003. Over 400 nesting boxes have been installed and are monitored weekly during nesting to monitor production. At hatch, all ducklings in nesting boxes are fitted with a uniquely marked webtag. Additionally, over 4000 wood ducks have been marked with standard USGS aluminum legbands since 2003, and similarly to the webtags, allow marked individuals to be followed through their lifetimes. Beginning in 2008, over

2400 wood ducks have additionally been marked with colored and coded tarsal bands. The intense capture/mark/reencounter program provides for the estimation of important vital rates at monthly intervals, but survivability data has yet to be captured from the wood duck population. Without the continuation of this project the effort and work that has been conducted to allow for the collection of wood duck survival will be nullified, as no further monitoring will be conducted. The consequence will be that a large part of the expenditures on this project for the last two years, and the unique opportunity to capitalize on the large number of banded wood ducks that have been banded from 2003 forward will be lost without the follow-up work this contract would fund. Hence, we would not be able to adequately fulfill our Federal obligations.

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.  
Intimate knowledge of federally authorized duck banders and equipment users.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?  
Price comparable to previous waterfowl projects conducted in area.
8. What is the estimated value and length of the contract, amendment or request?  
Value: \$40,000 Length: 12 months
- a. New contract Y  N
- b. Amendment Y  N  Amendment No. \_\_\_\_\_  
{provide copy of previous waiver(s)}

Nevada Department of Wildlife hereby requests approval for Nevada Waterfowl Association  
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:

	11/29/10
Agency Representative Initiating Request	Date
X	11-29-10
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 	11-29-10
Administrator, Purchasing Division	Date



## NEVADA DEPARTMENT OF WILDLIFE

1100 Valley Road • Reno, Nevada 89512  
(775) 688-1500 Fax (775) 688-1595

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### RETROACTIVE BOE CONTRACT APPROVAL REQUEST

Date: December 1, 2010  
To: Kristen Kolbe, Budget Analyst IV  
From: Michael Krumenaker, Contract Manager *mk*  
Subject: Nevada Waterfowl Association

Please approve the retroactive start date of August 1, 2010 for the Nevada Waterfowl Association (NWA) contract for a study of wood ducks in Lahontan Valley. This contract is a continuation of a joint project with NWA which was the subject of a prior contract between NDOW and NWA (CETS #CONV6112). The biologist at NDOW who was the contract monitor for the expired contract retired at about the time the previous contract expired, and he was not replaced until this September. The new monitor did not become aware of the need to create a new contract until very recently. Meanwhile, a graduate student continued performing the work funded by the expired contract, which was also to be funded under this contract, and he required a stipend to meet basic expenses. NWA had to provide that funding temporarily, but both NWA and NDOW had intended that NDOW be the source, as in the past.

Thank you for your assistance in this matter. If you have any questions please call me at (775) 688-1581.

**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: **11757**

Agency Name: <b>DIVISION OF WATER RESOURCES</b>	Legal Entity Name: U. S. Geological Survey
Agency Code: <b>705</b>	Contractor Name: <b>U. S. Geological Survey</b>
Appropriation Unit: <b>4157-10</b>	Address: <b>2730 Deer Run Road</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89701</b>
If "No" please explain: Not Applicable	Contact/Phone: Steve Berris 775-887-7600
	Vendor No.: T80838030
	NV Business ID: N/A
To what State Fiscal Year(s) will the contract be charged?	<b>2011-2012</b>

What is the source of funds that 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 %
<b>X</b> Federal Funds	<b>50.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	<b>X</b> Other funding	<b>50.00 %</b>

**32.31% Pass Through funds, 17.69% Basin Funds**

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 01/2011

Retroactive? **Yes**

If "Yes", please explain

**Documents necessary for the processing of the Joint Funding Agreement have just recently been received (November 8, 2010) from the Southern Nevada Water Authority. Receipt of the documents prior to processing the Joint Funding Agreement was necessary as they are the authorizing instruments approved by the Southern Nevada Water Authority Board that allow for contributing funding to the Joint Funding Agreement.**

3. Termination Date: **09/30/2011**

Contract term: **364 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **JFA SE NV**

5. Purpose of contract:

**This is a new cooperative agreement to provide a monitoring program of water resources in Southern and Eastern Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$640,376.00**

Payment for services will be made at the rate of \$640,376.00 per year

**II. JUSTIFICATION**

7. What conditions require that this work be done?

This is an on-going data collection program instituted to provide information regarding hydrologic conditions in the region. This information is necessary for the administration of the region's water resources.

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

The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services.

9. Were quotes or proposals solicited? **No**

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in many products widely used by governmental agencies and the public. The results have been satisfactory.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bkordono	11/30/2010 16:37:12 PM
Division Approval	bkordono	11/30/2010 16:37:15 PM
Department Approval	bkordono	11/30/2010 16:37:18 PM
Contract Manager Approval	bkordono	11/30/2010 16:37:22 PM
Budget Analyst Approval	jrodrig9	12/19/2010 11:17:39 AM
Team Lead Approval	cwatson	12/20/2010 14:29:43 PM
BOE Agenda Approval	cwatson	12/20/2010 14:29:46 PM
BOE Final Approval	Pending	

JIM GIBBONS  
Governor

STATE OF NEVADA

LEO DROZDOFF  
Acting Director

JASON KING, P.E.  
State Engineer



DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES

901 South Stewart Street, Suite 2002

Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

INTEROFFICE MEMORANDUM

TO: JIM RODRIGUEZ, BUDGET ANALYST  
MICHAEL WOLZ, DEPUTY ATTORNEY GENERAL  
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT FOR SOUTHERN AND EASTERN NEVADA  
HYDROLOGIC MONITORING PROGRAM

DATE: 11/9/2010

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the Southern and Eastern Nevada Hydrology Program for fiscal years 2011-2012. The contract start date for the JFA is October 1, 2010. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA have just recently been received (November 8, 2010) from the Southern Nevada Water Authority (SNWA). Receipt of the documents prior to processing the JFA was necessary as they are the authorizing instruments approved by the SNWA Board that allow for contributing funding to the JFA. Funding for this program is from B/A 4211, category 10 and pass through money from the SNWA, B/A 4157, category 10.

Should you have any questions or comments regarding this matter, please contact Matt Dillon at (775) 684-2856.

2010 NOV 22 AM 11:03  
RECEIVED  
D.C.N.R.  
OFFICE OF THE DIRECTOR

JIM GIBBONS  
Governor

STATE OF NEVADA

LEO DROZDOFF  
Acting Director

JASON KING, P.E.  
State Engineer



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002  
Carson City, Nevada 89701-5250  
(775) 684-2800 • Fax (775) 684-2811  
<http://water.nv.gov>

INTEROFFICE MEMORANDUM

TO: JIM RODRIGUEZ, BUDGET ANALYST  
MICHAEL WOLZ, DEPUTY ATTORNEY GENERAL  
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT FOR SOUTHERN AND EASTERN NEVADA  
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Should you have any questions or comments regarding this matter, please contact Matt Dillon at (775) 684-2856.

2010 NOV 22 AM 11:03  
RECEIVED  
D.C.N.R.  
OFFICE OF THE DIRECTOR

**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: **11782**

Agency Name: <b>ENVIRONMENTAL PROTECTION</b>	Legal Entity Name: Redhorse Corporation dba Redhorse Technical Services
Agency Code: <b>709</b>	Contractor Name: <b>Redhorse Corporation dba Redhorse Technical Services</b>
Appropriation Unit: <b>3185-04</b>	Address: <b>363 5th Avenue, Suite 201</b>
Is budget authority available?: <b>No</b>	City/State/Zip: <b>San Diego, CA 92101</b>
If "No" please explain: Funding and contract authority is contingent upon IFC approval of WP #C19775 at the on December 17, 2010 IFC meeting.	Contact/Phone: Aaron Mann 888 445-8010
	Vendor No.:
	NV Business ID: NV20101462736

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 %	<b>X</b>	Fees	<b>100.00 %</b>
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 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **01/31/2015**Contract term: **4 years and 31 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

**This is a new contract to provide technical services to evaluate Prevention of Significant Deterioration (PSD) increment status at a number of triggered planning areas across Nevada.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$325,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

The Prevention of Significant Deterioration (PSD) increment is the amount of pollution an area is allowed to increase. PSD increments are a limit on air quality impacts as defined in the federal PSD regulations which are contained within Title 40 of the Code of Federal Regulations (CFR), Part 51.166 and Part 52.21. The NDEP implements 40 CFR 52.21 by reference in NAC 445B.221 under a delegation agreement with the U.S. EPA.

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

Nevada Division of Environmental Protection does not have the manpower, nor the expertise to perform this service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of five (5).

d. Last bid date: 06/01/2010 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 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	sravenel	12/06/2010 15:55:48 PM
Division Approval	tlarson	12/06/2010 16:10:42 PM
Department Approval	tlarson	12/06/2010 16:10:45 PM
Contract Manager Approval	tlarson	12/06/2010 16:10:49 PM
DoIT Approval	csweeney	12/08/2010 10:05:43 AM
Budget Analyst Approval	jrodrig9	12/15/2010 16:31:16 PM
Team Lead Approval	cwatson	12/17/2010 14:56:50 PM
BOE Agenda Approval	cwatson	12/17/2010 14:56:53 PM
BOE Final Approval	Pending	

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting By and Through Its

Department of Conservation and Natural Resources  
901 S. Stewart Street, Carson City, NV 89701-5249  
Contact: Adele Malone

and

Redhorse Corporation dba Redhorse Technical Services  
363 5th Avenue, Suite 201  
San Diego CA 92101  
Phone: (775) 722-3184  
Contact: Aaron Mann

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and  
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;  
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from January 12, 2011 subject to Board of Examiners' approval (anticipated to January 12, 2011 ) to January 31, 2015 , unless sooner terminated by either party as specified in paragraph ten (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:  
ATTACHMENT AA: NEGOTIATION POINTS;  
ATTACHMENT BB: STATE SOLICITATION OR RFP #1880 and AMENDMENT(S) #1;  
ATTACHMENT CC: INSURANCE SCHEDULE; AND  
ATTACHMENT DD: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ Various Task Listed in Attachment DD payable: Monthly, not to exceed \$ 325,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

- iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to:

(1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	X _____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	X _____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	X _____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	X _____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	X _____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	X _____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	X _____

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment CC, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment CC, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
  2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer

required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

#### **General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.

#### **Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

**Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.**

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the

State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

Approved 05/08/02

Revised 06/10

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. **WARRANTIES.**

a. **General Warranty.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. **System Compliance.** Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. **GOVERNING LAW; JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

*David Sherman*

Independent Contractor's Signature

Date

Signature

Date

12/3/10

CEO

Independent's Contractor's Title

Title

*Henry Administrator*

Signature

Date

Title

Signature

Date

Title

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by

On

(Date)

Deputy Attorney General for Attorney General

On

(Date)

DEP# 11-009

**ATTACHMENT BB**

**STATE SOLICITATION RFP # 1880**

**(Scope of Work)**





Division of Purchasing  
Request For Proposal No. 1880  
for

**UPDATE OF NDEP'S INCREMENT TRACKING PROCESS**

Release Date: August 11, 2010  
Deadline for Submission and Opening Date and Time: September 22, 2010 @ 2:00 p.m.

For additional information, please contact:  
Lyn Callison, Purchasing Officer  
lcalliso@purchasing.state.nv.us  
(775) 684-0198  
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.  
Ask the relay agent to dial 1-775-684-0198/V.)

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

**See Page 19, for instructions on submitting proposals.**

**Contact Information**

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

Contact Person \_\_\_\_\_

Print Name & Title \_\_\_\_\_

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. **OVERVIEW OF PROJECT**

The State of Nevada Purchasing Division on behalf of the Nevada Division of Environmental Protection (NDEP), Bureau of Air Quality Planning, is soliciting proposals from qualified vendors to provide technical services to evaluate Prevention of Significant Deterioration (PSD) increment status at a number of triggered planning areas across Nevada. The State intends to award a contract for a period of four (4) years subject to Board of Examiners approval.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

<b><i>Awarded Vendor</i></b>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<b><i>Confidential Information</i></b>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).
<b><i>Division</i></b>	Department of Conservation and Natural Resources, Division of Environmental Protection
<b><i>Evaluation Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<b><i>LOI</i></b>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>NOA</i></b>	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b><i>Proprietary</i></b>	Any trade secret or confidential business information that is contained in a bid or

***Increment Tracking Process***

*RFP No. 1880*  
*Approved 05/07/02*  
*Revised 10/1/09*

*Page 3*

<b>Information</b>	proposal submitted on a particular contract.
<b>Public Record</b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
<b>RFP</b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<b>Shall/Must/Will</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b>State</b>	The State of Nevada and any agency identified herein.
<b>Subcontractor</b>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b>Trade Secret</b>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b>Vendor</b>	Organization/individual submitting a proposal in response to this RFP.

### 3. **SCOPE OF WORK**

The Nevada Division of Environmental Protection (NDEP), Bureau of Air Quality Planning, is soliciting proposals from qualified vendors to provide technical services to evaluate Prevention of Significant Deterioration (PSD) increment status at a number of triggered planning areas across Nevada.

PSD increment is the amount of pollution an area is allowed to increase. PSD increments are designed to prevent the air quality in clean air areas from deteriorating significantly and to maintain compliance with the national ambient air quality standards (NAAQS). The NAAQS is a

maximum allowable concentration "ceiling." A PSD increment, on the other hand, is the maximum allowable increase in concentration that is allowed to occur above a baseline concentration for a pollutant. The baseline concentration is defined for each pollutant and, in general, is the ambient concentration of the area at the time that the first complete PSD permit application is submitted.

In 1999 the NDEP began a process to evaluate PSD increment impacts in several planning areas in the State of Nevada. The planning areas (hydrographic areas or HAs) that were selected at the time were those that had accelerated growth over the recent past. There are more than 255 planning areas in Nevada, of which 26 are triggered for one or more PSD increments ([map of triggered HAs at http://ndep.nv.gov/baqp/planmodeling/westar\\_psd\\_trigger\\_areas.pdf](http://ndep.nv.gov/baqp/planmodeling/westar_psd_trigger_areas.pdf)). Three of these 26 planning areas have already been studied for increment impacts.

However, recent improvements in the analytical tools (modeling software, as well as area, mobile, and fugitive emission inventories) used for the evaluation of PSD increment, as well as regulatory changes, require the NDEP update and/or upgrade both the tools and evaluation process, while building on previous efforts. The NDEP is soliciting vendors to provide the necessary post-processing tools, develop PSD increment source inventories, and conduct PSD increment modeling analyses to assess the status of PSD increment at triggered HAs in Nevada.

The awarded vendor shall provide technical services, as necessary, to provide post-processing software; update existing baseline area, mobile, and fugitive source emission inventories; update current stationary source emission inventories; update meteorological data; and conduct air dispersion modeling and post processing to evaluate PSD increment status in triggered HAs in Nevada. The successful vendor will evaluate the NDEP's current increment tracking process and make recommendations for improvement. The project will be conducted in phases.

Services requested during the term of the contract shall consist of technical evaluation, coordination, and timely completion of all aspects of the contract. All work including methodologies and calculations shall be documented.

The project consists of the following major tasks:

- Software Upgrades/Development;
- Emission Inventory Updates;
- Meteorological Data Updates and Processing;
- Air Dispersion Modeling and Post Processing; and
- Documentation and Reporting.

### **3.1 PROJECT BACKGROUND**

PSD increments are a limit on air quality impacts as defined in the federal PSD regulations which are contained within Title 40 of the Code of Federal Regulations (CFR), Part 51, subpart 166 and Part 52, subpart 21. The NDEP implements 40 CFR 52.21 under a delegation agreement with the U.S. Environmental Protection Agency (EPA) and has adopted it by reference in the Nevada Administrative Code (NAC 445B.221). PSD regulations are intended to help encourage economic growth while preserving existing clean air resources and PSD increments are an important part of the

program to achieve this objective. PSD increments, as defined in 40 CFR 52.21, are limits to increases in ambient pollutant concentration over the baseline concentration.

Allowable PSD increments have been established in 40 CFR 52.21 for three pollutants: sulfur dioxide (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>), and particulate matter smaller than 10 microns in diameter (PM<sub>10</sub>), as shown in Table 1. It is important to note that regulations do not allow total ambient air concentrations to exceed the applicable NAAQS limits, even if PSD increment has not been exceeded (EPA 1990).

Table 1. PSD Increment Standards for Class II Areas

Pollutant	Averaging Time	Maximum Allowable Increase* (ug/m <sup>3</sup> )
Nitrogen Dioxide (NO <sub>2</sub> )	Annual Arithmetic Mean	25
	24-hour Maximum	30
Particulate Matter (PM <sub>10</sub> )	Annual Arithmetic Mean	17
	3-hr Maximum	512
Sulfur Dioxide (SO <sub>2</sub> )	24-hr Maximum	91
	Annual Arithmetic Mean	20

\*For any period other than an annual period, the applicable maximum allowable increase may be exceeded once such period per year at any one location.

PSD increments are analyzed on a pollutant-by-pollutant and planning area-by-planning area basis. The tracking of PSD increments is not applicable until regulatory criteria trigger a minor source baseline date for a specific pollutant in a specific planning area. In Nevada, planning areas have been defined in accordance with section 107(d) of the Clean Air Act, and are represented by hydrographic areas (HAs). Once the baseline date is established, new sources and changes to existing sources begin to affect available increment. It is important to note that PSD increment impacts are not simply affected by changes to emission rates, but also by physical changes to source parameters. Throughout this document there are consistent references to source data, not just emission data, since various source parameter changes affect PSD increment impacts.

Changes to PSD increment impacts are the result of net changes in air quality impacts in a triggered HA as compared to baseline conditions. Net changes can effectively result in either a lower air quality impact, referred to as increment expansion, or a higher air quality impact, referred to as increment consumption. The effect of applicable changes on PSD increments is determined by calculating net air quality impacts through the use of air quality dispersion models. Net air quality impacts are determined by the State using what the PSD regulations call a Source Impact Analysis. The definition of Source Impact Analysis in 40 CFR 51.166(k) refers to an “applicable maximum allowable increase over the baseline concentration” which is represented by the PSD increments. The PSD increment impact analysis is to be conducted in conjunction with “applicable emissions increases or reductions (including secondary emissions).”

In addition to source related PSD increment impacts from specific facilities, the PSD increment impact throughout an HA associated with changes to existing sources since the applicable baseline date needs to be analyzed by the State. 40 CFR 51.166(a) (4)

specifically requires that the State shall review the adequacy of a State plan on a periodic basis to ensure that the increment standards are not being violated.

To comply with 40 CFR 51.166, the State of Nevada is obligated to analyze the PSD increment impacts associated with changes to existing sources since the applicable baseline date represented by net changes in impacts between baseline and current conditions. The NDEP has developed a procedure to conduct baseline and current impact assessments. The baseline and current impacts are used to calculate net changes in ambient air quality impacts that result from changes at existing sources, between baseline and current conditions, resulting in PSD increment changes.

The baseline concentration is the ambient concentration that existed in the area before the PSD trigger date. There are two types of PSD trigger dates: the major source baseline dates and the minor source baseline dates. The major source baseline dates, set by federal PSD regulations, reflect the date that the permitting authority is responsible for tracking increment consumption as a result of changes at major sources only. The minor source baseline date is established on a pollutant-specific basis after major source permitting actions in individual planning areas. Once the minor source baseline date is triggered, increment must be evaluated for changes that occur at all pollutant sources after that date. Table 2 presents the major source baseline dates, while Table 3 presents a list of triggered HAs and their minor source baseline dates.

Table 2. Major Source Baseline Dates

Pollutant	Major Source Baseline Date
PM <sub>10</sub>	January 6, 1975
SO <sub>2</sub>	January 6, 1975
NO <sub>x</sub>	February 9, 1988

Table 3. Minor Source Baseline Dates

HA	Description	Region	SO <sub>2</sub> Baseline	NO <sub>x</sub> Baseline	PM <sub>10</sub> Baseline
043	Starr Valley Area	Humboldt River Basin	--	4/17/1998	4/17/1998
061L	Boulder Flat - Lower Portion	Humboldt River Basin	10/28/2004	10/28/2004	10/28/2004
064	Clovers Area	Humboldt River Basin	3/2/1977	--	3/2/1977
072	Imlay Area	Humboldt River Basin	12/4/1991	12/4/1991	12/4/1991
076	Fernley Area	West Central Region	10/26/1982	--	--
082	Dodge Flat	Truckee River Basin	--	--	6/7/2000
083	Tracy Segment	Truckee River Basin	3/11/1994	3/11/1994	3/11/1994
085	Spanish Springs Valley	Truckee River Basin	2/8/1996	--	--
101	Carson Desert	Carson River Basin	--	8/23/1995	--
102	Churchill Valley	Carson River Basin	--	8/23/1995	--
108	Mason Valley	Walker River Basin	8/23/1995	8/23/1995	8/23/1995
110A	Walker Lake Valley	Walker River Basin	8/23/1995	8/23/1995	--
137A	Big Smoky Valley	Central Region	--	--	6/28/1978
164A	Ivanpah Valley	Central Region	--	--	8/15/2001
167	Eldorado Valley	Central Region	--	--	7/9/1997
179	North Steptoe Valley	Central Region	11/28/1984	12/28/2006	6/4/1979
179	Middle Steptoe Valley	Central Region	12/28/2006	12/28/2006	6/4/1979
179	South Steptoe Valley	Central Region	--	12/28/2006	6/4/1979
191	Pilot Creek Valley	Great Salt Lake Basin	4/1/1993	6/26/1988	6/23/1988
205	Lower Meadow Valley Wash	Colorado River Basin	9/17/1990	9/17/1990	9/17/1990
212	Las Vegas Valley	Colorado River Basin	6/29/1979	--	--
215	Black Mountains Area	Colorado River Basin	--	7/19/1989	6/18/1993
216	Garnet Valley	Colorado River Basin	12/31/1980	--	12/31/1980
218	California Wash	Colorado River Basin	5/21/1979	--	5/21/1979
220	Lower Moapa Valley	Colorado River Basin	5/28/1985	--	5/28/1985
222	Virgin River Valley	Colorado River Basin	12/19/2001	12/19/2001	12/19/2001

A contractor assisted the NDEP with the development of a PSD increment tracking system for Nevada through a series of increment studies from 2000 to 2007. The contractor conducted PSD studies for the Truckee River Corridor (HAs 76, 83, and 85) (Tetra Tech, 2003a) and Clovers area (HA 64) (Tetra Tech, 2003b) including development of baseline and current emission inventories, as well as air dispersion modeling.

During this work, the contractor developed the Increment Tracking System (ITS) to track PSD increment impacts. The ITS combines a database (Microsoft Access) and geographic information system (ARCVIEW) in a desktop application that organizes and accesses source data, and tracks PSD increment impacts in the State of Nevada. The ITS maintains baseline and current emission inventories for preparation of air quality dispersion model input files to model baseline and current impacts; the dispersion modeling occurs outside the ITS.

After the dispersion modeling is completed, a post processor uses the resulting baseline and current impacts to calculate net changes in ambient impacts that result from changes at sources between baseline dates and current conditions, which are PSD increment impacts. This post processor is referred to as the concentration post processor. Model output files from AerMod are combined in a post-processing step to determine PSD increment status. Pollutant impacts from baseline emissions are subtracted from pollutant impacts from current emissions on a receptor-by-receptor basis, with the difference

resulting in the PSD increment status.

The contractor modified AerMod code (version 02222) to simplify post processing of the model results by including the receptor location information in the binary output data from AerMod. The concentration post processor reads files representing the baseline year and current year impacts, combines the predicted baseline year and current year impacts into a predicted increment value at each receptor, and writes these results to an ASCII output file formatted as an AerMod (version 02222) plot file.

The contractor also developed post-processing software which reads the output from the concentration post processor, the receptor file used in the modeling, and the binary files combined in the concentration post-processing stage to determine the contribution from each binary file to the increment at a specific receptor and write the results to an ASCII file. This post processor is referred to as the contribution post processor.

During 2005 to 2007 the contractor also completed the development of baseline emission inventories for the HAs listed in Table 4. Methodologies used to develop emission inventory updates for this project should be consistent with methodologies used by contractor, as described in Tetra Tech 2007a, 2007b, 2007c, and 2007d.

Table 4. Hydrographic Areas with Baseline Emission Inventories

HA	Description	Region
061L	Boulder Flat - Lower Portion	Humboldt River Basin
101	Carson Desert	Carson River Basin
102	Churchill Valley	Carson River Basin
108	Mason Valley	Walker River Basin
110A	Walker Lake Valley	Walker River Basin
179	North Steptoe Valley	Central Region
179	Middle Steptoe Valley	Central Region
179	South Steptoe Valley	Central Region
205	Lower Meadow Valley Wash	Colorado River Basin
216	Garnet Valley	Colorado River Basin
218	California Wash	Colorado River Basin
220	Lower Moapa Valley	Colorado River Basin
222	Virgin River Valley	Colorado River Basin

### 3.2 GOALS OF THIS PROJECT

The goals of this project are to:

- Update the baseline and current emissions inventory for area sources, including mobile and fugitive sources;
- Update the current emissions inventory for stationary sources located in the Washoe and Clark County portions of triggered HAs;
- Review stationary source inventory for completeness in each triggered HA; and
- Evaluate PSD increment consumption for each triggered HA through modeling and post processing of baseline and current emissions sources.

In order to accomplish these goals, the successful vendor will also have to:

- Evaluate the NDEP's existing increment tracking process and propose modifications including development of menu-driven interfaces;
- Provide two years of AerMod-ready meteorological data suitable for air dispersion modeling for each HA; and
- Develop post processors to calculate the cumulative modeled concentration at each receptor (concentration post processor) and to calculate the individual source contribution to the cumulative modeled concentration (contribution post processor).

### 3.3 DETAILED SCOPE OF WORK

The NDEP has prepared a detailed scope of work for this project. However, as part of this project, the NDEP expects qualified vendors will review Nevada's existing increment tracking program, provide recommendations to improve the program, and proposed tasks to complete the project. NDEP has provided a reference list of documents (see References below) describing Nevada's increment tracking program for vendor review.

The NDEP desires an increment tracking program that is easy to implement and provides for graphical presentation of the current status of PSD increment in Nevada's triggered basins. Menu driven interfaces to the emission inventories, post-processing software, and graphics software would simplify the NDEP's processing of PSD increment analyses and are a desired outcome of this project.

The emission inventory (Task 2) and modeling (Task 4) portions of this project will be prioritized and conducted in the order shown in Table 5. Vendors shall provide cost estimates by task.

Table 5. Priority of Emission Inventory and Modeling Tasks

HA	Description	Region	Priority
064	Clovers Area	Humboldt River Basin	1
076	Fernley Area	West Central Region	1
083	Tracy Segment	Truckee River Basin	1
061L	Boulder Flat - Lower Portion	Humboldt River Basin	1
101	Carson Desert	Carson River Basin	2
102	Churchill Valley	Carson River Basin	2
108	Mason Valley	Walker River Basin	2
110A	Walker Lake Valley	Walker River Basin	2
205	Lower Meadow Valley Wash	Colorado River Basin	3
216	Garnet Valley	Colorado River Basin	3
218	California Wash	Colorado River Basin	3
220	Lower Moapa Valley	Colorado River Basin	3
222	Virgin River Valley	Colorado River Basin	3
179	North Steptoe Valley	Central Region	4
179	Middle Steptoe Valley	Central Region	4
179	South Steptoe Valley	Central Region	4

#### 3.3.1 Task 1 Software Upgrades

3.3.1.1 Modify/provide post-processing software to determine cumulative concentrations at each receptor (i.e., modify/replace concentration post processor).

- Software must be capable of cumulative addition/subtraction of individual model results on a receptor-by-receptor basis;
- Individual model runs may exclude receptors within the facility's fence line;
- Post-processed output must be in plot file format for posting by AerMod GUIs for easy visualization of post-processed model results; and
- Software must have the capability to post process at least 200 individual model runs.

3.3.1.2 Modify/provide post-processing software to determine facility's contribution to cumulative concentrations at each receptor (i.e., modify/replace contribution post processor):

- Software must be capable of determining a facility's contribution to the cumulative concentration at each receptor;
- Post-processed output as ASCII data file.

3.3.1.3 Develop menu-driven interface for post-processing software.

3.3.1.4 Provide training on the use of the post processors and interface to the NDEP staff.

The purpose of the concentration post-processing software is to read baseline-year and current-year input data files (i.e., output files from AerMod dispersion modeling), combine these intopredicted increment values at each receptor by subtracting the baseline-year impact from the current-year impact, and write these results to an ASCII text output file (i.e., \*.dat file). The concentration post-processing software shall be designed to work with input data files for predicted impacts for one year of meteorological data at every receptor for a single averaging period. The output file format shall be consistent with AerMod output plot files to allow viewing with AerMod Graphic User Interfaces (GUIs), particularly Lakes Environmental AerMod View.

The purpose of the contribution post-processing software is to read the increment file generated by the paired-in-time analysis (concentration post processor output), read the output files from AerMod dispersion modeling, determine the contribution to the increment caused by each of the listed files at a specific receptor, and write the results to an ASCII text output file.

The successful vendor will develop a menu-driven interface or graphical users interface (GUI) linking the post-processing software with the emission inventories, modeling platform, and graphics software in consultation with the NDEP.

### **3.3.2 Task 2 Emissions Inventory Update**

3.3.2.1 Update emission rates for mobile, area, and fugitive sources in PSD increment-triggered HAs of PSD-triggered pollutants on a pollutant-by-pollutant basis for current conditions and the minor source baseline date.

- Current emission inventories should utilize EPA's 2008 National Emissions Inventory;
- Baseline emission inventories should utilize the NEI closest in time while preceding the minor source baseline date.

3.3.2.2 Update emission rates for stationary sources located both within a triggered HA and within Clark County or Washoe County, of PSD triggered pollutants on a pollutant-by-pollutant basis for current conditions.

- Major sources located within 50 km of a triggered HA.

Baseline and current emission inventories shall be prepared for mobile, area, and fugitive sources across HA83. Mobile source emissions, both on-road and non-road, include railroad, paved road, and unpaved road emissions. Non-road mobile source emissions shall also be prepared.

Baseline and current emission inventories shall be prepared for area source emissions or non-permitted stationary source emissions. Area sources include activities such as residential wood burning, natural gas/propane home heating, charbroiling, oil and gas wells, etc. The area source inventory shall include any major metropolitan area within 25 km of the boundary of a triggered HA.

Baseline and current emission inventories shall be prepared for fugitive sources, both anthropogenic and agriculture. Fugitive sources include open disturbed land areas, natural or native areas, and farmland activities such as tilling, burning, etc.

County-wide emission data shall be obtained from the U.S. Environmental Protection Agency (EPA) National Emission Inventory (NEI) database, formerly known as the National Emissions Trends (NET) database, for the baseline period and current emissions.

NEI data are currently available only for years 1990, 1996 through 2001, and 2002. The successful vendor shall obtain annual, county-wide emissions estimates to represent baseline conditions, and 2008 emission estimates for current conditions. If the minor source baseline date falls outside the years available from the NEI, the mobile, area, and fugitive source emissions shall be estimated by linear regression prior to apportionment. The 2008 NEI data will become available in September 2010.

Mobile, area, and fugitive source emissions shall be apportioned into 1-km by 1-km grid cells based on spatial surrogates and then totaled to give a single emission rate for each 1-km by 1-km grid cell. Spatial surrogates include vehicle miles traveled, railroad segment length, land use/land cover, and population density data, among others. The apportionment methodology shall be consistent with the

contractor report (Tetra Tech, 2007a), Group 2 Baseline Emission Inventories for the Increment Tracking System, pages 6 through 33, inclusive and Table B-1.

Current emission inventories shall be prepared for stationary sources located within the PSD triggered portions of Clark County and Washoe County and major sources stationary sources located within 50 km of a triggered HA. Major sources, both in a triggered HA and those in within 50 km of a triggered HA shall be reviewed for changes since the major baseline data. Minor sources in the Clark County and Washoe County portions of triggered HAs shall be reviewed for changes since the minor baseline date. Stationary source emission inventories for all triggered HAs will be reviewed for completeness.

Both long-term and short-term (annual and hourly) permitted (or allowable) emission rates, facility pollutant totals, and stack parameters for air dispersion modeling shall be compiled for stationary sources of the PSD pollutants. Source parameters include Universal Transverse Mercator (UTM) coordinates for the emission point using the North American Datum of 1983 (NAD83), stack heights, stack gas exit velocities, and stack gas exit temperatures. Facility fenceline and building dimension data will also be collected for baseline and current conditions to facilitate air dispersion modeling and downwash analysis.

### **3.3.3 Task 3 Meteorological Data Update**

3.3.3.1 Process two (2) years of current representative meteorological data.

- On-site meteorological data, provided by the NDEP, shall be evaluated for use in air dispersion modeling. Alternatively, National Weather Service meteorological data may be used for some HAs;
- Upper air data for the same period of time.

3.3.3.2 Provide assessment regarding use of data for NAAQS and PSD increment modeling assessments.

- Explain significance of any warning messages in AerMet output file.

The meteorological data pre-processor AerMet shall be used to develop meteorological input data for the modeling analysis. Current on-site meteorological data collected by facilities shall be evaluated for use in air dispersion modeling and processed into model-ready format using AerMet, as appropriate. Alternatively, NWS meteorological data will be used. Additional surface data collected from by the NWS shall be used to substitute for any missing values from on-site data. Twice-daily upper air soundings shall be acquired from the National Climatic Data Center as the final AerMet input.

Estimates of albedo of the ground, Bowen ratio, and surface roughness utilized by AerMet shall be based on the land use at the meteorological station generated by AerSurface, a surface characteristics preprocessor. The successful vendor will provide an assessment of appropriateness of these data for use in air dispersion modeling for review by the NDEP prior to processing the meteorological data.

Some of the meteorological data available to the NDEP may include parameters for wind speed and wind direction at three levels (10, 55, and 100 meters), barometric pressure, temperature, relative humidity, standard deviation of horizontal wind direction at all three levels, and standard deviation of vertical wind speed at all three levels.

The AerMet output files shall be reviewed and all warning or error messages fully explained relative to their effects on the dispersion modeling. All input and output data files will be given to the NDEP.

### **3.3.4 Task 4 Air Dispersion Modeling and Post-Processing**

3.3.4.1 Conduct air dispersion modeling analysis utilizing AerMod code and post-processing techniques to determine existing PSD increment status. The dispersion modeling shall be conducted in compliance with established NDEP and EPA guidelines and accepted practices to evaluate compliance with PSD increment standards for SO<sub>2</sub>, NO<sub>2</sub>, and PM<sub>10</sub>.

Model runs will be executed for each PSD-triggered pollutant for both the baseline and current year emissions, for each applicable short-term and long-term averaging period for each year of meteorological data. The air dispersion modeling and increment analysis shall be conducted on a paired-in-time basis in that the baseline and current emissions will be modeled with the same meteorological data.

Air dispersion modeling shall utilize receptor grids proposed by the successful vendor and approved by the NDEP. Model results at receptors inside a property fenceline may not represent accurate modeled increment consumption values because an emission source does not consume PSD increment within its own fenceline. Therefore, receptors located inside the stationary source fenceline will be eliminated from the receptor grid utilized for modeling that facility. Building downwash analysis shall be conducted for stationary sources within the triggered HAs that have building dimension data.

The successful vendor shall investigate the regulatory and practical constraints to eliminating receptors within a 1-km by 1-km grid cell when modeling the area, mobile, and fugitive emissions from that grid cell. The vendor will provide recommendations on this issue to the NDEP, the NDEP will evaluate the options, and the successful vendor and the NDEP will develop the modeling approach.

Baseline and current building and fenceline data should be collected where possible to ensure that the facilities are modeled in their existing configuration for the appropriate timeframe.

Model runs shall be conducted for all sources, including stationary, fugitive, mobile, and area sources within the triggered HA and all major stationary sources within 50 km of the triggered HA. Emissions from all sources as of the baseline date shall be included in the baseline modeling runs, and emissions from all current sources shall be modeled in the current year modeling runs.

Model output shall be used for post processing. The output files from the modeling will be post processed to subtract baseline year impacts from current year impacts to determine PSD increment consumption on a facility-by-facility basis. Pollutant impacts from baseline sources shall be subtracted from pollutant impacts from current sources on a receptor-by-receptor basis with the difference resulting in PSD increment consumption or expansion.

All input and output data files will be provided to the NDEP. This task utilizes work products from Task 1, post-processing software; Task 2, updated emissions inventories; and Task 3, updated meteorological data.

### **3.3.5 Task 5 Documentation and Reporting**

3.3.5.1 The successful vendor will attend a kickoff meeting in Carson City, NV to review the work plan and present a project timeline within 30 days of contract award.

3.3.5.2 The successful vendor will submit quarterly progress reports within two (2) weeks of the end of each quarter through the duration of the project. The progress reports will document progress to date, issues affecting progress and their resolution, and anticipated schedule for next reporting period.

3.3.5.3 The successful vendor will attend annual status meetings and make presentations in Carson City, NV documenting progress to date, issues affecting progress and their resolution, and anticipated schedule for the next year.

3.3.5.4 The successful vendor shall prepare and submit a written report of the study one month prior to the end of the contract period. At this time the successful vendor will make a presentation relating to the study and final report to BAQP staff in Carson City. All revisions shall be completed by the vendor under the direction of the BAQP or its designee by a date agreed upon by both parties, but no later than the end of the contract.

All work will be documented in quarterly progress reports and final reports. All methods for data collection and emissions calculations must be documented. Data collection resources shall be well documented and referenced in the document. All emissions calculation methods, EPA-approved and alternative method, shall be referenced and, if available, the full text of the methods shall be provided. All assumptions and hypothesis (if any) shall be well documented and explained. Any software development code shall be documented and provided. Software and interfaces developed for this project shall become the exclusive property of the NDEP.

## **3.4 GENERAL REQUIREMENTS**

The spatial data will be referenced to the Universal Transverse Mercator (UTM) projection, Zone 11. The project datum is the North American Datum of 1983 (NAD83) and the horizontal units are meters.

All documents submitted to the NDEP will be in triplicate in conjunction with an electronic copy in portable document format (pdf) of the entire document.

Quality assurance and quality control (QA/QC) procedures and methods shall be defined, verified, and well documented for the UTM coordinates, activity data, emissions, fence lines, and stack parameters.

### **References:**

Tetra Tech, 2003a, Prevention of Significant Deterioration Increment Tracking System Technical Support Document, prepared for State of Nevada Division of Environmental Protection, April. Available at [http://ndep.nv.gov/baqp/planmodeling/ndep\\_epa\\_its\\_tsd.pdf](http://ndep.nv.gov/baqp/planmodeling/ndep_epa_its_tsd.pdf).

Tetra Tech, 2003b, Revised Air Quality Modeling Report, Assessment of PSD Increment in the Fernley Area and Truckee River Corridor, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, August.

Available at <http://ndep.nv.gov/baqp/planmodeling/TruckeeReport-Final.pdf>

Tetra Tech, 2003b, Air Quality Modeling Report, Assessment of PSD Increment in the Clovers Area, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, November.

Available at <http://ndep.nv.gov/baqp/planmodeling/CloversReport-Final.pdf>.

Tetra Tech, 2007a, Group 2 Baseline Emission Inventories, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, March.

Abbreviated electronic copy available upon request.

Tetra Tech, 2007b, Group 1 Baseline Emission Inventories, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, August.

Abbreviated electronic copy available upon request.

Tetra Tech, 2007c, Group 4 Baseline Emission Inventories, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, October.

Abbreviated electronic copy available upon request.

Tetra Tech, 2007d, Group 3 Baseline Emission Inventories, prepared for Bureau of Air Quality Planning, Nevada Division of Environmental Protection, November.

Abbreviated electronic copy available upon request.

## **4. COMPANY BACKGROUND AND REFERENCES**

### **4.1 PRIMARY VENDOR INFORMATION**

#### **4.1.1 Company ownership (sole proprietor, partnership, etc).**

- 4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.
- 4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>. Vendors must provide the following:
- Nevada Business License Number
  - Legal Entity Name
  - Is "Legal Entity Name" the same name as vendor is doing business as?  Yes  No  
If "No," provide explanation.
- 4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.
- 4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.
- 4.1.4 Number of employees both locally and nationally.
- 4.1.5 Location(s) from which employees will be assigned.
- 4.1.6 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 4.1.7 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.8 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 4.1.9 Has the vendor ever been engaged under contract by any State of Nevada agency?  
 Yes  No If "Yes," specify when, for what duties, and for which agency.
- 4.1.10 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes  No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 4.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 4.1.12 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
- 4.1.12.1 Dun and Bradstreet number
  - 4.1.12.2 Federal Tax Identification Number
  - 4.1.12.3 The last two - (2) years and current year interim:  
Profit and Loss Statement  
Balance Statement

## 4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

- 4.2.1 Client name;
- 4.2.2 Project description;
- 4.2.3 Project dates (starting and ending);
- 4.2.4 Staff assigned to reference engagement that will be designated for work per this RFP;
- 4.2.5 Client project manager name, telephone number, fax number and e-mail address.

### 4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

If "Yes", vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.
- 4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

## 5. COST

**Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1880", please refer to the Submittal Instructions for further instruction.**

- 5.1 Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated.

**6. PAYMENT**

- 6.1 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the using agency's approval.

Payment tied to an hourly rate or on an "as needed basis".

The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

**7. SUBMITTAL INSTRUCTIONS**

- 7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP.

The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.

The deadline for submitting questions is August 25, 2010, at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about August 31, 2010.

- 7.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Deadline for submitting questions	August 25, 2010 @ 2:00 p.m.
Answers to all questions submitted available on or about	August 31, 2010
Deadline for submittal of Reference Questionnaires	September 21, 2010 @ 2:00 p.m.
<b><u>Deadline for submission and opening of proposals</u></b>	<b>September 22, 2010 @ 2:00 p.m.</b>
Evaluation period	September 22 – October 30, 2010
Selection of vendor	September 30, 2010

***NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.***

- 7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

**Part I: Technical Proposal**

One (1) original marked "MASTER"

Seven (7) identical copies

One (1) identical copy on CD (Note: CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

**"Technical Proposal in Response to RFP No. 1880"**

**Part II: Cost Proposal:**

One (1) original marked "MASTER"

Seven (7) identical copies

One (1) identical copy on CD (Note: CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

**"Cost Proposal in Response to RFP No. 1880"**

**Part III: Confidential Information:**

One (1) original marked "MASTER"

One (1) identical copy

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

**"Confidential Information in Response to RFP No. 1880"**

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1880

**PROPOSAL OPENING DATE: September 22, 2010 @ 2:00 p.m.**

FOR: Update of NDEP's Increment Tracking

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, September 22, 2010.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division  
Lyn Callison, Purchasing Officer  
515 E. Musser Street, Suite 300  
Carson City, NV 89701

- 7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.
- 7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

- 7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, CD, or on the State Purchasing Division's website in PDF or Word format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or CD, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.
- 7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

## 8. PROPOSAL EVALUATION AND AWARD PROCESS

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

Note: Financial stability will be scored on a pass/fail basis

**Proposals shall be kept confidential until a contract is awarded.**

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

**9. TERMS, CONDITIONS AND EXCEPTIONS**

- 9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 9.2 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 9.3 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 9.4 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 9.5 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 9.6 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 9.7 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 9.8 When applicable, proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. A review of these documents will be necessary to determine if a bid is in the best interest of the State.
- 9.9 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 9.10 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 9.11 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

- 9.12 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 9.13 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.
- 9.14 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 9.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 9.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 9.17 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 9.18 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- 9.19 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.20 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance

coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 9.21 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 9.22 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 9.23 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 9.24 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 9.25 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

- 9.26 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 9.27 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 9.28 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 9.29 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 9.30 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

**10. SUBMISSION CHECKLIST**

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

**Part I:**

**Completed**

- 1. Required number of Technical proposals (per Submittal Instructions) \_\_\_\_\_
- 2. **Required Forms to be submitted with technical proposal under section/tab labeled “State Documents”;**
  - a. Page 1 of the RFP completed \_\_\_\_\_
  - b. All Amendments completed and signed \_\_\_\_\_
  - c. Primary Vendor Attachments A & B signed \_\_\_\_\_
  - d. Subcontractor Attachment A & B signed (if applicable) \_\_\_\_\_
  - e. Primary Vendor Information provided \_\_\_\_\_
  - f. Subcontractor Information provided (if applicable) \_\_\_\_\_
  - g. Certificate of Insurance \_\_\_\_\_
  - h. (other) \_\_\_\_\_

**Part II:**

- 1. Required number of Cost proposals (per Submittal Instructions) \_\_\_\_\_
- 2. (other) \_\_\_\_\_

**Part III:**

- 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) \_\_\_\_\_
- 2. Financial Information \_\_\_\_\_

**REMINDERS:**

- 1. Send out Reference forms for Primary Vendor (with Part A completed) \_\_\_\_\_
- 2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) \_\_\_\_\_

### 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: **11783**

Agency Name: <b>DEPARTMENT OF TRANSPORTATION</b>	Legal Entity Name: Dept. of Public Safety Office of Traffic Safety
Agency Code: <b>800</b>	Contractor Name: <b>Dept. of Public Safety Office of Traffic Safety</b>
Appropriation Unit: <b>4660-16</b>	Address: <b>107 Jacobsen Way</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Carson City, NV 89711</b>
If "No" please explain: Not Applicable	Contact/Phone: null775.684.7470
	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 %
<b>X</b> Federal Funds	<b>95.00 %</b>	Bonds	0.00 %
<b>X</b> Highway Funds	<b>5.00 %</b>	Other funding	0.00 %

Agency Reference #: P338-10-016

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 12/2010

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Termination Date: **12/31/2014**

Contract term: **4 years and 31 days**

4. Type of contract: **Cooperative Agreement**

Contract description: **NCATS Mod Project**

5. Purpose of contract:

**This is a new cooperative agreement to implement a new electronic crash reporting system currently used by DPS and NDOT.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00**

#### II. JUSTIFICATION

7. What conditions require that this work be done?

In support of the Nevada Strategic Highway Safety Plan to reduce highway fatalities and serious injuries on Nevada highways, NDOT and DPS will upgrade/replace the outdated electronic crash reporting system used by law enforcement. the new system will allow for improved ability to perform crash data analysis acrossed agencies.

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

Proprietary sofeware can only be installed by the company providing the sofeware and upgrade of the current system.

9. Were quotes or proposals solicited? **No**

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

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

**Not Applicable**

b. Solicitation Waiver: **Not Applicable**

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

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	12/06/2010 15:26:00 PM
Division Approval	eisenhar	12/06/2010 15:26:03 PM
Department Approval	eisenhar	12/06/2010 15:26:05 PM
Contract Manager Approval	eisenhar	12/06/2010 15:26:08 PM
Budget Analyst Approval	cwatson	12/20/2010 14:23:56 PM
Team Lead Approval	cwatson	12/20/2010 14:24:00 PM
BOE Agenda Approval	cwatson	12/20/2010 14:24:05 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: **11623**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3254-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOUTHERN CALIFORNIA COLLEGE**Contractor Name: **SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY**Address: **2575 YORBA LINDA BLVD**City/State/Zip: **FULLERTON, CA 92831**

Contact/Phone: John Nishimoto 714/870-7226

Vendor No.: T81032817

NV Business ID: NV20101614325

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

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

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 1593-13-BSBVI (RFP#1001)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/12/2011**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**3. Termination Date: **12/31/2013**Contract term: **2 years and 354 days**4. Type of contract: **Contract**Contract description: **Low Vision Clinic**

5. Purpose of contract:

**This is a new contract to provide for the establishment and operation of 3-day clinic sessions for professional eye care services to help and enable people with low vision, who may be helped by low vision aides and/or special training, to improve their ability to use their remaining vision so they can be independent and better able to meet the demands in an employment environment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$137,035.00**

Other basis for payment: Contractor will provide 30 3-day low vision clinic sessions at 10 sessions per year. Contactor will bill an amount of \$4,500 per clinic session for calendar year 2011; \$4,567.50 per clinic session for calendar year 2012; and \$4,636 per clinic session for calendar year 2013. Payment will be made upon receipt and approval of invoice. The total amount of this contract is not to exceed \$137,035 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

NRS 426.550, NRS 426.600

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

State employees do not possess the time or the experience to provide this service, nor the proper licensing and certification in Optometry with special training in low vision.

9. Were quotes or proposals solicited? **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 the only respondent to the RFP and is the current contractor performing satisfactory service.

d. Last bid date: 08/05/2010 Anticipated re-bid date: 08/05/2014

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Southern California College of Optometry has been providing satisfactory service for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired since August 2008.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	09/27/2010 15:59:05 PM
Division Approval	tnash	11/19/2010 09:17:59 AM
Department Approval	tnash	11/19/2010 09:18:02 AM
Contract Manager Approval	bfor1	11/19/2010 09:30:38 AM
Budget Analyst Approval	knielsen	12/17/2010 10:16:05 AM
Team Lead Approval	cwatson	12/17/2010 13:36:56 PM
BOE Agenda Approval	cwatson	12/17/2010 13:36:59 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **11728**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-17**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**Address: **UNR CONTROLLERS OFFICE  
MAIL STOP 0124**City/State/Zip: **RENO, NV 89557-0025**

Contact/Phone: Jennifer Booth 775/784-4062

Vendor No.: D35000816

NV Business ID: Government Entity

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.

**X** General Funds **21.30 %** Fees 0.00 %**X** Federal Funds **78.70 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 1597-15-Rehab

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: **12/31/2014**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Customer Surveys**

5. Purpose of contract:

**This is a new contract to provide telephone surveys, longitudinal analysis and proposed project innovation to determine customer satisfaction with services provided by the division and to assess basic needs of individuals with disabilities who seek employment.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$154,041.87**

Other basis for payment: The University of Nevada, Reno/Center for Research Design and Analysis agrees to provide the services set forth in paragraph (6). Upon approval of submitted quarterly invoices, payment will be made not to exceed \$57,636.17 in the first year; \$40,891.59 in the second year; \$37,644.97 in the third year; and \$17,869.14 in the fourth year of the contract. Quarterly invoices are to be received no later than May 31st, August 31st, November 30th and February 28th of each calendar year for the term of the contract. The contract total is not to exceed \$154,041.87 for the term of the contract.

**II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to 34CFR 361.17 (h)(4), 361.16 (C)(v), the Rehabilitation Act of 1973, as Amended, Section 105 (c)(2)(B)(4) and the Nevada State Rehabilitation Council (NSRC).

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

State employees do not possess the expertise to perform these services.

9. Were quotes or proposals solicited?

Yes

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

The RFP was completed by the Rehabilitation Division. After careful deliberation, this vendor was chosen by the evaluation committee.

d. Last bid date: 08/04/2010 Anticipated re-bid date: 06/01/2014

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor is currently under contract with the Nevada Department of Employment, Training and Rehabilitation, Rehabilitation Division, and has been performing satisfactorily since 2006.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: 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	11/08/2010 14:48:37 PM
Division Approval	mcol1	11/24/2010 11:59:48 AM
Department Approval	tnash	12/03/2010 15:00:14 PM
Contract Manager Approval	bfor1	12/06/2010 12:03:02 PM
Budget Analyst Approval	knielsen	12/13/2010 14:04:46 PM
Team Lead Approval	cwatson	12/17/2010 15:00:25 PM
BOE Agenda Approval	cwatson	12/17/2010 15:00:28 PM
BOE Final Approval	Pending	

**CONTRACT SUMMARY**

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

**I. DESCRIPTION OF CONTRACT**1. Contract Number: **11781**

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: **WORKFORCE CONNECTIONS**  
 Contractor Name: **WORKFORCE CONNECTIONS**  
 Address: **dba SNWIB**  
**7251 W LAKE MEAD BLVD STE 200**  
 City/State/Zip: **LAS VEGAS, NV 89128-8365**  
 Contact/Phone: **David Jefferson 702/638-8750**  
 Vendor No.: **T81079028**  
 NV Business ID: **Governmental Entity**

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

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

General Funds	0.00 %	Fees	0.00 %
<b>X</b> Federal Funds	<b>100.00 %</b>	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY10-GR(09)-SNWIB 02**

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: **06/30/2011**Contract term: **179 days**4. Type of contract: **Interlocal Agreement**Contract description: **Aligning Initiatives**

5. Purpose of contract:

**This is a new interlocal agreement to provide funds authorized under the Workforce Investment Act (WIA) of 1998, CFR part 652 et al. Governor's Reserve funds for the purpose of aligning Nevada's workforce development initiatives as outlined in the Governor's Workforce Investment Board's strategic plan.**

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00****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 Boards to facilitate the required employment and training services in compliance with WIA**

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

**Not Applicable**b. Solicitation Waiver: **Not Applicable**

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

[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?

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 SNWIB has been under contract with the Department of Employment, Training and Rehabilitation since 1999 and performing satisfactorily.

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

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

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	12/07/2010 13:15:40 PM
Division Approval	tnash	12/07/2010 15:39:08 PM
Department Approval	tnash	12/07/2010 15:39:10 PM
Contract Manager Approval	tnash	12/07/2010 15:42:57 PM
Budget Analyst Approval	knielsen	12/27/2010 12:09:53 PM
Team Lead Approval	cwatson	12/27/2010 13:09:16 PM
BOE Agenda Approval	cwatson	12/27/2010 13:09:20 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: **10426** Amendment Number: **1**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **TIBERTI COMPANY, THE**

Agency Code: **902** Contractor Name: **TIBERTI COMPANY, THE**

Appropriation Unit: **All Appropriations** Address: **TIBERTI FENCE COMPANY**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89118-1506**

If "No" please explain: **Not Applicable** Contact/Phone: **JAMES BRADSHAW/DAN LEAVITT**  
**702/382-7080**

Vendor No.: **PUR0001695**

NV Business ID: **NV20101472051**

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 %	<b>X</b> Other funding	<b>100.00 % ALL DETR budget accounts</b>

Agency Reference #: 1315-11-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/29/2010**

Anticipated BOE meeting date 01/2011

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **06/30/2011**

Contract term: **1 year and 151 days**

4. Type of contract: **Contract**

Contract description: **Fence & Gates**

5. Purpose of contract:  
**This is an amendment to the original contract, which provides for repair and installation of fencing and gates at Department of Employment, Training and Rehabilitation facilities. This amendment increases the maximum amount from \$9,500 to \$22,500 due to increased incidents of vandalism.**

#### 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:	\$13,000.00
4. New maximum contract amount:	\$22,500.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
Repeated incidents of vandalism on site require fencing as an added security measure.

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 and expertise to do the job.

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 box for vendor names]

b. Solicitation Waiver: **Not Applicable**

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

One in the vendor pool.

d. Last bid date: 12/08/2009 Anticipated re-bid date: 03/01/2011

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor is doing various jobs for other state agencies through State Purchasing, and is 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:

Other **This entity is organized as a general partnership. Per Patti Isaman in Secretary of State's office on 12/6/10, entities organized as general partnerships are not required to be registered with the Nevada Secretary of State's office. They are only required to pay for the business license.**

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?

No b. If "NO", please explain.

**The entity is active as far as having paid for the required business license, but the entity is not required to be in any type of standing with the Nevada Secretary of State's office due to being organized as a general partnership (per Patti Isaman in the Nevada Secretary of State's office on 12/6/10).**

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	12/07/2010 13:13:58 PM
Division Approval	tnash	12/07/2010 15:37:03 PM
Department Approval	tnash	12/07/2010 15:37:05 PM
Contract Manager Approval	bfor1	12/08/2010 16:50:47 PM
Budget Analyst Approval	knielsen	12/13/2010 14:09:18 PM
Team Lead Approval	cwatson	12/17/2010 15:01:37 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: **11773**

Agency Name: <b>EMPLOYMENT SECURITY DIVISION</b>	Legal Entity Name: <b>XCEL MAINTENANCE SERVICES, INC.</b>
Agency Code: <b>902</b>	Contractor Name: <b>XCEL MAINTENANCE SERVICES, INC.</b>
Appropriation Unit: <b>All Budget Accounts - Category 04</b>	Address: <b>8920 COLORFUL PINES AVE</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>LAS VEGAS, NV 89143-4403</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Kathia Winchell 702/341-9235</b>
	Vendor No.: <b>T81103343</b>
	NV Business ID: <b>NV20021426879</b>
To what State Fiscal Year(s) will the contract be charged? <b>2011-2015</b>	

What is the source of funds that 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 %	<b>X</b> Other funding	<b>100.00 % All DETR Budget Accounts</b>

Agency Reference #: **RFP #1881**

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: **12/31/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

**This is a new contract is to provide janitorial services, including a day porter, at 2800 E. St. Louis Avenue, Las Vegas, NV.**

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 \$0.00 per month

Other basis for payment: \$12,000 per month; \$18 per extra hour rate (as requested).

#### II. JUSTIFICATION

7. What conditions require that this work be done?

**It is necessary to maintain a clean environment to protect the health and well being of customers, visitors, and staff at DETR locations.**

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

**No State Employees do not have the expertise or equipment to perform these services.**

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

### III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

d. Is the contractor employed by any of Nevada's political subdivisions or 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:

Xcel Maintenance currently provides services for 2800 East Saint Louis Avenue, Las Vegas, Nevada and performs satisfactorily.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	12/03/2010 15:57:29 PM
Division Approval	tnash	12/06/2010 15:53:59 PM
Department Approval	tnash	12/17/2010 10:22:23 AM
Contract Manager Approval	bfor1	12/17/2010 10:27:29 AM
Budget Analyst Approval	knielsen	12/17/2010 12:30:54 PM
Team Lead Approval	cwatson	12/17/2010 13:38:10 PM
BOE Agenda Approval	cwatson	12/17/2010 13:38:15 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: **11133** Amendment Number: **1**

Agency Name: **DEFERRED COMPENSATION** Legal Entity Name: **Mercer Consulting**

Agency Code: **920** Contractor Name: **Mercer Consulting**

Appropriation Unit: **1017-04** Address: **777 South Figueroa Street Suite 1900**

Is budget authority available?: **Yes** City/State/Zip: **Los Angeles, CA 90017**

If "No" please explain: **Not Applicable** Contact/Phone: **212 345-8621 213 346-2282**

Vendor No.:  NV Business ID: **NV20091072920**

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 %	<b>X</b> Other funding	<b>100.00 % Administration Charges</b>

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 **01/2011**

Retroactive? **No**

If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **12/31/2011**

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

**Contractor will provide quarterly investment analysis and biannual compliance reviews for Program. Investment Consulting Previously Approved: \$360,000 max contract at \$410,000. Contractor will provide quarterly investment information and biannual compliance audits for Plan. Investment Consulting: \$350,000 max contract \$400,000.**

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$410,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$10,000.00
4. New maximum contract amount:	\$400,000.00

**II. JUSTIFICATION**

7. What conditions require that this work be done?

**The Committee oversees over \$440 million dollars of participant defined contribution retirement funds and contractor provides investment and compliance expertise to assist Committee in fulfilling its fiduciary duties.**

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

**No employee has the required level of knowledge or experience.**

9. Were quotes or proposals solicited? **Yes**

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

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

b. Solicitation Waiver: **Not Applicable**

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

The contractor has impressive system of ranking investment managers, commitment to plan governance, a co-fiduciary obligation, advance analytics to assist Committee in plan design, a history and culture that empasizes communicating industry trend, access to federal legislative updates on defined contribution plans and a competitive fee structure.

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 is an amendment to a current contract with the Deferred Compensation Program.

13. Is the contractor currently involved in litigation with the State 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	cjreed	10/15/2010 13:37:49 PM
Division Approval	cjreed	10/15/2010 13:37:54 PM
Department Approval	cjreed	10/15/2010 13:37:58 PM
Contract Manager Approval	rhughes	10/15/2010 13:41:50 PM
Budget Analyst Approval	leaston	10/19/2010 11:12:22 AM
Team Lead Approval	sday	12/13/2010 19:22:40 PM
BOE Agenda Approval	sday	12/13/2010 19:22:46 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: <b>11746</b>	Amendment Number: <b>1</b>
Agency Name: <b>MASTER SERVICE AGREEMENTS</b>	Legal Entity Name: <b>Laboratory Corporation of America</b>
Agency Code: <b>MSA</b>	Contractor Name: <b>Laboratory Corporation of America</b>
Appropriation Unit: <b>9999 - All Categories</b>	Address: <b>888 Willow Street</b>
Is budget authority available?: <b>Yes</b>	City/State/Zip: <b>Reno, NV 89502-1304</b>
If "No" please explain: <b>Not Applicable</b>	Contact/Phone: <b>Gayle Petersen 775 334-3496</b>
	Vendor No.: <b>T81043019</b>
	NV Business ID: <b>NV19761002182</b>
To what State Fiscal Year(s) will the contract be charged?	<b>2011-2015</b>
What is the source of funds that 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 %	<b>X Other funding 100.00 % Various Agency Funds</b>
Agency Reference #: <b>RFP 1770</b>	

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 **01/2011**

Retroactive? **No**  
 If "Yes", please explain

**Not Applicable**

3. Previously Approved Termination Date: **09/30/2014**  
 Contract term: **4 years**

4. Type of contract: **MSA**  
 Contract description: **Laboratory Services**

5. Purpose of contract:  
**This is an amendment to the original contract, which provides laboratory tests for client stays at several mental health facilities. This amendment increases the maximum amount from \$24,999 to \$1,000,000.00 due to the large number of tests required and incorporates a revised cost proposal.**

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:	\$975,001.00
4. New maximum contract amount:	\$1,000,000.00

#### II. JUSTIFICATION

7. What conditions require that this work be done?  
**Laboratory tests for client stays at several Mental Health facilities.**

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 facility, medical staff or the expertise to conduct these tests.**

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

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

b. Solicitation Waiver: **Not Applicable**

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

Evaluation Committee. Vendor has a Nevada business license and is in good standing in all areas of the Secretary of State Business requirements.

d. Last bid date: 04/20/2010 Anticipated re-bid date: 04/20/2014

10. Does the contract contain any IT components? No

**III. OTHER INFORMATION**

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

State of Nevada Purchasing for the past six years. Happy with the service provided.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	11/30/2010 16:48:50 PM
Division Approval	ldeloach	11/30/2010 16:48:53 PM
Department Approval	ktarter	12/02/2010 15:34:05 PM
Contract Manager Approval	lcalliso	12/03/2010 11:21:04 AM
Budget Analyst Approval	csawaya	12/22/2010 11:23:13 AM
Team Lead Approval	jmurph1	12/22/2010 11:26:52 AM
BOE Agenda Approval	jmurph1	12/22/2010 11:26:57 AM