

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: The Guinn Room
of the Capitol Annex
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: July 20, 2011, 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).** Items on the agenda may be taken out of the order presented, items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time at the discretion of the Chairperson.

AGENDA

1. PUBLIC COMMENTS

***2. FOR POSSIBLE ACTION – 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 Cultural Affairs – Division of Museums and History – \$2,884

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$2,884 due to a salary calculation error when making mandatory budget reductions.

***3. FOR POSSIBLE ACTION – REQUEST FOR NEVADA’S ENTRY INTO THE NONADMITTED INSURANCE MULTI-STATE AGREEMENT (NIMA)**

A. Department of Business and Industry – Insurance Division

Pursuant to Senate Bill 289, Section 17, of the 2011 Legislative session, the Insurance Commissioner may, with the approval of the State Board of Examiners, on behalf of the state enter into a multi-state agreement to preserve the ability of the State of Nevada to collect premium tax on multi-state risks.

***4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS**

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1052	Cultural Affairs/State Archives & Records	\$4,069	
1340	Department of Administration/ Budget And Planning	\$38,074	
3223	HHS – Office of Health Admin.	\$8,353	
	Total	\$50,496	

***5. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	State Contractor’s Board	Tech Park 5, LLC	\$1,914,444
	Lease Description:	This is an extension of an existing lease to house the Contractor’s Board. The landlord voluntarily reduced the lease rate. A savings of \$96,554. Term of Lease: 05/01/2011 – 11/30/2016	
2.	Commission on Judicial Discipline	Bart Investments, LLC	\$27,984
	Lease Description:	This is an extension of an existing lease which has been renegotiated to house the Commission on Judicial Discipline. A savings of \$11,256. Term of Lease: 08/01/2011 – 07/31/2013	

BOE #	LESSEE	LESSOR	AMOUNT
3.	Department of Employment, Training and Rehabilitation – Employment Security Division	Wells Fargo Financial Leasing	\$62,669
	Lease Description: This is a rental agreement which provides storage space for office supplies and forms for the Department of Employment, Training and Rehabilitation. Term of Lease: 07/01/2011 – 06/30/2013		
4.	Department of Employment, Training and Rehabilitation – Employment Security Division	Wells Fargo Financial Leasing	\$48,960
	Lease Description: This is a rental agreement which provides storage space for miscellaneous furniture, tools and supplies for the Department of Employment, Training and Rehabilitation. Term of Lease: 07/01/2011 – 06/30/2013		
5.	Department of Employment, Training and Rehabilitation – Employment Security Division	Wells Fargo Financial Leasing	\$40,320
	Lease Description: This is a rental agreement which provides storage space for the furniture left over from the Bureau of Disability Adjudication move, which has been surplus to the Employment Security Division for redistribution. Term of Lease: 07/01/2011 – 06/30/2013		
6.	Department of Wildlife	Cottonwood Cove Resort and Marina	\$3,996
	Lease Description: This is a new a lease agreement to provide boat slip rentals space for mooring of Department of Wildlife (NDOW) Safeboat Patrol Boat. NDOW uses the boat in support of its duties as the boating safety and law enforcement agency for Nevada. Mooring the boat at Cottonwood Cove on Lake Mojave allows for emergency response to Law Enforcement calls. Term of Lease: 07/01/2011 – 06/30/2012		

***6. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA DIVISION OF EMERGENCY MANAGEMENT	FEDERAL	\$50,000	
	Contract Description: This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada. Term of Contract: Upon Approval - 06/30/2012 Consultant: NO Contract # 12302					
2.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA HIGHWAY PATROL	FEDERAL	\$50,000	
	Contract Description: This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada. Term of Contract: Upon Approval - 06/30/2012 Consultant: NO Contract # 12304					
3.	012	NUCLEAR PROJECTS OFFICE - HIGH LEVEL NUCLEAR WASTE	NEVADA STATE HEALTH DIVISION	FEDERAL	\$40,000	
	Contract Description: This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada. Term of Contract: Upon Approval - 06/30/2012 Consultant: NO Contract # 12303					

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
4.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND	LEGAL WINGS, INC.	GENERAL	\$20,000	
	Contract Description:	This is a new contract to provide legal messenger services to include court document delivery to law offices and filing legal documents in various courts. The vendor will also serve summons, subpoenas, and other documents.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12308	
5.	030	ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND	RENO CARSON MESSENGER SERVICE	GENERAL	\$40,000	
	Contract Description:	This is a new contract to provide legal messenger services to include court document delivery to law offices and filing legal documents in various courts. The vendor will also serve summons, subpoenas, and other documents.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12300	
6.	030	ATTORNEY GENERAL'S OFFICE - UNFAIR TRADE PRACTICES- Non-Exec	PARKSIDE ASSOCIATES, LLC	OTHER: RECOVERIES	\$55,000	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides forensic accounting services for cases pertaining to mortgage lending services. This amendment increases the maximum amount of the contract from \$64,950 to \$119,950 due to an increased volume of cases.				
		Term of Contract:	04/16/2010 - 03/03/2014	Consultant: NO	Contract # 10750	
7.	040	SECRETARY OF STATE'S OFFICE	THE PERSIMMON GROUP, LLC	GENERAL	\$24,999	
	Contract Description:	This is a new contract to conduct a business process analysis of customer service operations, assess current customers' service processes and identify opportunities for realignment and improvement to reduce call times, enhance service delivery and knowledge and review and develop performance metrics.				
		Term of Contract:	Upon Approval - 09/16/2011	Consultant: NO	Contract # 12338	
8.	040	SECRETARY OF STATE'S OFFICE - HAVA ELECTION REFORM	DOMINION VOTING SYSTEMS, INC.	GENERAL 5% FEDERAL 95%	\$1,409,501	EXEMPT
	Contract Description:	This is a new contract to continue to meet federal requirements set forth in the Help America Vote Act of 2002 (HAVA), specifically Section 301, which requires the use of correctable and verifiable voting systems that notify the voter of selection errors. This contract provides for the purchase of additional and replacement equipment, and to ensure ongoing custom support and maintenance from the vendor whose equipment and services are used exclusively state-wide for all federal and state elections.				
		Term of Contract:	Upon Approval - 07/15/2013	Consultant: NO	Contract # 12337	
9.	052	TREASURER'S OFFICE - HIGHER EDUCATION TUITION ADMINISTRATION	BUCK CONSULTANTS, LLC	OTHER: TRANSFER FROM HIGHER ED TUITION TRUST	\$65,000	
	Contract Description:	This is a new contract to prepare the fiscal year 2011/2012, Actuarial Study required by NRS 353B.190 and the annual pricing models for the Nevada Prepaid Tuition contracts.				
		Term of Contract:	07/12/2011 - 06/30/2013	Consultant: NO	Contract # 12339	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
10.	080	DEPARTMENT OF ADMINISTRATION – DIRECTOR’S OFFICE	AERIS ENTERPRISES, INC.	GENERAL	\$267,750	SOLE SOURCE
	Contract Description:	This is a new contract to provide on-call technical support for the Consolidated Server applications on an as-needed basis over the FY 2011-13 biennium. This includes providing support for the following applications: Nevada Executive Budget System (NEBS), Nevada Employee Action and Timekeeping System (NEATS), Nevada Project Accounting System (NPAS), Human Resources Data Warehouse (HRDW), Nevada Applicant Tracking System (NVAPPS), Advantage Human Resources System, Contracts Tracking Database, and Nevada Open Government Initiative.				
		Term of Contract:	07/20/2011 – 06/30/2013	Consultant: NO	Contract # 12447	
11.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	BISON CONSTRUCTION, INC.	FEE: BUILDINGS GROUNDS BUILDING RENT INCOME FEES	\$100,000	
	Contract Description:	This is a new contract to provide ongoing general contractor services on an as needed basis and upon the request and approval of a Buildings & Grounds designee.				
		Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12283	
12.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	CAPITAL GLASS, INC.	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FUNDS	\$100,000	
	Contract Description:	This is a new contract for the ongoing provision of glass door repair and installation, replacement and installation of glass and glazing work, for various State buildings in Northern Nevada on an as needed basis and at the request and approval of a Buildings and Grounds designee.				
		Term of Contract:	07/20/2011 - 06/30/2015	Consultant: NO	Contract # 12292	
13.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	HEALTHY TREES	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$25,000	
	Contract Description:	This is a new contract for ongoing professional arborist services for any State facility in Northern Nevada on an as needed basis, and at the request and approval of a Buildings & Grounds designee.				
		Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12290	
14.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	INTERMOUNTAIN ELECTRIC, INC. DBA IME	FEE: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME FEES.	\$80,000	
	Contract Description:	This is an amendment to the original contract, which enables the contractor to submit bids to provide electrical services as needed and requested by Buildings and Grounds for State buildings in Carson City and Reno. This amendment extends the termination date from September 30, 2011 to March 31, 2013; updates Contractor’s Rate Structure; updates insurance requirements accordingly; and increases the maximum amount from \$20,000 to \$100,000 for anticipated projects over the next biennium including state agency mergers.				
		Term of Contract:	04/01/2009 - 03/31/2013	Consultant: NO	Contract # CONV6131	

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15.	082	DEPARTMENT OF ADMINISTRATION - BUILDINGS AND GROUNDS	JET SERVICES, INC. DBA JET PLUMBING & DRAIN SERVICES	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$50,000	
	Contract Description:	This is a new contract for the ongoing provision of plumbing, and domestic and irrigation backflow to various State buildings in Reno and Carson City, on an as needed basis and at the request and written approval of a Buildings and Grounds designee.				
		Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12301	
16.	101	COMMISSION ON TOURISM - NEVADA MAGAZINE	LUCA, JOE	OTHER: EARNED REVENUE	\$10,800	
	Contract Description:	This is a new contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of special promotions with various selling outlets and negotiate promotion fees; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc.				
		Term of Contract:	07/12/2011 - 06/30/2013	Consultant: NO	Contract # 12295	
17.	102	COMMISSION ON ECONOMIC DEVELOPMENT	OCG CREATIVE, INC.	GENERAL	\$24,000	
	Contract Description:	This is a new contract to provide a portion of Nevada's required cash match for the federal State Trade and Export Promotion (STEP) grant application through the U.S. Small Business Administration. The commission is issuing a separate marketing/public relations contract specific to this grant to facilitate federal reporting requirements. This is year 1 of a 3-year initiative (years two and three are dependent upon continued federal funding). The contractor, in conjunction with the commission, will be responsible for developing and implementing an outreach campaign to targeted businesses, as well as, preparing and distributing press releases on Nevada's STEP program milestones.				
		Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 12287	
18.	187	DEPARTMENT OF INFORMATION TECHNOLOGY - NETWORK TRANSPORT SERVICES	SOUTHWEST GAS CORPORATION	OTHER: REVENUE	\$11,326	
	Contract Description:	This is the first amendment to the original revenue contract, which provides rack space at Pennsylvania, Toulon and Fairview Peaks for Southwest Gas use. This amendment extends the termination from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$11,285.19 to \$22,611.33 to cover original and added lease term.				
		Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # 10020	
19.	187	DEPARTMENT OF INFORMATION TECHNOLOGY - NETWORK TRANSPORT SERVICES	WELLS RURAL ELECTRIC COMPANY	OTHER: REVENUE	\$7,743	
	Contract Description:	This is the first amendment to the original revenue contract, which provides for rack space rental at Spruce Mountain in Elko County. This amendment extends the termination date from June 30, 2011 to June 30, 2015 and increases the maximum amount from \$3,761.73 to \$11,504.97 to cover the increase in revenue over the next four years.				
		Term of Contract:	07/01/2009 - 06/30/2015	Consultant: NO	Contract # CONV6517	

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20.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	ACCESS TECHNOLOGIES SERVICES	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide accessibility plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6229				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12371		
21.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	ARCHITECTS + LLC	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide accessibility plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6227				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12369		
22.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	BLACK EAGLE CONSULTING, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6029				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12309		
23.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	BLACK EAGLE CONSULTING, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No.6041				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12312		
24.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	BLAKELY JOHNSON & GHUSN, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan Checking services are only paid for as services are rendered. SPWB Contract No. 6048				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12320		

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25.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	CHARLES ABBOTT ASSOCIATES, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide code plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6232				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12373		
26.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	CIVILWORKS, LLC	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6024				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12285		
27.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	CONSTRUCTION MATERIALS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6042.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12318		
28.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	CONSULTING SERVICES ASSOC, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6025				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12291		
29.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	DG KOCH ASSOCIATES, LLC	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide mechanical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6158				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12362		

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30.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	DYNAMIC COMMISSIONING SOLUTIONS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$200,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide third party commissioning services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Commissioning services are only paid for as services are rendered. SPWD Contract No. 6165				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12370		
31.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	EARTH SCIENCE CONSULTANTS	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6043.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12277		
32.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	EARTH SCIENCE CONSULTANTS	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6030.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12278		
33.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	FERRARI SHIELDS & ASSOCIATES	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6050.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12355		
34.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	GEOTECHNICAL & ENVIRONMENTAL	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE.	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6031				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12276		

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35.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	GEOTECHNICAL & ENVIRONMENTAL	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE.	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6044.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12281	
36.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	GUNDERSON ASSOCIATES LTD	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6026				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12294	
37.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	HARRIS CONSULTING ENGINEERS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide mechanical/electrical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6154				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12361	
38.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	HYTTINEN, ROGER DBA HYTTINEN ENGINEERING	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6052				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12327	
39.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	JOHN A MARTIN & ASSOCIATES OF NEVADA, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6053				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12356	

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40.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	LUMOS & ASSOCIATES	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6033				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12279		
41.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	LUMOS & ASSOCIATES	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide materials testing and inspections services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6036				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12282		
42.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	NINYO & MOORE	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide professional geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6034				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12296		
43.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	NINYO & MOORE	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6037.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12298		
44.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	PETTY & ASSOCIATES, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide mechanical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6160				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12368		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
45.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	PURCELL KROB ELECTRICAL PROF	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide electrical plan checking services for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6162				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12363	
46.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	RL BALOGH CONSULTING ENGINEERS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6055				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12357	
47.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	STANTEC CONSULTING SERVICES, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Project No. 6027				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12306	
48.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	TANEY ENGINEERING, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6028.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12307	
49.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	TECTONICS DESIGN GROUP, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6057				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12359	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
50.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	TJ KROB CONSULTING ENGINEERS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide electrical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6163				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12364	
51.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	WESTERN TECHNOLOGIES, INC.	OTHER: DEPENDS ON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6038				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12311	
52.	190	STATE PUBLIC WORKS BOARD PUBLIC WORKS BOARD All Budget Accounts	WRIGHT STRUCTURAL ENGINEERS	OTHER: DEPENDS UPON THE PROJECT REQUIRING SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6058				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12360	
53.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	WESTERN HEALTH CARE CORPORATION	OTHER: 50% MEDICAID; 50% VA REVENUE	\$20,000	
	Contract Description:	This is a new contract to provide mock Center for Medicare Services (CMS) and Veterans Affairs (VA) surveys and Medicare/Medicaid consulting support to the Nevada State Veterans Home (NSVH). Western Health Care performs mock surveys ahead of the annual surveys by the CMS and VA so that NSVH can identify potential issues and resolve them ahead of the actual surveys.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12245	
54.	240	OFFICE OF VETERANS SERVICES - THE GIFT ACCOUNT FOR VETERANS-Non-Exec	3TBEEP CORPORATION	OTHER: VETERANS GIFT ACCOUNT	\$500,000	
	Contract Description:	This is a new contract to perform public relations services for the Nevada Office of Veterans Services (NOVS). This contract will support the work of NOVS using various media channels to promote the services of NOVS and inform veterans of the benefits available to them.				
		Term of Contract:	07/12/2011 - 06/30/2015	Consultant: NO	Contract # 12289	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
55.	300	DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI	WESTED	FEDERAL	\$126,527	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides for the development of simulation based assessments, field testing, running pilot tests, data collection, and analysis. WestEd will complete the following revisions: Update the Learning Management System (LMS); update the LMS by adding functionality to the admin user type; update the simulation-based assessments on feedback from the six state Design Panels; and update the offline reflection activities based on feedback. This contract will also inform revisions to the assessments, refine analysis of performance by English learners and students with disabilities, and update the performance levels included in benchmark reports. This amendment increases the maximum amount from \$1,447,366 to \$1,573,892.80 due to enhancing the feasibility and utility of the simulation-based assessments.				
	Term of Contract:	10/01/2008 - 09/30/2011	Consultant: NO	Contract # 11659		
56.	332	DEPARTMENT OF CULTURAL AFFAIRS - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	EBSCO INDUSTRIES INC DBA EBSCO SUBSCRIPTION SERVICES	FEDERAL	\$400,000	
	Contract Description:	This is a new contract to provide access to online general periodical databases. These databases provide access to organized collections of articles through magazines, newspapers, and journals and are used remotely statewide through schools, academic, special and public libraries.				
	Term of Contract:	07/20/2011 - 06/30/2012	Consultant: NO	Contract # 12325		
57.	332	DEPARTMENT OF CULTURAL AFFAIRS - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	MAACK, STEPHEN	FEDERAL	\$74,940	
	Contract Description:	This is a new contract to provide an evaluation of statewide programs and services developed and delivered as part of the Nevada Library Services Technology Act (LSTA) plan within the state. The Nevada State Library and Archives is required to have an outside evaluation of the LSTA program every five years in order to be eligible to obtain federal Library Services and Technology Act (LSTA) funding.				
	Term of Contract:	Upon Approval - 03/31/2012	Consultant: NO	Contract # 12326		
58.	332	DEPARTMENT OF CULTURAL AFFAIRS - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY	THE GALE GROUP, INC.	GENERAL	\$304,913	
	Contract Description:	This is a new contract to provide access to K-12 curriculum-based databases. These databases provide access to current research and/or resources that address curriculum core content and framework used remotely statewide through schools and public libraries.				
	Term of Contract:	07/20/2011 - 06/30/2013	Consultant: NO	Contract # 12323		
59.	400	DEPARTMENT OF HEALTH AND HUMAN SERVICES - DIRECTOR'S OFFICE - PROBLEM GAMBLING	PROBLEM GAMBLING SOLUTIONS, INC.	OTHER: SLOT TAX	\$33,487	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide technical assistance to the Prevention of Problem Gambling grantees, staff and task force, as well as work closely with grantees and the agency to implement a strategic plan and a new fee-for-service payment method. These services are a continuation of an existing contract that will expire on June 30, 2011.				
	Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12340		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
60.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	LINCOLN COUNTY HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$25,000	
	Contract Description:	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lincoln County Hospital District to support and fund the state's share of the supplemental Upper Payment Limit (UPL) program for non-state, governmentally owned or operated hospitals. The supplemental UPL program pays the difference between Medicaid payments and the Medicare UPL amount.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12238	
61.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - INTERGOVERNMENTAL TRANSFER PROGRAM	SOUTH LYON HOSPITAL DISTRICT	OTHER: INTER-GOVERNMENTAL TRANSFER (IGT)	\$55,000	
	Contract Description:	This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District to support and fund the state's share of the supplemental Upper Payment Limit (UPL) program for non-state, governmentally owned or operated hospitals. The supplemental UPL program pays the difference between Medicaid payments and the Medicare UPL amount.				
		Term of Contract:	07/01/2011 - 06/30/2016	Consultant: NO	Contract # 12223	
62.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	NEVADA STATE HEALTH DIVISION, BUREAU OF HEALTH CARE QUALITY & COMPLIANCE	OTHER: NURSING FACILITY RESERVE	\$145,699	
	Contract Description:	This is a new interlocal agreement to coordinate awareness training in skilled nursing facilities to reduce infectious disease outbreaks, and to analyze and monitor data of infectious disease in the skilled nursing facilities environment.				
		Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12266	
63.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	ACCESS TO HEALTHCARE NETWORK	FEDERAL	\$542,592	
	Contract Description:	This is a new contract to provide Ryan White Comprehensive AIDS Resource Emergency (CARE) Act Program Part B eligibility and screening services for new and existing clients in all Nevada counties with the exception of Clark and Nye. Clark and Nye counties are covered under a different contract.				
		Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12198	
64.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	ACCESS TO HEALTHCARE NETWORK	FEDERAL	\$874,472	
	Contract Description:	This is a new contract to provide Ryan White Comprehensive AIDS Resource Emergency (CARE) Act Program Part B eligibility and screening services, and to process Health Insurance Continuation Program (HICP) claims, for new and existing clients in Clark and Nye counties.				
		Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12199	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
65.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNICABLE DISEASES	NORTHERN NEVADA HOPES	FEDERAL	\$5,774,780	
	Contract Description:	This is a new contract to provide pharmaceutical services to new and existing Ryan White CARE (Comprehensive AIDS Resources Emergency) Act clients in all counties of Nevada except Clark and Nye. Clark and Nye county services will be provided by a different vendor.				
	Term of Contract:	08/01/2011 - 07/31/2015	Consultant: NO	Contract # 12158		
66.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - HEALTH FACILITIES HOSPITAL LICENSING	UNLV SCHOOL OF HEALTH SCIENCES	OTHER: TRANSFER FROM DHCFP	\$145,699	
	Contract Description:	This is a new interlocal agreement to provide a contributing physician to the Health Division to improve the control and prevention of infectious diseases, in assisted living facilities, state-wide.				
	Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12254		
67.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION	CENTURION, INC.	GENERAL 31% FEDERAL 69%	\$18,443	
	Contract Description:	This is the second amendment to the original contract, which provides for the maintenance of the Voice Response Unit (VRU) for the Division of Welfare and Supportive Services, Information Systems unit. This amendment extends the termination date from June 30, 2011 to June 30, 2012, and increases the total authority by \$18,443.04 from \$50,718.36 to \$69,161.40 due to the implementation of the second of two (2) one year extension options. The rate remains unchanged since the contract was originally awarded September 12, 2008.				
	Term of Contract:	09/12/2008 - 06/30/2012	Consultant: NO	Contract # CONV5690		
68.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	HANSEN HUNTER & COMPANY PC	OTHER: MEDICARE	\$1,000,000	PROFESSIONAL SERVICE
	Contract Description:	This is a revenue contract for the vendor to determine the amount of co-insurance eligible to be claimed as a bad debt on the Medicare Cost Report prepared by the agency. The vendor will be reviewing database records of the agency to identify amounts of co-insurance and deductible eligible to be claimed as a bad debt on the Medicare cost report, which will in turn lead to the vendor submitting reconstructed bad debt listings to Medicare for reimbursement to the agency. This work could result in additional revenue being collected that had not been previously attainable.				
	Term of Contract:	Upon Approval - 06/30/2014	Consultant: NO	Contract # 11919		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
69.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	RICHARD NULL, APN	GENERAL 92% FEDERAL 8%	\$92,740	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide support for psychiatric services to the clients of Rural Services Community Mental Health Centers. Nursing and physician assistant services are necessary to provide direct consumer care, evaluations and screenings, medication prescriptions and management, triage, telephone consultation, training, and other such necessary services at mental health clinics in the rural outlying areas of the state.				
		Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12177	
70.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	GENERAL 57% FEDERAL 43%	\$53,856	
	Contract Description:	This is a new interlocal agreement with the UNR Psychology Department, Clinical Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.				
		Term of Contract:	07/12/2011 - 06/30/2013	Consultant: NO	Contract # 12313	
71.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SIERRA REGIONAL CENTER	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION	GENERAL 57% FEDERAL 43%	\$53,856	
	Contract Description:	This is a new interlocal agreement with the UNR Psychology Department, Behavioral Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12316	
72.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - NORTHERN NEVADA CHILD & ADOLESCENT SERVICES	VOGLER, BONNIE J	FEDERAL	\$30,000	
	Contract Description:	This is a new contract to provide dietary/nutritional consultation to Northern Nevada Child and Adolescent Services residential staff in developing menus and preparation of meals for residential consumers on a monthly basis in compliance with the Federal School/Lunch Program. Contractor will also provide health and sanitation training along with specific dietary consultation on an as needed basis. Contractor will prepare and file all reports/documents required by the federal government.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12248	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
73.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES - CHILD AND FAMILY SERVICES - SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	NEVADA PEP, INC.	GENERAL	\$162,214	SOLE SOURCE
	Contract Description:	This is a new contract to provide family to family support services including individual and group services. This is a six month contract as State Purchasing will be working on an RFP for these services.				
		Term of Contract:	Upon Approval - 12/31/2011	Consultant: NO	Contract # 12107	
74.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	ARMAC CONSTRUCTION, LLC	FEDERAL	\$39,176	
	Contract Description:	This is a new contract to replace the post indicator valve (PIV) and do some associated work at our Combined Support Maintenance Shop (CSMS) facility. The contractor will excavate and expose valves. A new vault will be installed that will encompass the complete PIV assembly. The contractor will raise the fire hydrant so that the base flange is 2" above final grade and check operation of on/off water supply valve and install a valve box over it for access. The contractor will supply Project Manager with a schematic drawing of what's underground with any changes and allow Project Manager to photograph site and review the new changes before the area is buried. Contractor will test and confirm the operation of the Siamese Fire Department Connection (FDC) and the 4' check valve between the FDC and the main line.				
		Term of Contract:	Upon Approval - 09/15/2011	Consultant: NO	Contract # 12270	
75.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	CUSTOM GLASS DISTRIBUTORS, INC.	FEDERAL	\$148,950	
	Contract Description:	This is a new contract to retrofit 231 replacement windows and weather strip 29 exterior door openings at the Stead Training Center (STC) and storefront replacement at the Army Aviation Support Facility (AASF).				
		Term of Contract:	Upon Approval - 10/12/2011	Consultant: NO	Contract # 12315	
76.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	H2O ENVIRONMENTAL, INC.	FEDERAL	\$24,000	
	Contract Description:	This is a new contract to provide the Nevada Army National Guard (NVARNG) with qualified hazardous waste disposal services for materials generated/used at NVARNG facilities within the state of Nevada. Services include profiling of unknown materials, manifesting, pick-up, transportation, labeling, documentation, reporting and ultimate treatment/disposal and recycling of material(s) from eleven (11) NVARNG facilities throughout the state.				
		Term of Contract:	Upon Approval - 07/12/2012	Consultant: NO	Contract # 12314	
77.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	NDI PLUMBING INC	FEDERAL	\$43,810	
	Contract Description:	This is a new contract to remove and replace compressed air lines, installing new gate valves, replace/rebuild the pressure reducing and filter manifolds, remove/replace the old grease supply line between the Organized Maintenance Shop (OMS) and the lube rooms, replace existing drops, and install new drops. Vendor will repair any air leaks in the entire system and supply some associated filters and parts at our Combined Support Maintenance Shop (CSMS) facility.				
		Term of Contract:	Upon Approval - 09/15/2011	Consultant: NO	Contract # 12269	
78.	440	DEPARTMENT OF CORRECTIONS - DIRECTOR'S OFFICE	RF MACDONALD	GENERAL	\$43,500	
	Contract Description:	This is a new contract to repair boiler #1 at Lovelock Correctional Center (LCC). The boiler developed leaks that required it to be shut down for repairs, leaving the facility with one operable boiler for over 1,650 inmates.				
		Term of Contract:	05/11/2011 - 09/30/2011	Consultant: NO	Contract # 12237	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
79.	440	DEPARTMENT OF CORRECTIONS - THREE LAKES VALLEY CONSERVATION CAMP	ABS SYSTEMS, INC.	GENERAL	\$138,129	
	Contract Description:	This is a new contract to provide preventative maintenance and system support for the temperature control systems at Southern Desert Correctional Center (SDCC) and Three Lakes Valley Conservation Camp (TLVCC).				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12349	
80.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	CLARK, COUNTY OF	GENERAL 4% HIGHWAY 96%	\$446,407	
	Contract Description:	This is a new interlocal contract to provide breath alcohol testing regulations for intoxication services required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Clark, Esmeralda, Lincoln and Nye. The services include certified personnel to maintain evidential breath testing devices; equipment calibration, repair, and maintenance; and training and certification of forensic analysts of alcohol and breath test instructors/operators.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12001	
81.	650	DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL	WASHOE, COUNTY OF	GENERAL 6.1% HIGHWAY 93.9%	\$516,080	
	Contract Description:	This is a new interlocal agreement to provide breath alcohol testing for intoxication services required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine. The services include certified personnel to maintain evidential breath testing devices; equipment calibration, repair, and maintenance; and training and certification of forensic analysts of alcohol and breath test instructors/operators.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12000	
82.	702	DEPARTMENT OF WILDLIFE - WILDLIFE CIP-Non-Exec	THE NATURE CONSERVANCY	BONDS: QUESTION 1 BOND FUNDS 25% FEDERAL 75%	\$55,993	
	Contract Description:	This is the first amendment to the original contract under the federal Landowner Incentive Program to build a boardwalk to provide visitor access while protecting the Nature Conservancy Torrance Ranch meadow/wetlands habitat. This amendment increases the maximum amount from \$40,000 to \$95,993 since the private company that was to donate building material went out of business and those costs are now incorporated into the contract.				
		Term of Contract:	12/28/2006 - 12/31/2012	Consultant: NO	Contract # CONV3569	
83.	702	DEPARTMENT OF WILDLIFE - HERITAGE- Non-Exec	LINCOLN COUNTY	OTHER: HERITAGE FUND	\$60,000	
	Contract Description:	This is a new interlocal agreement for removal of pinion and juniper trees that are a threat to wildlife habitat in an area of Lincoln County. The areas were previously cleared, but pinion and juniper have re-invaded. These areas provide a necessary component of wildlife habitat primarily for mule deer and elk. If nothing is done thousands of acres of habitat will be lost as the trees crowd out forage. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage program.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12284	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
84.	707	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - STATE LANDS - PROTECT LAKE TAHOE-Non-Exec	ASCENT ENVIRONMENTAL, INC.	OTHER: LAKE TAHOE ENVIRONMENTAL IMPROVEMENT PLAN (EIP)	\$275,340	
	Contract Description:	This is a new contract to provide professional engineering/architectural services to update the 1990 Lake Tahoe Nevada State Park General Management Plan (GMP). The contractor will prepare draft and final versions of the GMP in accordance with the established State Parks policy for GMPs, develop up to three alternatives and gather public input.				
		Term of Contract:	Upon Approval - 12/31/2012	Consultant: NO	Contract # 12259	
85.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	BROADBENT & ASSOCIATES, INC.	FEDERAL	\$242,449	
	Contract Description:	This is a new contract to provide historic Comstock Mill site identification, documentation and evaluation of cultural resources at a level sufficient to satisfy all intents and purposes of the National Historical Preservation Act, the Archaeological Resources Protection Act and the State Historic Preservation Office.				
		Term of Contract:	07/20/2011 - 11/30/2012	Consultant: NO	Contract # 12317	
86.	810	DEPARTMENT OF MOTOR VEHICLES - FIELD SERVICES	BENNETT, JOY DBA JANITORIAL SERVICES BY JOY BENNETT	HIGHWAY	\$22,020	
	Contract Description:	This is the first amendment to the original contract, which provides the janitorial service at the Ely DMV facility. This amendment extends the termination date from July 30, 2011 to July 30, 2014 and increases the maximum amount from \$6,269 to \$28,289 due to the extension of 2 additional years.				
		Term of Contract:	08/12/2010 - 07/30/2014	Consultant: NO	Contract # 11484	
87.	810	DEPARTMENT OF MOTOR VEHICLES - DIRECTOR'S OFFICE	INTELLECTUAL TECHNOLOGY, INC.	OTHER: FEE FUNDS	\$27,591,949	
	Contract Description:	This is a new contract to provide for the installation, maintenance and operation of kiosks available for public use. The DMV kiosks will allow the public to perform various DMV transactions and miscellaneous functions to alleviate the need for the public to interact with DMV personnel.				
		Term of Contract:	Upon Approval - 03/31/2022	Consultant: NO	Contract # 12445	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
88.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	JENSON TOTAL SERVICES	OTHER: BUSINESS ENTERPRISES SET-ASIDE	\$20,000	
	Contract Description:	This is the second amendment to the original contract, which provides maintenance and repair services for heating, ventilating and air conditioning units, commercial refrigeration units, and building maintenance services for all Southern Nevada Business Enterprises of Nevada facilities. This amendment increases the maximum amount from \$66,000 to \$86,000 due to an increased volume of services.				
	Term of Contract:	06/27/2008 - 06/30/2012	Consultant: NO	Contract # CONV5447		
89.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	EASTER SEALS SOUTHERN	FEDERAL	(\$211,076)	
	Contract Description:	This is the first amendment to the original contract, which utilizes American Recovery and Reinvestment Act funds to provide for the employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting. This amendment amends the terms and conditions of the contract and decreases the maximum amount from \$511,076 to \$300,000 due to the decreased number of placements per the contract terms.				
	Term of Contract:	10/01/2010 - 10/31/2011	Consultant: NO	Contract # 11426		
90.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION	GREENER VEGAS, INC.	FEDERAL	\$189,044	
	Contract Description:	This is the second amendment to the original contract, which provides for the employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting including a provision the vendor will sustain the employment of these individuals after the American Recovery and Reinvestment Act funding has ceased. This amendment increases the maximum amount from \$360,000 to \$549,044 due to an increased number of placements of individuals with disabilities.				
	Term of Contract:	10/01/2010 - 10/31/2011	Consultant: NO	Contract # 11427		
91.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$1,837,461	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to adults in Northern Nevada as required by the Workforce Investment Act: Code of Federal Regulations Part 652 et al.				
	Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12273		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
92.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,930,208	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to dislocated workers in northern Nevada as required by the Workforce Investment Act of 1998 : Code of Federal Regulations Part 652 et al.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12272	
93.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	NEVADAWORKS	FEDERAL	\$2,127,902	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to youth in Northern Nevada as required by the Workforce Investment Act: Code of Federal Regulation Part 652 et al.				
		Term of Contract:	04/01/2011 - 06/30/2013	Consultant: NO	Contract # 12274	
94.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$5,182,567	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to adults in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12260	
95.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$5,943,200	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to dislocated workers in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations part 652 et al).				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12261	
96.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	WORKFORCE CONNECTIONS	FEDERAL	\$5,760,743	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide employment and training services to youth in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).				
		Term of Contract:	04/01/2011 - 06/30/2013	Consultant: NO	Contract # 12262	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
97.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND	ANYTIME PLUMBING DBA ABES PLUMBING	OTHER: ESD SPECIAL FUND	\$17,000	
	Contract Description:	This is the third amendment to the original contract, which provides for regular and emergency plumbing installations, repairs, and maintenance services for all needed projects for all Department of Employment, Training and Rehabilitation owned facilities. This amendment increases the maximum amount from \$17,000 to \$34,000 due to an increased need for these services.				
		Term of Contract:	05/01/2009 - 04/30/2013	Consultant: NO	Contract # CONV6280	
98.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION EMPLOYMENT SECURITY DIVISION	CAMPBELLS CUSTODIAL SERVICES, INC.	OTHER: ALL DETR BUDGET ACCOUNTS	\$169,600	
	Contract Description:	This is a new contract which provides janitorial services for office and administration areas in Department of Employment, Training, and Rehabilitation Southern Nevada leased facilities. The Las Vegas locations are 3405 South Maryland Parkway, 2827 Las Vegas Boulevard North, and 1001 A Street. The Henderson location is 119 Water Street.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12293	
99.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	STANDARD INSURANCE	OTHER: VOLUNTARY AUTOMATIC PAYROLL DEDUCTIONS	\$4,000,000	
	Contract Description:	This is the first amendment to the original contract which provides voluntary life insurance products to PEBP participants who choose to enroll for this service, paid via automatic payroll deductions. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases the contract maximum amount from \$16,000,000 to \$20,000,000 due to continued utilization of this service.				
		Term of Contract:	07/01/2008 - 06/30/2013	Consultant: NO	Contract # CONV3147	
100.	B011	CONTRACTORS BOARD	SOLARI AND STURMER	FEE: LICENSE FEES PAID BY CONTRACTORS	\$60,000	PROFESSIONAL SERVICE
	Contract Description:	This is the third amendment to the original contract, which provides audited financial statements, semiannual cash receipt testing, accounting and consultation services as needed by the Nevada State Contractors Board and a statement that the audit was performed in accordance with Statements on Standards for Accounting and Review Service issued by the American Institute of Certified Public Accountants. This amendment increases the maximum amount from \$60,000 to \$120,000 due to the increase in the term of the contract extended in amendment #2.				
		Term of Contract:	12/22/2009 - 06/30/2013	Consultant: NO	Contract # 10356	

7. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

***8. FOR POSSIBLE ACTION – ADJOURNMENT**

Notice of this meeting was posted in the following locations:

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

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

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

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

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

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

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

Notice of this meeting was posted on the following website:

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

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

DETAILED AGENDA

June 20, 2011

1. PUBLIC COMMENTS

*2. FOR POSSIBLE ACTION – 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 Cultural Affairs – Division of Museums and History - \$2,884

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$2,884 due to a salary calculation error when making mandatory budget reductions.

Clerk's Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – REQUEST FOR NEVADA'S ENTRY INTO THE NONADMITTED INSURANCE MULTI-STATE AGREEMENT (NIMA)

A. Department of Business and Industry – Insurance Division

Pursuant to Senate Bill 289, Section 17, of the 2011 Legislative session, the Insurance Commissioner may, with the approval of the State Board of Examiners, on behalf of the state enter into a multi-state agreement to preserve the ability of the State of Nevada to collect premium tax on multi-state risks.

Clerk's Recommendation: I recommend approval.

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

Comments:

*4. FOR POSSIBLE ACTION – SALARY ADJUSTMENTS

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

The 2009 Legislative Session made appropriations from the General Fund and the Highway Fund to the Board of Examiners to meet certain salary deficiencies for fiscal year

2011 that might be created between the appropriated money of the respective departments, commissions, and agencies and the actual cost of the personnel of those departments, commissions, and agencies that are necessary to pay for salaries. Under this legislation, the following amounts from the General Fund and/or Highway Fund are recommended:

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1052	Cultural Affairs/State Archives & Records	\$4,069	
1340	Department of Administration/ Budget And Planning	\$38,074	
3223	HHS – Office of Health Admin.	\$8,353	
	Total	\$50,496	

Clerk’s Recommendation: I recommend approval.

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

***5. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

***6. FOR POSSIBLE ACTION – CONTRACTS**

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

Clerk’s Recommendation: I recommend approval.

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

7. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENT

Comments:

***8. FOR POSSIBLE ACTION – ADJOURNMENT**

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



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: June 14, 2011

To: Stephanie Day, Interim Director
Department of Administration

From: Katrina Nielsen, Budget Analyst *Katrina Nielsen*
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the July 20, 2011 Board of Examiners' meeting. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF CULTURAL AFFAIRS – DIVISION OF MUSEUMS AND HISTORY

REQUEST FOR ALLOCATION FROM THE GENERAL CONTINGENCY FUND

Pursuant to NRS 353.268 agencies may request funding from the General Fund portion of the Interim Finance Committee Contingency Fund during the biennium to cover unanticipated expenditures. The Department of Cultural Affairs, Museums & History Division Administration is requesting an allocation of General Fund from the Interim Finance Committee Contingency Fund in the amount of \$2,884 due to a salary calculation error when making mandatory budget reductions.

Nature of the Request:

The need for a Contingency Fund request is attributable to the elimination of PCN 0044, an Accountant Technician 2, wherein the amounts calculated in decision units E601 (WP F6012941) and E640 (WP F6402941) in FY10-11 NEBS version L01R4 totaled \$75,308. However, the legislatively approved budget for this position was only \$72,365 thereby causing a \$2,943 salary shortfall that the agency is unable to fund.

Recommendation:

Recommend approval.

REVIEWED: <i>[Signature]</i>
ACTION ITEM: _____



BRIAN SANDOVAL
Governor

MICHAEL E. FISCHER
Director

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS

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

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

June 13, 2011

Memorandum

To: Stephanie Day, Interim Budget Director
Budget Division

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

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

Subject: State Fiscal Year (SFY) 2011 Contingency Fund Request for the Division of Museums & History Administration (Budget Account 2941)

Contingency funding in the amount of \$2,884 is hereby requested for the Division of Museums & History Administrative Office for State Fiscal Year (SFY) 2011. Attached is the salary projection spreadsheet showing the expected shortfall. This spreadsheet includes the General Fund Salary Adjustment (GFSA) approved at the May 10, 2011 Board of Examiners meeting. Work program C21014 is submitted to receive the Contingency Fund amount and to partially correct the personnel expense shortfall. The vacancy savings will be funded in a separate transaction to finish correcting the shortfall.

Contributing factors leading to the shortfall have been identified and already corrected or adjusted. No unauthorized payments were made. Position number 44 was budgeted for \$72,365 but when this position was eliminated due to mandatory budget reductions; category 01 funding was reduced by \$75,308 contributing \$2,943 towards the shortfall.

Approval of this Contingency Fund request of \$2,884 will enable sufficient funds to be available to meet projected payroll for the rest of SFY 2011.

Attachment

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

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

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

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

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

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

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

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

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

**Department of Administration
Work Program Packet Checklist**

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

WORK PROGRAM REVISIONS INVOLVING GRANTS MUST ALSO INCLUDE

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

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

Requires IFC approval because

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

Does not require IFC approval because

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

STATE OF NEVADA
MUSEUMS AND HISTORY DIVISION

Budget Account 2941 - DCA - MUSEUMS & HISTORY
Work Program C21014
Fiscal Year 2011

Submitted June 13, 2011

Budget Account's Primary Purpose, Function and Statutory Authority

The Division of Museums and History, Office of the Administrator, is responsible for oversight and administration of the division office and the statewide museum system, including the Nevada State Museum and the Nevada State Railroad Museum in Carson City, the Nevada Historical Society in Reno, the East Ely Railroad Depot Museum, the Lost City Museum in Overton, the Nevada State Museum, Las Vegas, and the Nevada State Railroad Museum, Boulder City. The state museum system is responsible for the collection, preservation, and interpretation of objects and documents representing Nevada's history, and the development and preservation of these collections for the public, now and in the future. Statutory Authority: NRS 381.

Purpose of Work Program

This work program request transfers funds from category 03 - In-State Travel in the amount of \$900 and category 26 - Information Service in the amount of \$600 into category 01 - Personnel to cover a portion of the projected salary shortfall. Additionally, this work program requests \$2,884 from the Contingency Fund that this account is unable to fund. The remaining shortfall of \$1,063 will be covered by transferring funds from B/A 1350 for vacancy savings.

Justification

These transfers and Contingency Fund request will enable the agency to meet payroll obligations for fiscal year 2011. The need for a Contingency Fund request is attributable to the elimination of PCN 0044, an Accountant Technician 2, wherein the amounts calculated in decision units E601 (WP F6012941) and E640 (WP F6402941) in FY10-11 NEBS version L01R4 totaled \$75,308, which was in excess of the legislatively approved budget of \$72,365 for this position. This caused a shortfall of \$2,943 that the agency was unable to fund.

Expected Benefits to be Realized

The agency will be able to meet payroll obligations for the fiscal year.

Explanation of Projections and Documentation

The follow documents are attached:
Contingency Fund Request
BSR 6-8-11
Fund Map
Budget Projection for Category 01 Expenditures
BA 2941 CAT 01 Spreadsheet 6-13-11 (Does not reflect the \$1,063 vacancy savings work program)
BA 2941 CAT 04 & CAT 26 Spreadsheet 6-13-11
File Maintenance Form

New Positions: No

Summary of Alternatives and Why Current Proposal is Preferred

There is no alternative available to this agency.

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STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CULTURAL AFFAIRS
MUSEUMS AND HISTORY DIVISION
DCA - MUSEUMS & HISTORY
B/A 2941 SFY11

G.L.#	REVENUES	Original or Legislatively Approved Work Program	APPROVED				
			FIRST	SECOND	THIRD	FOURTH	FIFTH
			Work Program	Work Program	Work Program	Work Program	Work Program
			WP # F6012941	WP # F6402941	WP # 111S2941	WP # C20826	WP # 11SA2941
	Description						
2501	APPROPRIATION CONTROL	442,604	-56,287	-19,021			
2516	BUDGETARY TRANSFERS	0					
4601	GENERAL FUND SALARY ADJUSTMENT	0				4,784	
4654	TRANSFER FROM INTERIM FINANCE	0					
	Total Revenues	442,604	-56,287	-19,021	0.00	0.00	4,784
	EXPENDITURES						
Cat	Description						
01	PERSONNEL	412,771	-56,287	-19,021	-4,498	5,451	4,784
03	IN-STATE TRAVEL	4,863					
04	OPERATING EXPENSES	15,315				-5,451	
26	INFORMATION SERVICES	5,536			-35		
59	UTILITIES	3,341					
87	PURCHASING ASSESSMENT	778					
93	RESERVE FOR REVERSION TO GENERAL FUND	0			4,533		
	Total Expenditures	442,604	-56,287	-19,021	0.00	0.00	4,784

STATE OF NEVADA WORK PROGRAM
DEPARTMENT OF CULTURAL AFFAIRS
MUSEUMS AND HISTORY DIVISION
DCA - MUSEUMS & HISTORY
B/A 2941 SFY11

G.L.#	REVENUES Description	Original or Legislatively Approved Work Program	PENDING		----CUMULATIVE----		Total Amount
			SIXTH	SEVENTH	Dollar Change	Percent Change	
			Work Program WP # C20827	Work Program WP # C21014			
2501	APPROPRIATION CONTROL	442,604			-75,308	-17.0%	367,296
2516	BUDGETARY TRANSFERS	0	1,063		1,063	100.0%	1,063
4601	GENERAL FUND SALARY ADJUSTMENT	0			4,784	100.0%	4,784
4654	TRANSFER FROM INTERIM FINANCE	0		2,884	2,884	100.0%	2,884
	Total Revenues	442,604	1,063	2,884	-66,577	-15.0%	376,027
	EXPENDITURES						
Cat	Description						
01	PERSONNEL	412,771	1,063	4,384	-64,124	-15.5%	348,647
03	IN-STATE TRAVEL	4,863		-900	-900	-18.5%	3,963
04	OPERATING EXPENSES	15,315			-5,451	-35.6%	9,864
26	INFORMATION SERVICES	5,536		-600	-635	-11.5%	4,901
59	UTILITIES	3,341			0	0.0%	3,341
87	PURCHASING ASSESSMENT	778			0	0.0%	778
93	RESERVE FOR REVERSION TO GENERAL FUND	0			4,533	100.0%	4,533
	Total Expenditures	442,604	1,063	2,884	-66,577	-15.0%	376,027

[Main Menu](#) > [Budget Status Report Input](#) > Summary Budget Status Report

REPORT DATE AS OF: 06/08/2011

PROC ID: BSR_GEN_BBLs_REPORT

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

Summary Budget Status Report

Fiscal Year: 2011

Fund: 101 GENERAL FUND

Agency: 331 MUSEUMS AND HISTORY DIVISION

Budget Account: 2941 MUSEUMS AND HISTORY ADMIN

Organization: 0000 MUSEUMS AND HISTORY DIVISION

	YTD Actual	Work Program	Difference
Total Receipts/Funding	367,296.00	367,296.00	.00
Total Expenditures	329,624.11		
Total Encumbrances	.00		
Total Pre-encumbrances	.00		
Total Obligations	329,624.11	367,296.00	37,671.89
Realized Funding Available	37,671.89		

[Get Information About Receipts/Funding](#)

[Get Information About Obligations](#)

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Payroll Report-NFY 2011 BA #2941 Administrator, Division of Museums & History

Name	Pos. Unit	Funding Source	FY 2011 Work Program	FY 2011 Longevity Authority	Actual PPM L-1 07/09/10	Actual PPM 01 07/09/10	Actual PPM 02 07/23/10	Actual PPM 03 08/06/10	Actual PPM 04 08/20/10	Actual PPM 05 09/03/10	Actual PPM 06 09/17/10	Actual PPM 07 10/01/10	Actual PPM 08 10/15/10	Actual PPM 09 10/29/10	Actual PPM 10 11/12/10	Actual PPM 11 11/26/10	Projected PPM L-2 12/10/10
Baron, Peter	01 - FTE	Gen Fund	113,560.00	0.00	680.84	3,037.35	4,567.19	4,277.63	4,277.63	4,952.77	3,892.06	4,952.77	3,892.06	3,892.06	4,952.77	4,277.63	0.00
Brown, Luan	12 - FTE	Gen Fund	58,935.00	0.00	680.84	1,483.69	2,598.63	2,092.57	2,092.57	2,598.63	2,092.57	2,598.63	2,092.57	2,092.57	2,598.63	2,047.60	0.00
Davis, Keith	14 - FTE	Gen Fund	64,410.00	0.00	680.84	1,434.37	3,001.02	2,320.82	2,320.82	2,791.29	2,111.10	2,953.06	2,266.56	2,062.26	2,946.78	2,266.56	0.00
Vicars, J. Elmarie NY 2011	44 - FTE	Gen Fund	72,365.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gerardo, Cindy	13 - FTE	Gen Fund	93,710.00	0.00	680.84	2,301.83	3,987.45	3,927.46	3,927.46	7,270.25	5,033.82	4,129.71	3,164.34	3,306.61	3,987.45	3,306.61	0.00
Total Position Costs:					2,723.36	8,257.24	14,154.29	12,618.48	12,618.48	17,612.94	13,129.55	14,634.17	11,415.54	11,353.59	14,483.62	11,898.40	9.00
Payroll Assessment			644.60		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personnel Assessment			1,673.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retired Group Insurance			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unexplained Payroll Errors			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prg Authority Salaries			403,000.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #6012841 Eliminate PCTN #0644			(56,287.00)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #6402841 Freeze PCTN #0644 until Sept 2010			(19,021.00)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #11E2941			(4,498.00)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #20826			5,451.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #20827			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog #3642841			4,784.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments (Payroll 3)			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BD and Comm Salaries			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AFGIS - SAUF- Rer Rate Change			2,640.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Holiday Pay			4,036.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REGI - SAUF- Rer Rate Change			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacancy Saving			4,092.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Terminal Leave Granted			(1,063.00)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Salary Need Granted			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAT B1 Authority			343,200.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pay Period Grand Totals:					0.00	2,723.36	8,275.04	14,154.29	12,638.28	17,612.94	13,147.35	15,127.42	12,495.85	11,353.59	14,483.62	11,916.20	0.00
Year to Date Balance:					0.00	2,723.36	10,998.40	25,152.69	37,768.97	55,401.91	68,549.26	83,676.68	95,772.53	107,126.03	121,609.65	133,525.85	133,525.85
Difference					0.00	0.00	(0.00)	0.00	0.00	0.00	(0.00)	0.00	0.00	0.00	0.00	0.00	0.00

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Payroll Report - SFY 2011 BA #2941 A

Name	Pos	Actual												Projected PPW 01 07/01/11	
		PPW 12 12/10/10	PPW 13 12/24/10	PPW 14 01/07/11	PPW 15 01/21/11	PPW 16 02/04/11	PPW 17 02/18/11	PPW 18 03/04/11	PPW 19 03/18/11	PPW 20 04/01/11	PPW 21 04/15/11	PPW 22 04/29/11	PPW 23 05/13/11		PPW 24 05/27/11
Barton, Peter	01	4,567.19	4,277.63	4,659.35	4,363.15	4,644.15	4,363.15	3,969.03	5,038.29	3,969.02	3,969.03	4,363.15	4,644.15	4,270.89	4,552.01
Brown, Larr	12	2,558.16	2,047.60	2,598.63	2,085.16	2,591.96	1,912.06	2,085.17	2,765.06	2,085.17	2,085.16	2,085.16	2,591.96	1,912.06	2,765.06
Davis, Kathy	14	2,946.77	2,062.26	2,791.30	2,311.87	2,783.25	2,311.88	2,311.87	2,783.25	2,311.87	2,103.04	2,311.88	2,992.08	2,311.87	2,783.25
Vacant - Eliminate SFY 2011	44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gerardo, Cynth	13	3,987.45	3,448.87	4,060.25	3,367.41	4,048.25	3,367.41	3,367.41	4,048.25	3,367.41	3,367.41	3,367.41	4,048.25	3,367.41	4,193.72
Total Position Costs:		14,059.57	11,856.36	14,109.53	12,127.59	14,067.61	11,954.58	11,733.47	14,634.85	11,733.47	11,524.64	12,127.60	14,276.44	11,862.23	14,294.04
Payroll Assessments		0.00	0.00	137.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personal Assessments		0.00	0.00	356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	356.00	0.00	0.00
Retired Group Health		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Unexplained Payroll Errors		0.00	0.00	162.97	(162.97)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Pkg Authority Salaries		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog Fnd(1294); Estimate P/N m0444		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog Fnd(1294); Freeze P/N m0444 until Sc		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog Fnd(2941)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog C(2092.6)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog C(2082.7)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Work Prog F(15A284)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjustments (Payroll 3)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BD and Comm Salaries		0.00	17.80	662.51	19.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AFCGS - SAAV-Ret. Rate Change		0.00	0.00	0.00	0.00	0.00	79.58	19.58	660.87	19.58	19.58	0.00	0.00	19.58	0.00
Holiday Pay		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REG - SAGI - Res. Rate Change		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Vacancy Saving		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
BOE Salary Needs Granted		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAT #1 Authority		0.00	0.00												
Pay Period Grand Totals:		14,059.57	11,854.16	15,428.26	11,984.26	14,067.61	12,834.08	11,753.45	15,615.86	11,544.32	12,127.60	14,749.69	11,881.81	14,294.04	0.00
Year to Date Balance:		147,885.42	159,419.58	174,867.84	186,852.04	200,919.65	212,953.73	239,341.63	227,588.58	239,341.63	278,629.31	293,399.00	305,280.81	319,574.85	0.00
Difference		0.00	(0.00)	(0.00)											

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Payroll Report - SFY 2011 BA #2941 A

Name	Pos.	Incumbent Body Amount & Estimates for End of Year					TOTAL	Difference By Position
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total		
		PP 01 - 06	PP 07-13	PP 14-19	PP 20-11			
Barton, Peter	01	21,407.84	30,812.11	32,075.39	32,049.37	116,344.71	(2,704.71)	
Brown, Laura	12	11,546.83	16,033.76	14,838.04	18,620.30	60,239.03	(1,364.03)	
Davis, Kirby	14	12,339.44	17,504.25	15,293.42	20,833.86	65,970.97	(1,554.97)	
Vacant / Eliminate SFY 2011	44	0.00	0.00	0.00	0.00	0.00	71,365.00	
Gretzold, Cindy	13	23,201.65	25,331.64	22,258.98	30,474.23	101,266.50	(7,555.90)	
Total Position Costs:		68,495.86	88,681.16	83,645.83	101,977.76	343,800.61	59,245.39	
Payroll Assessments		0.00	137.25	274.50	137.25	549.00		
Personnel Assessment		0.00	356.00	712.00	356.00	1,424.00		
Retired Group Insurance		0.00	0.00	0.00	0.00	0.00		
Unexplained Payroll Errors		0.00	0.00	0.00	0.00	0.00		
Work Prg Authority Salaries		0.00	0.00	0.00	0.00	0.00	403,066.00	
Work Prog F6012941 - Eliminate PCN #0044		0.00	0.00	0.00	0.00	0.00	(56,287.00)	
Work Prog F6022941 - Freeze PCN #0044 until Se		0.00	0.00	0.00	0.00	0.00	(15,021.00)	
Work Prog F1E2941		0.00	0.00	0.00	0.00	0.00	(4,498.00)	
Work Prog C 20826		0.00	0.00	0.00	0.00	0.00	5,451.00	
Work Prog C 20827		0.00	0.00	0.00	0.00	0.00	0.00	
Work Prog LISA2941		0.00	0.00	0.00	0.00	0.00	4,784.00	
Adjustments (Payroll \$)		0.00	0.00	0.00	0.00	0.00	0.00	
Longevity Authority		0.00	0.00	0.00	0.00	0.00	0.00	
HD and Concur Salaries		53.40	715.91	1,442.12	640.83	2,852.26	2,640.00	
APRIS - SAGH Rec Rate Change		0.00	0.00	0.00	0.00	0.00	4,036.00	
Holiday Pay		0.00	0.00	0.00	0.00	0.00	0.00	
REG - SAGE Rec Rate Change		0.00	0.00	0.00	0.00	0.00	4,092.00	
Vacancy Saving		0.00	0.00	0.00	0.00	0.00	(1,063.00)	
BOE Terminal Leave Granted		0.00	0.00	0.00	0.00	0.00	0.00	
BOE Salary Need Granted		0.00	0.00	0.00	0.00	0.00	0.00	
Total CAT 01 Authority		0.00	0.00	0.00	0.00	0.00	343,380.00	
Pay Period Grand Totals:		68,549.26	90,899.32	86,094.45	103,111.04	348,645.07		
Year to Date Balance:							(\$5,445.07)	
Estimated Surplus/Shortfall:							(\$5,445.07)	

Projected Cat 01 Total	348,645.07
Less GL 4665	0.00
Total GF Need	348,645.07
Less G/L 2591	343,380.00
Remaining GF Need	5,265.07

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Fund Map W/Work Programs FY 2011

Date: 6/13/2011

Expenditure Categories	Revenues					Total
	Gen. Fund Appropriation # 2501	11SA2941 General Fund Salary Adjust #4601	C21014 Transfer from CAT 03 & 26 to CAT 01	C21014 IFC Contingency #4654		
# 01 Personnel	338,416	4,784	1,500	2,884		347,584
# 03 I/S Travel	4,863		-900			3,963
# 04 Operating	9,864		0			9,864
# 26 Information Services	5,501		-600			4,901
# 59 Utilities	3,341		0			3,341
# 87 Purchasing Assessment	778		0			778
#93 Reserve for Reversion	4,533		0			4,533
TOTAL	367,296	4,784	0	2,884		374,964

EXPENDITURE SCHEDULE FOR: B/A #2941 MUSEUMS & HISTORY DIVISION - ADMINISTRATOR

REPORT AS OF: 6/13/2011
 PERCENTAGE OF FISCAL YEAR: 95.07%

CAT. DESCRIPTION	(1) EXPENDITURES TO DATE	(2) ENCUMBRANCES	(3) AGENCY PROJECTIONS	(4) YTD OBLIGATED	(5) ORIGINAL BUDGET	(6) APPROVED WORK PRGS	(7) TOTAL BUDGET	(8) % SPENT	(9) PENDING WORK PRGS	(10) SURPLUS (SHORT-FALL)
03 IN-STATE TRAVEL										
6100 PER DIEM OUT-STATE	0.00			0.00	0.00		0.00	0.0%		0.00
6140 PERSONAL VEHICLE OUT OF STATE	0.00			0.00	0.00		0.00			
6200 PER DIEM IN-STATE	270.76			270.76	1,258.00	(800.00)	458.00	59.1%		187.24
6210 MOTOR POOL IN-STATE	226.80			226.80	161.00		161.00	140.9%		(65.80)
6215 NON MOTOR POOL IN-STATE	0.00			0.00	38.00		38.00	0.0%		38.00
6230 PUBLIC TRANSPORTATION IN-STATE	0.00			0.00	83.00		83.00	0.0%		83.00
6240 PERSONAL VEHICLE	860.00			860.00	544.00		544.00	158.1%		(316.00)
6250 COMMERCIAL AIR TRAVEL	2,597.40			2,597.40	2,779.00	(100.00)	2,679.00	97.0%		81.60
03 IN STATE TRAVEL TOTAL	3,954.96	0.00	0.00	3,954.96	4,863.00	(900.00)	3,963.00	99.8%	0.00	8.04
26 INFORMATION SERVICES										
7620 OPERATING SUPPLIES	777.42			777.42	933.00		933.00	83.3%		155.58
7673 NON BOE CONTRACT	0.00			0.00	77.00		77.00	0.0%		77.00
7533 D0H1 EMAIL	2,268.22			2,268.22	3,555.00	(600.00)	2,955.00	76.8%		686.78
7545 D0H1 VPN	232.80			232.80	370.00		370.00	62.9%		137.20
7554 D0H1 INFRASTRUCTURE ASSESSMENT	339.00			339.00	355.00	(16.00)	339.00	100.0%		0.00
7586 D0H1 SECURITY ASSESSMENT	228.00			228.00	246.00	(19.00)	227.00	100.4%		(1.00)
26 INFORMATION SERVICES	3,645.44	0.00	552.60	4,398.04	5,536.00	(635.80)	4,901.00	89.7%	0.00	507.96

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Calculating Percentage of Fiscal Year!

Today's Date: 6/13/2011
Start Date: 7/1/2010
Days Passed: 347
Percentage: 95.07%

**STATE OF NEVADA
BUDGET DIVISION
FILE MAINTENANCE REQUEST**

PLEASE TAKE THE FOLLOWING ACTIONS:

FY 2011

FUND 101

AGENCY 331

BUDGET 2941

ESTABLISH CATEGORY NUMBER & TITLE

ESTABLISH REVENUE GENERAL LEDGER NUMBER & TITLE

4654 - IFC Contingency Allocation

OTHER _____

Knielsen
BUDGET ANALYST

6/9/2011
DATE

CONTROLLER'S OFFICE

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State of Nevada - Budget Division
 Payroll/Position Detail
 2009-2011 Biennium (FY10-11)
 L01 LEGISLATIVELY APPROVED

Section A: Position Detail
 Budget Account: 2941 DCA - MUSEUMS & HISTORY

Type Description	PCN	Class	Step	Gd	Add	Anv	Mo	St	End	Cd	Ret	FTE	Actual	WP	FTE	Y1	FTE	Y2	2009-2010		2010-2011				
																			Salary	Benefits	Salary	Benefits			
B000 BASE																									
GF GENERAL FUND																									
1	000001	U4220	99-99	0	8	1-06	6-11	1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Y SUM	92,360	20,956	92,360	21,280		
1	000012	02211	27-10	0	7	1-06	6-11	8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Y SUM	40,552	17,861	40,552	18,383		
1	000013	07217	39-10	0	7	1-06	6-11	8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Y SUM	69,116	24,158	69,116	24,594		
1	000014	02210	29-10	0	7	1-06	6-11	1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	Y SUM	48,930	14,984	48,930	15,486		
TOTAL FOR POSITION GROUP GF													4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	250,958	77,959	250,958	79,743
TOTAL FOR DECISION UNIT B000													4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	250,958	77,959	250,958	79,743
E901 TRANSFERS																									
GF GENERAL FUND																									
1	000044	07141	32-10	0	7	1-06	6-11	1	0.00	0.00	1.00	0.00	0.00	0.00	1.00	1.00	1.00	1.00	Y SUM	55,844	16,038	55,844	16,521		
TOTAL FOR POSITION GROUP GF													0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	55,844	16,038	55,844	16,521
TOTAL FOR DECISION UNIT E901													0.00	0.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	55,844	16,038	55,844	16,521
TOTAL FOR BUDGET ACCOUNT 2941													4.00	4.00	5.00	5.00	4.00	5.00	5.00	5.00	5.00	306,802	93,997	306,802	96,264

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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: June 30, 2011
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Kristen Kolbe, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF BUSINESS & INDUSTRY – INSURANCE DIVISION

Nature of the Request:

Pursuant to Senate Bill 289, Section 17, of the 2011 Legislative session, the Insurance Commissioner may, with the approval of the State Board of Examiners, on behalf of the state enter into a multi-state agreement to preserve the ability of the State of Nevada to collect premium tax on multi-state risks.

Recommendation:

Recommend approval.

REVIEWED: _____
ACTION ITEM: _____

BRIAN SANDOVAL
Governor

STATE OF NEVADA

TERRY JOHNSON
Director

BRETT J. BARRATT
Commissioner of Insurance



DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103
Carson City, Nevada 89706
(775) 687-0700 • Fax (775) 687-0787
Website: doi.nv.gov
E-mail: insinfo@doi.state.nv.us

RECEIVED

JUN 29 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

June 22, 2011

Board of Examiners
Clerk of the Board
Mr. Jeff Mohlenkamp

Subject: Request for Nevada's Entry into the Nonadmitted Insurance Multi-State Agreement (NIMA)

Purpose

In accordance with the provisions of Section 17 of Subsection 1 of Senate Bill 289, signed into law by Governor Sandoval on June 13, 2011, the Nevada Division of Insurance hereby requests the approval of the Nevada Board of Examiners to enter into the Nonadmitted Insurance Multi-State Agreement (NIMA) in order to preserve the ability of this State to collect premium tax on multi-State risks.

Background

On July 21, 2010, the Nonadmitted and Reinsurance Reform Act – part of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, became federal law. The Nonadmitted and Reinsurance Reform Act, referred to as the NIRA, includes restrictions concerning the collection of premium tax on multi-State risks for nonadmitted insurance. The NIRA's provisions take effect one year after passage, on July 21, 2011.

Senate Bill 289 covers two important areas regarding nonadmitted insurance: 1) it brings Nevada into compliance with the recently enacted federal law; and 2) it allows Nevada, with the approval of the Board of Examiners, to participate in a multi-State agreement to collect premium tax on multi-State risks.

Nevada has already achieved compliance with all of the mandatory provisions of the NIRA with the enactment of SB 289. There remains, however, the matter of exercising the *option* provided under the

NRRA for States to enter into a mechanism that enables allocation of nonadmitted insurance premium taxes on multi-State risks.

Congressional intent, as expressed in the NRRA, is for each State to adopt nationwide uniform requirements, forms, and procedures that provide for the reporting, payment, collection, and allocation of premium taxes for nonadmitted insurance. To reflect this Congressional intent, SB 289 states that the Commissioner of Insurance may, with the approval of the State Board of Examiners, on behalf of the State enter into a multi-State agreement to preserve the ability of this State to collect premium tax on multi-State risks.

Competing Multi-State Approaches: NIMA and SLIMPACT

Since the enactment of the NRRA, two competing approaches have developed with regard to the manner in which premium taxes on multi-State risks are to be collected and allocated in a manner consistent with the federal law. The Nonadmitted Insurance Multi-State Agreement (NIMA) was developed by the National Association of Insurance Commissioners (NAIC) Surplus Lines Task Force, in whose deliberations Division staff participated extensively. NIMA was developed with active Nevada input, and the Division maintains that NIMA is the best option from the standpoint of preserving existing Nevada revenue.

The Surplus Lines Insurance Multi-State Compliance Compact (SLIMPACT) was developed by the National Council of Insurance Legislators (NCOIL) and is the second option for States to achieve a premium-tax allocation mechanism consistent with the NRRA. Unlike NIMA, SLIMPACT is a legislative compact and must be enacted into the legislation of an individual State in order for that State to have full participation rights in SLIMPACT. However, SLIMPACT also allows States to enter into contracts with the Compact Commission established by SLIMPACT and thereby to participate in the allocation of nonadmitted insurance multi-State premium taxes among States that also pursue this approach. SB 289 would give Nevada the option to become a contracting State under SLIMPACT if it becomes operational. Exhibit A provides a comparison between NIMA and SLIMPACT in key areas. The exhibit furthermore explains why NIMA is preferable for Nevada in each of these areas.

What if Nevada Does Not Participate in a Multi-State Agreement?

If Nevada does not enter into either NIMA or SLIMPACT by July 21, 2011, the NRRA's default requirement of *exclusive Home-State taxation* will take effect on that date. In that situation, Nevada will only be able to collect surplus-lines premium tax on exposures whose "Home State", as defined in the NRRA, is Nevada. Nevada will lose all of the revenue it currently collects on exposures located in Nevada, for which the Home State of the risk is another State.

As a hypothetical example, if a mining corporation has its principal place of business in Colorado but has extensive operations in Nevada that it insures through the nonadmitted market, *all* of its premium tax, including tax connected to the premium to insure Nevada operations, would be payable to Colorado. The purpose of a multi-state agreement is to avoid this situation and to enable Nevada to collect premium tax pertaining to exposures existing in this State.

A review of 2010 surplus-lines premium tax information provided by the Nevada Surplus Lines Association (NSLA), which is limited to the small amount of multi-State risks currently reported, suggests that approximately \$2 million of Nevada's current \$6.5 million nonadmitted insurance premium-tax revenue is attributable to multi-State risks. If Nevada does not enter a multi-State agreement, Nevada will lose approximately \$2 million in tax revenue each year. This is a *known loss* that would occur if Nevada does not expeditiously enter into a multi-State agreement. However, even if Nevada enters an agreement after July 21, the premium-tax revenue that could have been collected in the interim would be lost.

If exclusive Home-State taxation takes effect, it is possible that Nevada would collect some premium-tax revenue from Nevada exposures located in other States, if the Home State of the risk is Nevada. However, this revenue would need to exceed at least \$2 million in order for exclusive Home-State taxation to be beneficial to Nevada, and the Division does not consider such a scenario to be likely. Unfortunately, as surplus-lines brokers have not consistently reported data on multi-State risks on a nationwide basis, there are no available data regarding expected tax revenue on exposures located outside of Nevada but for which Nevada is the Home State. Without a uniform formula that allocates risk exposure among States, it would be difficult to consistently define such data. One of the purposes of entering a multi-State agreement is for such data to be collected on behalf of all of the participating States; a multi-State agreement would involve a uniform allocation formula that will resolve long-standing difficulties with regard to determining which exposures are applicable to which States.

Benefits of Participating in NIMA

There are three primary benefits to Nevada's participation in a multi-State agreement:

- (1) Preservation of the approximately \$2 million in annual nonadmitted insurance premium-tax revenue that Nevada currently collects with regard to multi-State risks, depending on other States' participation;
- (2) Possible collection of additional nonadmitted insurance premium-tax revenue on multi-State risk exposures that were not previously reported to any State, but which will now be reported to the NIMA Clearinghouse;
- (3) Receipt from the NIMA Clearinghouse of allocation data pertaining to multi-State risks. Participation in NIMA will enable systematic collection of such data for the first time. If Nevada does not participate, it will have no way of receiving such data to evaluate if future participation would be beneficial.

Withdrawal Option

Section 17, Subsection 2, of SB 289 gives the Commissioner the option to hold a hearing within 18 months after entering into a multi-State agreement. If the Commissioner holds such a hearing, the Commissioner must submit to the State Board of Examiners and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report concerning the findings of the

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Commissioner pursuant to the hearing. Subsequently, the State Board of Examiners shall review and may accept the findings of the Commissioner. This process would allow for an evaluation of whether continuing participation in the agreement is in Nevada's best interest, based on consideration of the effect of the multi-state agreement on the gross receipt of premiums collected in this State.

If, after Nevada has entered NIMA, it is determined that continued participation in NIMA is not in Nevada's best interest, NIMA would allow Nevada to withdraw from the agreement after providing 60 days' notice to the NIMA Clearinghouse. Withdrawal in such a situation would be quick and flexible.

I hope that I have provided you with sufficient information regarding this request. I am available to answer any questions that the Board may have. Thank you for your consideration and approval to allow me to move forward with this Agreement, on behalf of Nevada.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Barratt". The signature is fluid and cursive, with the first name "Brett" and last name "Barratt" clearly distinguishable.

Brett Barratt
Commissioner of Insurance

Exhibit A: Comparison of NIMA and SLIMPACT in Key Areas

Key Area	NIMA Treatment	SLIMPACT Treatment	Why NIMA is Preferable
<i>Scope</i>	<p>NIMA is limited to the reporting, payment, collection and allocation of premium taxes for nonadmitted insurance of multi-State risks.</p> <p>NIMA provides that nothing in the agreement shall require a Participating State to impose a tax on any kind of insurance for which the State presently does not have an obligation to tax. Furthermore, States are not required to treat any Property and Casualty Insurance as Nonadmitted Insurance where the laws of the State do not provide such treatment.</p>	<p>SLIMPACT would also establish:</p> <ul style="list-style-type: none"> (i) uniform foreign-insurer eligibility requirements; (ii) uniform surplus lines policyholder notices; (iii) uniform treatment of purchasing-group surplus lines insurance placements; (iv) regulatory compliance requirements that must be met by the Home State of each risk; (v) requirements as to what kinds of insurance may in certain cases be considered as surplus lines or independently procured insurance by States; (vi) minimum audit standards for compacting States. 	<p>NIMA's purpose is more limited and allows individual States to retain complete authority, within the boundaries of federal law, over the many non-tax matters for which SLIMPACT would mandate specific treatments.</p>
<i>Activation</i>	<p>NIMA becomes operational as soon as any 2 States join.</p>	<p>SLIMPACT requires 10 States to join in order for the Compact Commission to be established.</p>	<p>SLIMPACT's 10-State threshold might not be met. Two States are currently joining, Florida and Mississippi, meeting the two state threshold.</p>
<i>Entities Created</i>	<p>NIMA establishes a Clearinghouse whose sole purpose is ministerial. The Clearinghouse will allocate premium taxes on multi-State risks, based on known formulas that could readily be executed by computer software.</p>	<p>SLIMPACT establishes a Compact Commission, a separate body corporate and politic. It may bring forth legal proceedings, issue subpoenas, and enforce compliance with its rules.</p>	<p>NIMA does not establish any interstate entity with any regulatory or legislative powers. All such powers remain with the participating States. The NIMA Clearinghouse does not regulate insurance in any way and does not require participating States to take any actions that are not already required or authorized by the laws of those States.</p>
<i>Preemption Authority</i>	<p>NIMA does not establish a mechanism for State laws to be preempted. Each participating State's laws must already be consistent with NIMA's provisions. SB 289 accomplished this for Nevada.</p>	<p>SLIMPACT's Compact Commission has the authority to preempt State laws inconsistent with the rules established by the Compact Commission.</p>	<p>Since NIMA does not give preemption authority to an interstate regulatory body, the Nevada Legislature's sovereignty over Nevada law pertaining to nonadmitted insurance is preserved, to the extent consistent with federal law. Also, unlike SLIMPACT, NIMA does not involve delegation of regulatory authority.</p>
<i>Allocation Formula</i>	<p>NIMA establishes a detailed allocation formula that defines the manner in which exposures are to be assigned to participating States.</p>	<p>SLIMPACT provides that the Compact Commission shall develop an allocation formula.</p>	<p>NIMA's allocation formula is known and based on objective, measurable criteria for each line of business. It treats all participating States equitably. SLIMPACT's formula does not yet exist.</p>
<i>Flexibility</i>	<p>NIMA can be amended by a vote of two-thirds of the participating States.</p>	<p>No amendment to SLIMPACT may become effective unless signed into the laws of each of the compacting States.</p>	<p>Amending SLIMPACT in response to future developments would be extremely difficult. NIMA provides a good balance between the need for consensus and flexibility in responding to unforeseen circumstances.</p>
<i>Nevada's Influence</i>	<p>Every participating State in NIMA would be able to vote on matters pertaining to the NIMA Plan of Operations and any subsequent amendments. Nevada would have a vote.</p>	<p>Only compacting States in SLIMPACT have voting privileges.</p>	<p>If Nevada becomes a contracting State in SLIMPACT, it would not have voting privileges. On the other hand, if Nevada joins NIMA, it would be able to vote regarding the Plan of Operations and amendments. Nevada also had extensive input in the process of developing NIMA itself.</p>
<i>Withdrawal</i>	<p>A participating State may withdraw from NIMA with 60 days' notice given to the NIMA Clearinghouse.</p>	<p>Compacting States may only withdraw by amending their statutes. For contracting States, the contract would provide terms for withdrawal.</p>	<p>If experience in NIMA shows that continued participation is not in Nevada's best interest, Nevada could withdraw quickly by exercising NIMA's withdrawal clause.</p>

NONADMITTED INSURANCE MULTI-STATE AGREEMENT (NIMA)

WHEREAS, the Nonadmitted and Reinsurance Reform Act of 2010 (“NRRA”), which was incorporated into the Dodd-Frank Wall Street Reform and Consumer Protection Act, provides that only an insured’s “Home State” may require a premium tax payment for Nonadmitted Insurance; and

WHEREAS, the NRRA authorizes States to enter into a compact or otherwise establish procedures to allocate among the States the Nonadmitted Insurance premium taxes;

NOW, THEREFORE, in consideration of the foregoing, the Participating States that are signatories hereto, do freely and voluntarily enter into this Agreement under the following terms and conditions:

PART I

Purpose

The purposes of this Agreement, through means of joint and cooperative action among the Participating States, are to:

1. Facilitate the payment and allocation of premium taxes on Nonadmitted Insurance for Multi-State Risks among the Participating States in accordance with the premium tax allocation method and formula contained in the Annexes attached to this Agreement and based on the rates established by each Participating State.
2. Require nationwide uniform requirements, forms and procedures that facilitate the reporting, payment, collection and allocation of premium taxes for Nonadmitted Insurance for Multi-State Risks as contemplated by the NRRA.
3. Coordinate reporting of premium taxes and transaction data on Multi-State Risks among Participating States.
4. Establish a Clearinghouse to facilitate the receipt and distribution of premium taxes and transaction data related to Nonadmitted Insurance of Multi-State Risks.

PART II

Definitions

5. For purposes of this Agreement, the following definitions shall apply:
 - a. “**Agreement**” means this Nonadmitted Insurance Multi-State Agreement (NIMA), entered into by the Participating States pursuant to Section 521(b)(1) of the NRRA.
 - b. “**Admitted Insurer**” means, with respect to a State, an insurer that is licensed to transact the business of insurance in such State.

c. **“Clearinghouse”** means the entity established pursuant to this Agreement to facilitate the receipt and distribution of premium taxes and transaction data related to Nonadmitted Insurance.

d. **“Home State”** means,

(1) In General.—Except as provided in paragraphs (2) through (5), the term “Home State” means, with respect to an insured—

(A) the State in which an insured maintains its principal place of business or, in the case of an individual, the individual’s principal residence; or

(B) if 100 percent of the insured risk is located out of the State referred to in subparagraph (A), the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.

(2) **“Principal place of business”** means, with respect to determining the Home State of the insured, (a) the State where the insured maintains its headquarters and where the insured’s high-level officers direct, control and coordinate the business activities; or (b) if the insured’s high-level officers direct, control and coordinate the business activities in more than one State, the State in which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated; or (c) if the insured maintains its headquarters or the insured’s high-level officers direct, control and coordinate the business activities outside any State, the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.

(3) **“Principal residence”** means, with respect to determining the Home State of the insured, (a) the State where the insured resides for the greatest number of days during a calendar year; or (b) if the insured’s principal residence is located outside any State, the State to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.

(4) **Affiliated Groups.**—If more than one insured from an affiliated group are named insureds on a single Nonadmitted Insurance contract, the term “Home State” means the Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract.

(5) **Group Insurance.** When the group policyholder pays 100% of the premium from its own funds, the term “Home State” means the Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the group policyholder. When the group policyholder does not pay 100% of the premium from its own funds, the term “Home State” means the Home State, as determined pursuant to subparagraph (A) of paragraph (1) of this subsection, of the group member.

e. **“Independently Procured Insurance”** means insurance procured by an insured directly from a Nonadmitted Insurer as permitted by the laws of the Home State.

f. **“Licensed”** means, with respect to an insurer, authorization to transact the business of insurance by a license, certificate of authority, charter, or otherwise.

g. “**Multi-State Risk**” means a risk covered by a Nonadmitted Insurer with insured exposures in more than one State.

h. “**Nonadmitted Insurance**” means any Property and Casualty Insurance permitted in a State to be placed directly or through a Surplus Lines Licensee with a Nonadmitted Insurer eligible to accept such insurance. For purposes of this Agreement, Nonadmitted Insurance includes Independently Procured Insurance and Surplus Lines Insurance.

i. “**Nonadmitted Insurer**” means, with respect to a State, an insurer not licensed to engage in the business of insurance in such State, but shall not include a risk retention group, as that term is defined in section (2)(a)(4) of the Liability Risk Retention Act of 1986 (15 U.S.C. 3901(a)(4)).

j. “**Non-Participating State**” means any State that has not executed this Agreement.

k. “**Participating State**” means any State that has executed this Agreement and that has not withdrawn or defaulted pursuant to Part VII.

l. “**Property and Casualty Insurance**” means any kind of insurance on property, fidelity and surety insurance, or liability insurance, but does not mean title insurance, workers’ compensation insurance, or any insurance on the life of a person, including life insurance, annuities, accident and health insurance, or disability insurance.

m. “**Single-State Risk**” means a risk with insured exposures in only one State.

n. “**Surplus Lines Insurance**” means insurance procured by a Surplus Lines Licensee from a Surplus Lines Insurer as permitted under the law of the Home State; for purposes of this Agreement, “Surplus Lines” shall also mean excess line as may be defined by applicable State law.

o. “**Surplus Lines Insurer**” means a Nonadmitted Insurer permitted under the law of the Home State to accept business from a Surplus Lines Licensee.

p. “**Surplus Lines Licensee**” means an individual, firm or corporation that is licensed in a State to sell, solicit or negotiate insurance, including the agent of record on a Nonadmitted Insurance policy, on properties, risks or exposures located or to be performed in a State with Nonadmitted Insurers.

6. In this Agreement, unless otherwise specified, words or expressions used in this Agreement have the same meaning as in the Nonadmitted and Reinsurance Reform Act of 2010.

7. The following are the Annexes that are attached to, and that form an integral part of, this Agreement: **Annex A** - Nonadmitted Insurance Premium Tax Allocation Schedule; **Annex B** – Allocation Formula; and **Exhibit 1** – Information Required to be Submitted by the Broker or Insured via the Clearinghouse Web Portal.

PART III

Implementation

8. The Participating State, as signatory herein, represents that it has the legal authority necessary to enter into this Agreement for the purposes stated in the Agreement, including the allocation among the other Participating States of applicable Nonadmitted Insurance premium taxes and the use of the designated Clearinghouse for the facilitation of the payment and distribution of such premium taxes.
9. Pursuant to the terms of this Agreement, each Participating State agrees to:
 - a. implement nationwide uniform requirements, forms and procedures that facilitate the reporting, payment, collection and allocation of premium taxes for Nonadmitted Insurance for Multi-State Risks;
 - b. allocate among the applicable Participating States the Nonadmitted Insurance premium taxes required by an insured's Home State as described herein;
 - c. work collaboratively and in a timely manner towards the imposition of NRRA's Nonadmitted Insurance premium tax reforms by July 21, 2011; and
 - d. establish and utilize a Clearinghouse to facilitate the receipt, allocation, and distribution of the payment of Nonadmitted Insurance premium taxes to the Participating States.

PART IV

Collection and Allocation Procedures

10. The Clearinghouse will operate pursuant to a plan of operation, to be agreed upon by two-thirds of the Participating States, to ensure that the Clearinghouse and its computer software system are capable of meeting the requirements of this Agreement.
11. Each Participating State agrees to use the Clearinghouse for all Multi-State Risks for which that state is the Home State. Except as otherwise provided, each Participating State agrees to require Surplus Lines Licensees and insureds who independently procure insurance to utilize the Clearinghouse for the reporting and payment of Nonadmitted Insurance premium taxes for all Multi-State Risks for which that state is the Home State. This Agreement shall not require a State to treat any Property and Casualty Insurance as Nonadmitted Insurance where the laws of the State do not provide such treatment. Further, each Participating State may, at its discretion, agree to use the Clearinghouse for any Single-State Risks or non-Property and Casualty Insurance risks for which that state is the Home State.
12. Each Participating State agrees to contract with the Clearinghouse to provide the services that are the subject of this Agreement. There shall be no material variations in the terms of each Participating State's contract with the Clearinghouse and each such contract shall include, but not be limited to, terms prohibiting the Clearinghouse from lobbying, accepting gifts or donations, political activity of any kind,

or conflicts of interest, and shall include terms requiring confidentiality of information received by or provided to the Clearinghouse.

13. Each Participating State agrees to require the payment of taxes, fees and assessments when the Participating State is the Home State as follows: (a) as determined by the Home State on the portion of the premium allocated to the Home State based on Annex A and Annex B; (b) specified by each Participating State on the portion of the premium allocated to that State based on Annex A and Annex B; and (c) determined by the Home State on any portion of the premium not allocated under subsections (a) and (b) of this section. Each Participating State agrees to establish one tax rate, encompassing any applicable taxes, fees and assessments, that applies to Nonadmitted Insurance; provided, however, that nothing shall require a Participating State to impose a tax on any kind of insurance for which the State presently does not have an obligation to tax or has allowed an exemption; and further provided that, where a Home State utilizes a surplus lines stamping office, the stamping office may, in accordance with the laws of that State, impose stamping fees in addition to the tax.

14. Each Participating State shall give notice to the Clearinghouse of any changes to its statewide Nonadmitted Insurance premium tax rate and any statewide assessments at least 90 days prior to the effective date of such changes. The Clearinghouse will send notice of any changes to all of the Participating States via electronic mail to the designated contact of each Participating State.

15. Each Participating State agrees to authorize the Clearinghouse, when the Participating State is the Home State, to collect a reasonable fee, to be established by contract between the Participating State and the Clearinghouse, payable by the insured directly or through a Surplus Lines Licensee on each transaction processed through the Clearinghouse to cover the cost of the operations and activities of the Clearinghouse. If the Home State has a stamping office, this fee shall be in addition to the service fee that is received by the stamping office.

16. No Participating State, other than the Home State, may require a Surplus Lines Licensee to submit data, reports or insurance documentation to a stamping office of that State. A Home State with a stamping office may require the initial submission of transaction data, premium taxes and fees with the stamping office of that State provided the State agrees by contract with the Clearinghouse to forward relevant transaction data, premium taxes and fees to the Clearinghouse for distribution to other Participating States.

17. Except as otherwise provided, each Participating State agrees to require, by statute or rule, for those policies of Nonadmitted Insurance where that State is the Home State and for which the payment of Nonadmitted Insurance premium taxes is due, that the Surplus Lines Licensee or insured who independently procures insurance shall forward such payments and related information based on Annex A and Annex B to the Clearinghouse for deposit in the Clearinghouse account. Each Participating State agrees to require that the payment of Nonadmitted Insurance premium taxes will be accompanied by transaction data consistent with Exhibit 1. After the Clearinghouse has collected and reconciled the payments, the appropriate amount will be deposited into each Participating State's depository account at the banking institution selected by the Participating State. With respect to the depository accounts of the Participating States, the Clearinghouse shall only have the authority to transfer premium taxes collected and on deposit in the Clearinghouse account into the depository account of the Participating States.

18. For those policies of Nonadmitted Insurance where transaction data consistent with Exhibit 1 is submitted prior to the payment of Nonadmitted Insurance premium taxes, each Participating State agrees that the accounting of taxes due will be tracked by the Clearinghouse, and the payment thereof will be handled by the Clearinghouse. Each Participating State agrees to require the Surplus Lines Licensee or insured who independently procures insurance, as applicable, to submit information based on Annex A and Annex B. The Clearinghouse will assess the allocated premium based upon each Participating State's statewide Nonadmitted Insurance tax rate and statewide assessments for each Participating State with exposure. At the end of the reporting period, the Clearinghouse will allocate the amount collected on behalf of the Home State to all other Participating States and net the amounts owed to or from each of the States. The netting of taxes will be based on the actual amount collected.

19. The Clearinghouse will report to the Participating States, Surplus Lines Licensees and insureds who independently procure insurance, within 15 days of the quarterly premium tax filing and payment dates set forth in section 20 of this Part, all premium taxes owed to each of the Participating States for the preceding quarter, the dates upon which payment of such premium taxes are due, and the method through which they were paid to the Clearinghouse.

20. Each Participating State agrees that, when it is the Home State, it shall require tax filings and payments quarterly utilizing the following dates only: February 15 for the quarter ending the preceding December 31, May 15 for the quarter ending the preceding March 31, August 15 for the quarter ending the preceding June 30, and November 15 for the quarter ending the preceding September 30.

21. The Home State agrees to enforce, if necessary and to the extent allowed by the laws of the Home State, any of the following: unpaid tax; interest due; and applicable penalties. The Home State will follow the calculation of these amounts and the methods of collection governed by the laws of the Home State and the plan of operation adopted pursuant to this Agreement.

PART V

Dispute Resolution

22. Each Participating State agrees to exercise best efforts to reach consensus in respect to disputed issues arising on matters governed by this Agreement.

23. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the affected Participating States agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. A dispute involving one or more Participating States or the Clearinghouse is a dispute arising out of or relating to this Agreement for purposes of this Part.

PART VI

Participating States, Effective Date and Amendment

24. Any State is eligible to become a Participating State. This Agreement shall become effective and binding as of the first day the Agreement is executed by the duly authorized representatives of at least two (2) Participating States.

25. Amendments may be proposed by any of the Participating States under this Agreement. The amendment shall become effective after two-thirds of the Participating States agree in writing to accept the amendment.

PART VII

Withdrawal, Default and Dissolution

26. Withdrawal

a. Once effective, this Agreement shall continue in force and remain binding upon each and every Participating State, provided that a Participating State may withdraw from the Agreement ("Withdrawing State") by providing 60 days' written notice to the Clearinghouse, which shall provide advance written notice to all Participating States and facilitate public notice of the State's withdrawal from the Agreement.

b. The Withdrawing State is responsible for all obligations, duties and liabilities incurred through the effective date of withdrawal, including any obligations, the performance of which extend beyond the effective date of withdrawal.

27. Default

a. If any Participating State has at any time defaulted ("Defaulting State") in the performance of any of its obligations or responsibilities under this Agreement, the Defaulting State shall be suspended from the effective date of default. The grounds for default include, but are not limited to, failure of a Participating State to perform its obligations or responsibilities as required by this Agreement.

b. Reinstatement following termination of any Participating State requires renewed execution of the Agreement.

28. Dissolution of Agreement

a. The Agreement dissolves effective upon the date of the withdrawal or default of the Participating State that reduces membership in the Agreement to one Participating State.

b. Upon the dissolution of this Agreement, the Agreement becomes null and void and shall be of no further force or effect.

PART VIII

Severability and Construction

29. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is deemed unenforceable, the remaining provisions of this Agreement shall be enforceable.
30. The provisions of this Agreement shall be liberally construed to effectuate its purposes.
31. Throughout this Agreement, the use of the singular shall include the plural and vice-versa. The headings and captions of parts, sections, subsections, paragraphs and sub-paragraphs used in this Agreement are for convenience only and shall be ignored in construing the substantive provisions of this Agreement.

PART IX

Binding Effect of Agreement and Other Laws

32. The terms of this Agreement, and the procedures to be established as amendments to this Agreement, are binding upon the Participating States, except as otherwise may be provided herein.
33. Each Participating State agrees to abide by the applicable laws, regulations, and statutes concerning confidentiality and nondisclosure of information to the extent required or allowed by law. This Agreement neither abrogates nor supersedes applicable Participating State laws respecting confidentiality, trade secrets and proprietary information.

PART X

Miscellaneous

34. This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which taken together will constitute one and the same instrument. Counterparts may be executed either by hard copy or electronically, or by facsimile, and the Participating States shall accept any signatures received by electronic mail or facsimile as original signatures of the Participating State. The Participating State will promptly forward to the other Participating States and the Clearinghouse a signed copy of this Agreement.
35. By entering into this Agreement, a Participating State is not deemed to surrender or abandon any of the powers, rights, privileges or authorities vested in it under its State constitution, statutes, acts, or otherwise, or to impair any of such powers, rights, privileges or authorities.
36. This Agreement, including all Annexes and the Exhibit attached, constitutes the entire agreement between the Participating States with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings between the Participating States with respect to that subject matter.
37. After execution of this Agreement, each Participating State will do, or cause to be done, all acts as the other Participating States may reasonably require from time to time for the purpose of giving effect to this Agreement and each Participating State will use reasonable efforts, and take all steps as may be reasonably within that Participating State's power, to implement to its full extent the provisions of this Agreement.

ANNEX A
Nonadmitted Insurance Premium Tax Allocation Schedule

This Annex to the Agreement sets forth the provisions governing the method of tax allocation for Multi-State Risks, as specified in Part III. If the allocation schedule does not identify a classification appropriate to the property or risk being insured, then the Surplus Lines Licensee, or an insured who independently procures insurance, consistently shall use an alternative method of equitable allocation across similar types of insurance policies and contracts, and shall maintain for at least five years, documented evidence of the bases and other criteria used by the Surplus Lines Licensee or insured who independently procures insurance in order to substantiate the method.

EXPOSURE ALLOCATION METHODOLOGY

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
PROPERTY	<p>ALL PROPERTY UNLESS MORE SPECIFICALLY DESCRIBED ELSEWHERE</p> <p>INCLUDES BOTH REAL AND PERSONAL PROPERTY, GLASS, CROP, ANIMALS, RESIDUAL VALUE</p>	<p>ALL RISK INCLUDING LEAKAGE OF SPRINKLERS, EXPLOSION, RIOT & CIVIL COMMOTION, EARTHQUAKE, BLANKET FORM, WATER DAMAGE, BUSINESS INTERRUPTION, TIME ELEMENT OR SIMILAR TIME VALUE COVERAGE, FIRE AND EXCESS OF LOSS</p>	<p>TIV (TIV= PD + BI) TOTAL INSURED VALUE = PHYSICAL DAMAGE + BUSINESS INTERRUPTION</p>
	AVIATION	PHYSICAL DAMAGE, ALL OTHERS	TIV
	BOILER & MACHINERY	DIRECT, CONSEQUENTIAL, ENGINE & MACHINERY, ALL OTHERS	TIV
	INLAND MARINE	FINE ARTS DEALERS, JEWELERS BLOCK, FURRIERS BLOCK, BUSINESS & PERSONAL FLOATER, BUILDERS RISK, ALL OTHER NON APPEARANCE & ABANDONMENT	TIV
	INLAND MARINE	MOTOR TRUCK CARGO	GARAGE LOCATION
	MOTOR VEHICLE PHYSICAL DAMAGE		TIV OF MOTOR VEHICLES PRINCIPALLY GARAGED OR PRINCIPALLY USED IN STATES
	GENERAL LIABILITY /		

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
CASUALTY	UMBRELLA / EXCESS LIABILITY	MANUFACTURERS AND CONTRACTORS	PAYROLL IN STATE
		PREMISES OPERATIONS	SQUARE FOOTAGE OF PREMISES IN STATE
		OWNERS AND CONTRACTORS PROTECTIVE	COST OF CONTRACT IN STATE
		PRODUCTS	SALES IN STATE
		COMPLETED OPERATIONS	RECEIPTS IN STATE
		CHILD CARE	NUMBER OF CHILDREN IN STATE
		CONTRACTUAL	IF "STAND ALONE" POLICY, VALUE OF SALES IN STATE
		RECREATIONAL	AMOUNT OF GATE RECEIPTS IN STATE
		SPECIAL EVENTS	NUMBER OF EVENTS IN STATE
		PROFESSIONAL LIABILITY	NUMBER OF INSURED IN STATE
		ERRORS & OMISSIONS (E&O) / PROFESSIONAL LIABILITY	
MEDICAL MALPRACTICE	INCLUDES MEDICAL MALPRACTICE FOR INDIVIDUAL HEALTHCARE PROVIDERS OR FACILITIES, I.E. HOSPITALS, NURSING HOMES, PSYCHIATRIC CENTERS	REVENUES (RECEIPTS), NUMBER OF PROFESSIONALS OR BED COUNT BY STATE	

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
CASUALTY (CONT'D)	EMPLOYMENT PRACTICES LIABILITY (EPLI)	EPLI FOR ALL INDUSTRIES	HEADCOUNT BY STATE
	MUNICIPALITIES, PUBLIC AUTHORITIES AND OTHER POLITICAL SUBDIVISIONS		NUMBER OF MUNICIPALITIES, ETC.
	ENVIRONMENTAL IMPAIRMENT		NUMBER OF UNITS OF EXPOSURE
	ASBESTOS ABATEMENT		PAYROLL
	EMPLOYEE/MEMBER BENEFIT PROGRAM		NUMBER OF EMPLOYEES/MEMBERS
	MOTOR VEHICLE	AUTOMOBILE LIABILITY, EXCESS AUTOMOBILE LIABILITY	NUMBER OF MOTOR VEHICLES PRINCIPALLY GARAGED OR PRINCIPALLY USED IN STATES
	RAILROAD PROTECTIVE		MILES OF TRACK IN STATE
MARINE	VESSELS		PRINCIPAL BERTHING LOCATION
	ALL OTHER PROPERTY		TIV
AVIATION	AIRCRAFT	NON-OWNED AIRCRAFT, AIRCRAFT LIABILITY	HANGAR LOCATION
FINANCIAL RISK	DIRECTORS AND OFFICERS LIABILITY	GENERAL PARTNERSHIP LIABILITY	REVENUE GENERATED IN STATE
	SEC LIABILITY	UNAUTHORIZED TRADING	REVENUE GENERATED IN STATE
	KIDNAP & RANSOM		EMPLOYEES
	EXCESS SIPC		REVENUE GENERATED IN STATE
	MORTGAGE IMPAIRMENT		TIV

MAJOR COVERAGE	COVERAGE TYPE	INCLUDING	*ALLOCATION BASIS BY STATE
FINANCIAL RISK (CONT'D)			
	PATENT INFRINGEMENT		REVENUE GENERATED IN STATE
	SECURITIES	MAIL	TIV
	MEDIA LIABILITY		TIV
	SERVICE CONTRACTS/WARRANTIES		REVENUE GENERATED IN STATE
	TAX OPINION GUARANTEE		REVENUE GENERATED IN STATE
	INTELLECTUAL PROPERTY		REVENUE GENERATED IN STATE
CRIME	CRIME	BLANKET CRIME, FIDELITY BOND, INDIVIDUAL BOND, EMPLOYEE DISHONESTY, FORGERY, THEFT, ROBBERY, BURGLARY, FRAUD	EMPLOYEE COUNT
ACCIDENT AND HEALTH	ACCIDENT AND HEALTH	DISEASE, ACCIDENTAL INJURY OR DEATH, MEDICAL SURGICAL EXPENSES AND INCOME PAYMENTS	LOCATION OF EMPLOYEES OR CORPORATE HEADQUARTERS
CREDIT	CREDIT		VALUE OF INSURED DEBT IN STATE
FIDELITY & SURETY	PERFORMANCE BONDS		TOTAL BOND VALUE OF CONTRACTS IN STATE
	OTHER SURETY BONDS		TOTAL BOND VALUE OF CONTRACTS IN STATE

* U.S. PREMIUM ONLY

ANNEX B
Allocation Formula

For the purposes of this Annex and subject to Parts III, IV, and VII, the Nonadmitted Insurance premium tax revenue for a calendar tax year or for a sub-period of a calendar tax year, as the case may be, is the amount determined by the formula:

Tax Allocation = (Net tax due to each State/net tax due to all States) x Amount collected

Home State Net Taxes = (Taxes collected for the Home State + Taxes due from other Participating States) – Taxes owed to other Participating States

Total Premium Tax to be Collected on Each Multi-State Policy = (Home State's tax rate x Portion of premium allocated to Home State) + (Home State's tax rate x Premium allocated to Non-Participating State if insurer is nonadmitted in that State) + (Participating States' tax rate x Premium allocated to each Participating State if insurer is nonadmitted in that state)

Exhibit 1

**Information Required to be Submitted
By the Broker or Insured via the Clearinghouse Web Portal**

A. Submission Contact

Name

Address

Phone Number

E-mail address

Independently procured policy? (Y/N)

B. Agency/Brokerage Firm Data

State

License Number

Name

Address

Phone Number

C. Agent/Sublicensee or Individual Licensee Data

State

License Number

Name

Office Address

Mailing Address

Phone Number

E-mail Address

D. Billing Contact

Name

Address

E-mail Address

Phone Number

E. Policy Data

Policy Number/Binder Number if Policy Number is not available

Effective Date

Expiration Date

Insured Name

Home State of Insured

F. Transaction Data

NAIC Insurer Code Number(s)

Insurer Name(s)

Total Policy Premium by Insurer(s)

Coverage Code

Tax Status

Transaction Type (New, Renewal or Endorsement)

Allocation among States:

Allocation Method

Premiums Allocated to Each State

SB289



Introduced in the Senate on Mar 21, 2011.

By: (Bolded name indicates primary sponsorship)
Copening

Makes various changes relating to insurance. (BDR 57-521)

Fiscal Notes

Effect on Local Government: No.
Effect on State: No.

Most Recent History Approved by the Governor. Chapter 355.

Action:
(See full list below)

Upcoming Hearings

Past Hearings

Committee	Date	Time	Agenda	Minutes	Action
Senate Commerce, Labor and Energy	Mar 31, 2011	08:00 AM	Agenda	Minutes	Do pass
Assembly Commerce and Labor	May 02, 2011	01:30 PM	Agenda		No action
Assembly Commerce and Labor	May 18, 2011	01:30 PM	Agenda		Not heard
Assembly Commerce and Labor	May 20, 2011	See Agenda	Agenda		Amend, and do pass as amended

Final Passage Votes

Final Passage	(As Introduced)	Date	Yea	Nay	Excused	Not Voting	Absent
Senate Final Passage	(As Introduced)	Apr 07, 2011	21,	0,	0,	0,	0
Assembly Final Passage	(1st Reprint)	May 30, 2011	42,	0,	0,	0,	0

Bill Text As Introduced 1st Reprint As Enrolled

Adopted Amendments Amend. No. 855

Bill History

Mar 21, 2011

- Read first time. Referred to Committee on Commerce, Labor and Energy. To printer.

Mar 23, 2011

- From printer. To committee.

Apr 04, 2011

- From committee: Do pass.

Apr 06, 2011

- Read second time.

Apr 07, 2011

- Read third time. Passed. Title approved. (Yeas: 21, Nays: None.) To Assembly.

Apr 08, 2011

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- In Assembly.
- Read first time. Referred to Committee on Commerce and Labor. To committee.

May 25, 2011

- From committee: Amend, and do pass as amended.
- Placed on Second Reading File.
- Taken from Second Reading File.
- Placed on Chief Clerk's desk.

May 30, 2011

- Declared an emergency measure under the Constitution.
- Taken from Chief Clerk's desk.
- Taken from General File.
- Amendment No. **715** withdrawn.
- Read third time. Amended. (Amend. No. **855**.)
- Dispensed with reprinting.
- Read third time. Passed, as amended. Title approved, as amended. (**Yeas: 42, Nays: None.**)
- To printer.

May 31, 2011

- From printer. To engrossment. Engrossed. **First reprint**.
- To Senate.

Jun 02, 2011

- In Senate.

Jun 04, 2011

- Assembly Amendment No. **855** concurred in. To enrollment.

Jun 06, 2011

- Enrolled and delivered to Governor.

Jun 13, 2011

- Approved by the Governor. Chapter 355.
- **Effective June 13, 2011.**

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Senate Bill No. 289—Senator Copening
(by request)

CHAPTER.....

AN ACT relating to insurance; revising provisions relating to nonadmitted insurance; authorizing the Commissioner of Insurance to enter into a multi-state agreement concerning nonadmitted insurance; revising provisions relating to the assessment and disbursement of taxes on nonadmitted insurance; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, certain insurance coverages that cannot be procured from authorized insurers in Nevada, known as surplus lines, may be obtained from unauthorized insurers if certain conditions are met. (NRS 685A.040) Additionally, a tax is assessed on the premiums charged for surplus lines coverages. (NRS 685A.175, 685A.180) On July 21, 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act, of which the Nonadmitted and Reinsurance Reform Act (NRRA) was a part, was signed into law. (Pub. L. No. 111-203, 124 Stat. 1376) The NRRA authorizes the states to participate in a multi-state agreement to allocate premium tax proceeds for nonadmitted insurance on multi-state risks amongst the states and prohibits any state other than the insured's home state from collecting premium taxes on nonadmitted insurance. The NRRA also prohibits any state other than the insured's home state from regulating the placement of nonadmitted insurance and from requiring a surplus lines broker to be licensed. (15 U.S.C. §§ 8201 et seq.)

This bill makes various changes to existing law to conform to the NRRA. **Sections 17, 32 and 33** of this bill authorize the Commissioner to enter into a multi-state agreement concerning nonadmitted insurance and to provide for the payment of premium tax to and disbursement of premium tax from the clearinghouse established through the multi-state agreement.

EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~inserted/omitted~~ is material to be omitted.

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

Section 1. NRS 680B.040 is hereby amended to read as follows:

680B.040 1. Every insured ~~+++~~ *for whom this State is the home state as defined in section 8 of this act* who procures or causes to be procured or continues or renews insurance in an unauthorized alien or foreign insurer, or any self-insurer in this State who ~~+-+~~ procures or continues excess loss, catastrophe or other insurance, ~~upon a subject of insurance resident, located or to be performed within this State.~~ other than insurance procured through



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a surplus line broker pursuant to chapter 685A of NRS or exempted from that chapter, shall within ~~30~~ 45 days after the ~~date~~ *end of each quarter in which* such insurance was so procured, continued or renewed, file a written report ~~with the Department of Taxation on forms prescribed by the Executive Director of the Department of Taxation in cooperation with~~ *as directed by the Commissioner pursuant to chapter 685A of NRS* and furnished to such an insured upon request. The report must show:

- (a) The name and address of the insured or insureds.
- (b) The name and address of the insurer.
- (c) The subject of the insurance.
- (d) A general description of the coverage.
- (e) The premium currently charged therefor.
- (f) Such additional pertinent information as is reasonably requested by the Commissioner or the ~~Executive Director of the Department of Taxation~~ *designee of the Commissioner.*

➤ If any such insurance covers also a subject of insurance resident, located or to be performed outside of this State ~~for which this State is the home state of the insured as defined in section 8 of this act~~, for the purposes of this section a proper pro rata portion of the entire premium payable for all such insurance must be allocated ~~as to the subjects of insurance resident, located or to be performed in this State~~ *and disbursed pursuant to the provisions of chapter 685A of NRS.*

2. ~~Any insurance in an unauthorized insurer procured through negotiations or an application in whole or in part occurring or made within or from within this State, or for which premiums in whole or in part are remitted directly or indirectly from within this State, shall be deemed to be insurance procured or continued or renewed in this State within the intent of subsection 1.~~

~~3.~~ For the general support of the government of this State there is levied upon the obligation, chose in action or right represented by the premium charged or payable for such insurance a tax at the rate prescribed in NRS ~~680B.027~~ *685A.175 and 685A.180*. The insured shall withhold the amount of the tax from the amount of premium charged by and otherwise payable to the insurer for such insurance, and within 30 days after the insurance was so procured, continued or renewed, and coincidentally with the filing of the report provided for in subsection 1, the insured shall pay the amount of the tax ~~to the State Treasurer through the Department of Taxation.~~

~~4.~~ *as directed by the Commissioner.*



3. If the insured fails to withhold from the premium the amount of tax levied in this section, the insured is liable for the amount of the tax and shall pay it ~~{to the Department of Taxation}~~ *as directed by the Commissioner* within the time stated in subsection ~~{3}~~.

~~{5}~~ 2.

4. If the insured fails to pay the tax imposed by this section, the insured shall in addition to any other applicable penalty pay a penalty of not more than 10 percent of the amount of the tax which is owed, as determined by the Department of Taxation, in addition to the tax, plus interest at the rate of 1.5 percent per month, or fraction of a month, from the date on which the tax should have been paid until the date of payment.

~~{6}~~ 5. The tax is collectible from the insured by civil action brought by the Department of Taxation, and by the seizure, distraint and sale of any property of the insured situated in this State.

~~{7}~~ 6. This section does not abrogate or modify any other provision of this Code.

~~{8}~~ 7. This section does not apply to life or disability insurances.

~~{9}~~ 8. The provisions of this section do not prohibit the procurement of insurance from an unauthorized alien or foreign insurer by a person in accordance with the requirements of subsection 9 of NRS 680A.070.

~~{10} The Department of Taxation shall report to the Commissioner concerning independently procured insurance transactions reported to the Department of Taxation pursuant to this section.~~

Sec. 2. NRS 680C.110 is hereby amended to read as follows:

680C.110 1. In addition to any other fee or charge, the Commissioner shall collect in advance and receipt for, and persons so served must pay to the Commissioner, the fees required by this section.

2. A fee required by this section must be:

(a) If an initial fee, paid at the time of an initial application or issuance of a license, as applicable;

(b) If an annual fee, paid on or before March 1 of every year;

(c) If a triennial fee, paid on or before the time of continuation, renewal or other similar action in regard to a certificate, license, permit or other type of authorization, as applicable; and

(d) Deposited in the Fund for Insurance Administration and Enforcement created by NRS 680C.100.

3. The fees required pursuant to this section are not refundable.



4. The following fees must be paid by the following persons to the Commissioner:

- (a) Associations of self-insured private employers, as defined in NRS 616A.050:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (b) Associations of self-insured public employers, as defined in NRS 616A.055:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (c) External review organizations, as provided for in NRS 616A.469 or 683A.371, or both:
 - (1) Initial fee..... \$60
 - (2) Annual fee \$60
- (d) Insurers not otherwise provided for in this subsection:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (e) Producers of insurance, as defined in NRS 679A.117:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (f) Accredited reinsurers, as provided for in NRS 681A.160:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (g) Intermediaries, as defined in NRS 681A.330:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (h) Reinsurers, as defined in NRS 681A.370:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (i) Administrators, as defined in NRS 683A.025:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (j) Managing general agents, as defined in NRS 683A.060:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (k) Agents who perform utilization reviews, as defined in NRS 683A.376:
 - (1) Initial fee..... \$60
 - (2) Annual fee \$60



- (l) Insurance consultants, as defined in NRS 683C.010:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (m) Independent adjusters, as defined in NRS 684A.030:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (n) Public adjusters, as defined in NRS 684A.030:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (o) Associate adjusters, as defined in NRS 684A.030:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (p) Motor vehicle physical damage appraisers, as defined in NRS 684B.010:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (q) Brokers, as defined in ~~NRS 685A.030~~ *section 5 of this act*:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (r) Eligible surplus line insurers, as provided for in NRS 685A.070:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (s) Companies, as defined in NRS 686A.330:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (t) Rate service organizations, as defined in NRS 686B.020:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (u) Brokers of viatical settlements, as defined in NRS 688C.030:
 - (1) Initial fee..... \$60
 - (2) Annual fee \$60
- (v) Providers of viatical settlements, as defined in NRS 688C.080:
 - (1) Initial fee..... \$60
 - (2) Annual fee \$60
- (w) Agents for prepaid burial contracts subject to the provisions of chapter 689 of NRS:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60



(x) Agents for prepaid funeral contracts subject to the provisions of chapter 689 of NRS:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(y) Sellers of prepaid burial contracts subject to the provisions of chapter 689 of NRS:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(z) Sellers of prepaid funeral contracts subject to the provisions of chapter 689 of NRS:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(aa) Providers, as defined in NRS 690C.070:	
(1) Initial fee.....	\$1,300
(2) Annual fee	\$1,300
(bb) Escrow officers, as defined in NRS 692A.028:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(cc) Title agents, as defined in NRS 692A.060:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(dd) Captive insurers, as defined in NRS 694C.060:	
(1) Initial fee.....	\$250
(2) Annual fee	\$250
(ee) Fraternal benefit societies, as defined in NRS 695A.010:	
(1) Initial fee.....	\$1,300
(2) Annual fee	\$1,300
(ff) Insurance agents for societies, as provided for in NRS 695A.330:	
(1) Initial fee.....	\$60
(2) Triennial fee.....	\$60
(gg) Corporations subject to the provisions of chapter 695B of NRS:	
(1) Initial fee.....	\$1,300
(2) Annual fee	\$1,300
(hh) Health maintenance organizations, as defined in NRS 695C.030:	
(1) Initial fee.....	\$1,300
(2) Annual fee	\$1,300



- (ii) Organizations for dental care, as defined in NRS 695D.060:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (jj) Purchasing groups, as defined in NRS 695E.100:
 - (1) Initial fee..... \$250
 - (2) Annual fee \$250
- (kk) Risk retention groups, as defined in NRS 695E.110:
 - (1) Initial fee..... \$250
 - (2) Annual fee \$250
- (ll) Prepaid limited health service organizations, as defined in NRS 695F.050:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (mm) Medical discount plans, as defined in NRS 695H.050:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (nn) Club agents, as defined in NRS 696A.040:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (oo) Motor clubs, as defined in NRS 696A.050:
 - (1) Initial fee..... \$1,300
 - (2) Annual fee \$1,300
- (pp) Bail agents, as defined in NRS 697.040:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (qq) Bail enforcement agents, as defined in NRS 697.055:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (rr) Bail solicitors, as defined in NRS 697.060:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60
- (ss) General agents, as defined in NRS 697.070:
 - (1) Initial fee..... \$60
 - (2) Triennial fee..... \$60

Sec. 3. NRS 683A.321 is hereby amended to read as follows:

683A.321 1. A producer of insurance shall not act as an agent unless he or she is appointed as an agent by the insurer. A producer who is not acting as an agent is a broker who does not need to be appointed.



2. To appoint a producer of insurance as its agent, an insurer must file, in a form approved by the Commissioner, a notice of appointment within 15 days after the contract is executed or the first application for insurance is submitted. An insurer may appoint a producer to act as agent for all or some insurers within its holding company or group by filing a single notice of appointment. A notice of appointment may include several agents.

3. Upon receipt of a notice of appointment, the Commissioner shall determine within 30 days whether the producer of insurance is eligible for appointment. If the producer of insurance is not, the Commissioner shall so notify the insurer within 5 days after the determination is made.

4. An insurer shall pay an appointment fee and remit an annual renewal fee for each producer of insurance appointed as its agent. A payment or remittance may include fees for several agents.

5. A broker shall not place insurance, other than life insurance, health insurance, annuity contracts or coverage written pursuant to the ~~{Surplus Lines}~~ *Nonadmitted Insurance* Law set forth in chapter 685A of NRS, that covers property or risks within this state unless the broker does so with a licensed agent of an authorized insurer.

6. A producer who is acting as an agent may also act as and be a broker with regard to insurers for which he or she is not acting as an agent. The sole relationship between an insurer and a broker who is appointed as an agent by the insurer as to any transactions arising during the period in which the broker is appointed as an agent is that of insurer and agent, and not insurer and broker.

7. As used in this section:

(a) "Agent" means a producer of insurance who is compensated by the insurer and sells, solicits or negotiates insurance for the insurer.

(b) "Broker" means a producer of insurance who:

(1) Is not an agent of an insurer;

(2) Solicits, negotiates or procures insurance on behalf of an insured or prospective insured; and

(3) Does not have the power, by his or her own actions as a broker, to obligate an insurer upon any risk or with reference to any transaction of insurance.

Sec. 4. Chapter 685A of NRS is hereby amended by adding thereto the provisions set forth as sections 5 to 17, inclusive, of this act.

Sec. 5. "*Broker*" means a surplus lines broker duly licensed as such under this chapter.



Sec. 6. 1. *“Exempt commercial purchaser” means any person or political subdivision of this State purchasing commercial insurance:*

(a) Who, at the time of placement, employs or retains a qualified risk manager to negotiate insurance coverage;

(b) Who, at the time of placement, has paid aggregate nationwide commercial property and casualty insurance premiums of more than \$100,000 in the immediately preceding 12 months; and

(c) Who, at the time of placement, satisfies one of the following conditions:

(1) Possesses a net worth of more than \$20,000,000;

(2) Generates annual revenues of more than \$50,000,000;

(3) Employs more than 500 full-time or full-time equivalent employees or is a member of an affiliated group that employs more than 1,000 employees in the aggregate;

(4) Is a nonprofit organization or public entity that generates annual budgeted expenditures of \$30,000,000 or more; or

(5) Is a city whose population is 25,000 or more or a county whose population is 20,000 or more.

2. The amounts set forth in subparagraphs (1), (2) and (4) of paragraph (c) of subsection 1 must be adjusted on or before January 1, 2015, and every 5 years thereafter to reflect inflation, as measured by the average percentage of increase or decrease in the Consumer Price Index for All Urban Consumers of the United States Department of Labor, Bureau of Labor Statistics for the preceding 5 years. The Commissioner shall determine the amount of the increase or decrease required by this subsection and establish the adjusted amounts to take effect on January 1 of that year.

Sec. 7. *“Export” means to place insurance in an unauthorized insurer under this chapter.*

Sec. 8. *“Home state” means:*

1. For an insured:

(a) The state in which the insured maintains its principal place of business or, in the case of an individual, the individual’s principal residence; or

(b) If 100 percent of the insured risk is located outside of the state determined pursuant to paragraph (a), the state to which the greatest percentage of the insured’s taxable premium for that insurance contract is allocated.



2. *If more than one insured from an affiliated group is a named insured on a single nonadmitted insurance contract, the state determined pursuant to paragraph (a) of subsection 1 for the member of the affiliated group that has the largest percentage of premium attributed to it under the nonadmitted insurance contract.*

3. *For a policy of group insurance:*

(a) *If the group policyholder pays 100 percent of the premium from its own funds, the state determined pursuant to paragraph (a) of subsection 1 for the group policyholder.*

(b) *If the group policyholder does not pay 100 percent of the premium from its own funds, the state determined pursuant to paragraph (a) of subsection 1 for the group member.*

Sec. 9. *"Independently procured insurance" means insurance procured directly by an insured from a nonadmitted insurer.*

Sec. 10. *"Multi-state risk" means a risk covered by a nonadmitted insurer to which the insured is exposed in more than one state.*

Sec. 11. *"Nonadmitted insurance" means any property and casualty insurance permitted to be placed directly or through a broker with a nonadmitted insurer eligible to accept such insurance. The term includes both independently procured insurance and surplus lines insurance.*

Sec. 12. *"Nonadmitted insurer" means an insurer not authorized to engage in the business of insurance in this State. The term does not include a risk retention group as that term is defined in 15 U.S.C. § 3901(a)(4).*

Sec. 13. *"Principal place of business" means, for the purpose of determining the home state of the insured:*

1. *The state where the insured maintains its headquarters and where the insured's high-level officers direct, control and coordinate its business activities;*

2. *If the insured's high-level officers direct, control and coordinate its business activities in more than one state, the state in which the greatest percentage of the insured's taxable premium for that insurance contract is allocated; or*

3. *If the insured's high-level officers direct, control and coordinate its business activities outside of any state, the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.*

Sec. 14. *"Principal residence" means, for the purpose of determining the home state of the insured:*



1. *The state where the insured resides for the greatest number of days during a calendar year; or*

2. *If the insured's principal residence is located outside of any state, the state to which the greatest percentage of the insured's taxable premium for that insurance contract is allocated.*

Sec. 15. *"Surplus lines insurance" means insurance procured by an insured through a broker with a nonadmitted insurer eligible to accept such insurance.*

Sec. 16. *Except as otherwise provided in NRS 685A.020, this chapter applies to nonadmitted insurance.*

Sec. 17. 1. *The Commissioner may, with the approval of the State Board of Examiners, on behalf of the State enter into a multi-state agreement to preserve the ability of this State to collect premium tax on multi-state risks.*

2. *If, within 18 months after the Commissioner enters into a multi-state agreement pursuant to subsection 1, the Commissioner conducts a hearing pursuant to the provisions of chapter 233B of NRS concerning participation in the multi-state agreement, the Commissioner shall submit to the State Board of Examiners and to the Director of the Legislative Counsel Bureau for transmittal to the Legislature a report concerning the findings of the Commissioner pursuant to the hearing.*

3. *The State Board of Examiners shall review and may accept the findings of the Commissioner. If the Commissioner finds and the State Board of Examiners accepts that because of the effect of the multi-state agreement on the gross receipt of premiums collected in this State:*

(a) *It is in the best interest of the State to continue to participate in the multi-state agreement, the State Board of Examiners may approve the State's continued participation in the multi-state agreement.*

(b) *It is not in the best interest of the State to continue to participate in the multi-state agreement, the State Board of Examiners may approve the State's withdrawal from the multi-state agreement.*

Sec. 18. *The Commissioner may adopt regulations as necessary to ensure compliance with federal law relating to nonadmitted insurance, including, without limitation, the Nonadmitted and Reinsurance Reform Act, 15 U.S.C. §§ 8201, et seq.*



Sec. 19. NRS 685A.010 is hereby amended to read as follows:
685A.010 This chapter constitutes and may be cited as the ~~{Surplus Lines}~~ **Nonadmitted Insurance** Law.

Sec. 20. NRS 685A.020 is hereby amended to read as follows:
685A.020 The ~~{Surplus Lines}~~ **Nonadmitted Insurance** Law shall not apply to reinsurance, or to the following insurances when placed by general lines agents or general lines brokers or surplus lines brokers licensed as such by this state ~~++~~ **or when procured directly by an insured from a nonadmitted insurer:**

1. Wet marine and transportation insurance;
2. Insurance of subjects located, resident or to be performed wholly outside of this state, or on vehicles or aircraft owned and principally garaged outside this state;
3. Insurance of property and operations of railroads engaged in interstate commerce;
4. Insurance of aircraft of common carriers, or cargo of such aircraft, or against liability, other than employer's liability, arising out of the ownership, maintenance or use of such aircraft; or
5. Insurance of automobile bodily injury and property damage liability risks when written in Mexican insurers and covering in Mexico and not in the United States of America.

Sec. 21. NRS 685A.030 is hereby amended to read as follows:
685A.030 As used in this chapter ~~+~~
~~1. Unless~~ , **unless** the context otherwise requires, ~~{broker}~~
~~means a surplus lines broker duly licensed as such under this chapter.~~

~~2. To "export" means to place in an unauthorized insurer under this chapter insurance covering a subject of insurance resident located or to be performed in Nevada.~~ **the words and terms defined in sections 5 to 15, inclusive, of this act have the meanings ascribed to them in those sections.**

Sec. 22. NRS 685A.040 is hereby amended to read as follows:
685A.040 **If this State is the insured's home state and** certain insurance coverages cannot be procured from authorized insurers, such coverages, designated in this chapter as ~~{surplus lines}~~ **nonadmitted insurance**, may be procured from unauthorized insurers, subject to the following conditions:

1. The insurance must be procured through a ~~{surplus lines}~~ broker licensed as such under this chapter ~~++~~ **or procured by an insured directly from a nonadmitted insurer as permitted by law.**
2. ~~++~~ **Except as otherwise provided in subsection 5, the full amount of insurance required must not be procurable ++ from an**



insurer authorized to engage in the business of insurance in this State, after diligent effort has been made to do so.

3. The insurance must not be so exported for the purpose of procuring it at a premium rate lower than would be accepted by any authorized insurer; difference in rates alone will not support the export of the insurance if any authorized insurer is able and willing to carry the risk.

4. Differences, bearing directly upon the cost of insurance, in the terms of policies which otherwise provide substantially the same coverage will not support the export of the insurance.

5. *A broker is not required to make a diligent effort to determine whether the full amount or type of insurance can be obtained from admitted insurers when the broker is seeking to procure or place nonadmitted insurance for an exempt commercial purchaser if:*

(a) The broker procuring or placing the nonadmitted insurance has disclosed to the exempt commercial purchaser that such insurance may or may not be available from the admitted market that may provide greater protection with more regulatory oversight; and

(b) The exempt commercial purchaser has subsequently requested in writing for the broker to procure or place such insurance from a nonadmitted insurer.

Sec. 23. NRS 685A.050 is hereby amended to read as follows:

685A.050 1. At the time of effecting any surplus lines insurance *for which this State is the home state*, the broker shall ~~execute an affidavit.~~ *, within 90 days after such insurance is so effected, submit a report*, in the form prescribed or accepted by the Commissioner, setting forth facts from which it can be determined whether such insurance is eligible for export under NRS 685A.040.

2. The broker shall ~~file this affidavit~~ *keep in his or her office the report prepared pursuant to subsection 1 along* with the report of coverage and any other information the Commissioner requires. ~~[within 90 days after the insurance is so effected, as required under regulations adopted pursuant to NRS 685A.240.]~~

3. *The report prepared pursuant to subsection 1 must not be removed from the office of the broker and must be open to examination by the Commissioner or a representative of the Commissioner at all times within 5 years after issuance of the coverage to which it relates.*

Sec. 24. NRS 685A.060 is hereby amended to read as follows:

685A.060 1. The Commissioner may by order declare eligible for export generally and without compliance with



subsections 2, 3 and 4 of NRS 685A.040 and NRS 685A.050, any class or classes of insurance coverage or risk for which the Commissioner finds that there is not a reasonable or adequate market among authorized insurers either as to acceptance of the risk, contract terms, or premium or premium rate. Any such order shall continue in effect during the existence of the conditions upon which predicated, but subject to earlier termination by the Commissioner.

2. ~~The~~ *For surplus lines insurance, the* broker shall file with or as directed by the Commissioner a memorandum as to each such coverage placed by the broker in an unauthorized insurer, in such form and context as the Commissioner may reasonably require for the identification of the coverage and determination of the tax payable to the State relative thereto.

3. The broker, or a licensed Nevada agent of the authorized insurer or a general lines broker, may also place with authorized insurers any insurance coverage made eligible for export generally under subsection 1, and without regard to rate or form filings which may otherwise be applicable to the authorized insurer. As to coverages so placed in an authorized insurer the premium tax thereon shall be reported and paid by the insurer as required generally under chapter 680B of NRS.

Sec. 25. NRS 685A.070 is hereby amended to read as follows:

685A.070 1. A broker shall not knowingly place surplus lines insurance with an insurer which is unsound financially or ineligible pursuant to this section.

2. ~~Except~~ *With respect to nonadmitted insurance for insureds for which this State is the home state, except* as otherwise provided in this section, an insurer is not eligible to accept surplus lines *or independently procured* risks pursuant to this chapter unless it has *capital and surplus* ~~as to policyholders~~ *or its equivalent* in an amount of not less than \$15,000,000 ~~and it~~ *or the minimum capital and surplus requirements pursuant to NRS 680A.120, whichever is greater.*

3. *The requirements of subsection 2 may be satisfied by an insurer possessing less than the minimum capital and surplus upon an affirmative finding of acceptability by the Commissioner. The finding must be based upon such factors as quality of management, capital and surplus of any parent company, company underwriting profit and investment income trends, market availability and company record and reputation within the industry. The Commissioner shall not make an affirmative finding of acceptability when the nonadmitted insurer's capital and surplus is less than \$4,500,000.*



4. *A broker shall not place surplus lines insurance with an alien insurer, unless the alien insurer is listed on the Quarterly Listing of Alien Insurers maintained by the International Insurers Department of the National Association of Insurance Commissioners or, if the alien insurer is not listed on the Quarterly Listing of Alien Insurers, it has and maintains in a bank or trust company which is a member of the United States Federal Reserve System a trust fund established pursuant to terms that are reasonably adequate to protect all of its policyholders in the United States. Such a trust fund must not have an expiration date which is at any time less than 5 years in the future, on a continuing basis. In the case of:*

(a) A single alien insurer, such a trust fund must not be less than the greater of \$5,400,000 or 30 percent of the gross liabilities of the alien insurer for surplus lines in the United States, excluding any liabilities for aviation, wet marine and transportation insurance, not to exceed \$60,000,000, to be determined annually on the basis of accounting practices and procedures that are substantially equivalent to the accounting practices and procedures applicable in this State as of December 31 of the year immediately preceding the date of the determination where:

(1) The liabilities are maintained in an irrevocable trust account in a qualified financial institution in the United States, on behalf of policyholders in the United States, consisting of cash, securities, letters of credit or any other investments of substantially the same character and quality as investments that are eligible investments pursuant to chapter 682A of NRS for the capital and statutory reserves of admitted insurers to write like kinds of insurance in this State. The trust fund, which must be included in any calculation of capital and surplus or its equivalent, must comply with the requirements set forth in the Standard Trust Agreement required for listing with the International Insurers Department of the National Association of Insurance Commissioners;

(2) The alien insurer may request approval by the Commissioner to use the trust fund to pay any valid claim against a surplus line if the balance of the trust fund is not, during any period, less than \$5,400,000 or 30 percent of the alien insurer's current gross liabilities for surplus lines in the United States, excluding any liabilities for aviation, wet marine and transportation insurance; and

(3) In calculating the amount of the trust fund required by this subsection, credit must be given for any deposits for any surplus lines that are separately required and maintained within a state or territory of the United States, not to exceed the amount of the alien



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insurer's loss and loss adjustment reserves maintained in that state or territory.

(b) A group of insurers which includes individual unincorporated insurers, such a trust fund must not be less than \$100,000,000.

(c) A group of incorporated insurers under common administration, such a trust fund must not be less than \$100,000,000. Each insurer within the group must individually maintain capital and surplus of not less than \$25,000,000. The group of incorporated insurers must:

(1) Operate under the supervision of the Department of Trade and Industry of the United Kingdom;

(2) Possess aggregate policyholders surplus of \$10,000,000,000, which must consist of money in trust in an amount not less than the assuming insurers' liabilities attributable to insurance written in the United States; and

(3) Maintain a joint trustee surplus of which \$100,000,000 must be held jointly for the benefit of United States ceding insurers of any member of the group.

~~(d) An insurance exchange created by the laws of a state, the insurance exchange shall have and maintain a trust fund in an amount of not less than \$75,000,000 or have a surplus as to policyholders in an amount of not less than \$75,000,000. If an insurance exchange maintains money for the protection of all policyholders, each syndicate shall maintain minimum capital and surplus of not less than \$15,000,000 and must qualify separately to be eligible for the acceptance of surplus lines risks pursuant to this chapter.~~

~~➤ The Commissioner may require larger trust funds or surplus as to policyholders than those set forth in this section if, in the judgment of the Commissioner, the volume of business being transacted or proposed to be transacted warrants larger amounts.~~

~~3. An insurer is not eligible to write surplus lines of insurance unless it has established a reputation for financial integrity and satisfactory practices in underwriting and handling claims. In addition: a)~~

5. A foreign insurer must be authorized in the state of its domicile to write the kinds of insurance which it intends to write in Nevada f.

~~4. The Commissioner may from time to time compile or approve a list of all surplus lines insurers deemed by the Commissioner to be eligible currently, and may mail a copy of the list to each broker at his or her office last of record with the~~



~~Commissioner. To be placed on the list, a surplus lines insurer must file an application with the Commissioner. The application must be accompanied by a nonrefundable fee of \$2,450 and, in addition to any other fee or charge, all applicable fees required pursuant to NRS 680C.110. To remain on the list, a surplus lines insurer must pay, in addition to any other fee or charge, all applicable fees required pursuant to NRS 680C.110. This subsection does not require the Commissioner to determine the actual financial condition or claims practices of any unauthorized insurer. The status of eligibility, if granted by the Commissioner, indicates only that the insurer appears to be sound financially and to have satisfactory claims practices, and that the Commissioner has no credible evidence to the contrary. While any such list is in effect, the broker shall restrict to the insurers so listed all surplus lines business placed by the broker.]~~
and for which this State is the home state of the insured.

Sec. 26. NRS 685A.090 is hereby amended to read as follows:
685A.090 Each insurance contract procured and delivered as a ~~[surplus lines]~~ **nonadmitted** coverage pursuant to this chapter must have conspicuously stamped upon it:

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

Sec. 27. NRS 685A.100 is hereby amended to read as follows:
685A.100 Insurance contracts procured as ~~[surplus lines]~~ **nonadmitted** coverage from unauthorized insurers in accordance with this chapter shall be fully valid and enforceable as to all parties, and shall be given recognition in all matters and respects to the same effect as like contracts issued by authorized insurers.

Sec. 28. NRS 685A.110 is hereby amended to read as follows:
685A.110 1. As to a surplus lines risk which has been assumed by an unauthorized insurer pursuant to the ~~[surplus lines]~~ **Nonadmitted Insurance** Law, and if the premium thereon has been received by the surplus lines broker who placed such insurance, in all questions thereafter arising under the coverage between the insurer and the insured the insurer shall be deemed to have received the premium due to it for such coverage; and the insurer shall be liable to the insured for losses covered by such insurance, and for unearned premiums which may become payable to the insured upon cancellation of such insurance, whether or not in fact the broker is



indebted to the insurer with respect to such insurance or for any other cause.

2. Each unauthorized insurer assuming a surplus lines risk under the ~~{Surplus Lines}~~ *Nonadmitted Insurance* Law shall be deemed thereby to have subjected itself to the terms of this section.

Sec. 29. NRS 685A.120 is hereby amended to read as follows:

685A.120 1. No person may act as, hold himself or herself out as or be a surplus lines broker with respect to subjects of insurance ~~resident located or to be performed in this State or elsewhere~~ *for which this State is the insured's home state* unless the person is licensed as such by the Commissioner pursuant to this chapter.

2. Any person who has been licensed by this State as a producer of insurance for general lines for at least 6 months, or has been licensed in another state as a surplus lines broker and continues to be licensed in that state, and who is deemed by the Commissioner to be competent and trustworthy with respect to the handling of surplus lines may be licensed as a surplus lines broker upon:

(a) Application for a license and payment of all applicable fees for a license and a fee established by the Commissioner of not more than \$15 for deposit in the Insurance Recovery Account created by NRS 679B.305;

(b) Submitting the statement required pursuant to NRS 685A.127; and

(c) Passing any examination prescribed by the Commissioner on the subject of surplus lines.

3. An application for a license must be submitted to the Commissioner on a form designated and furnished by the Commissioner. The application must include the social security number of the applicant.

4. A license issued pursuant to this chapter continues in force for 3 years unless it is suspended, revoked or otherwise terminated. The license may be renewed upon submission of the statement required pursuant to NRS 685A.127 and payment of all applicable fees for renewal and a fee established by the Commissioner of not more than \$15 for deposit in the Insurance Recovery Account created by NRS 679B.305 to the Commissioner on or before the last day of the month in which the license is renewable.

5. A license which is not renewed expires at midnight on the last day specified for its renewal. The Commissioner may accept a request for renewal received by the Commissioner within 30 days after the expiration of the license if the request is accompanied by:

(a) The statement required pursuant to NRS 685A.127;



- (b) All applicable fees for renewal;
- (c) A penalty in an amount that is equal to 50 percent of all applicable fees for renewal, except for any fee required pursuant to NRS 680C.110; and
- (d) A fee established by the Commissioner of not more than \$15 for deposit in the Insurance Recovery Account created by NRS 679B.305.

Sec. 30. NRS 685A.140 is hereby amended to read as follows:
685A.140 1. In addition to other grounds therefor, the Commissioner may suspend or revoke any surplus lines broker's license:

- (a) If the broker fails to file the ~~annual~~ *quarterly* statement or to remit the tax as required by NRS ~~685A.170~~ *685A.175* and 685A.180;
- (b) If the broker fails to maintain an office in this state or in the state where the broker was issued a license as a resident broker, or to keep the records, or to allow the Commissioner to examine his or her records as required by this chapter, or if the broker removes his or her records from the state; or
- (c) If *this State is the insured's home state* and the broker places a surplus lines coverage in an insurer other than as authorized under this chapter.

2. Upon suspending or revoking the broker's surplus lines license the Commissioner may also suspend or revoke all other licenses of or as to the same individual under this Code.

Sec. 31. NRS 685A.160 is hereby amended to read as follows:
685A.160 1. Each broker shall keep in his or her office a full and true record of each surplus lines coverage procured by the broker ~~++ for which this State is the insured's home state,~~ including a copy of each daily report, if any, a copy of each certificate of insurance issued by the broker, and such of the following items as may be applicable:

- (a) The amount of the insurance;
- (b) The gross premium charged;
- (c) The return premium paid, if any;
- (d) The rate of premium charged upon the several items of property;
- (e) The effective date of the contract, and the terms thereof;
- (f) The name and address of each insurer on the direct risk and the proportion of the entire risk assumed by that insurer if less than the entire risk;
- (g) The name and address of the insured;



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(h) A brief general description of the property or risk insured and where located or to be performed; and

(i) Any other information as may be required by the Commissioner.

2. The record must not be removed from the office of the broker and must be open to examination by the Commissioner or a representative of the Commissioner at all times within 5 years after issuance of the coverage to which it relates.

Sec. 32. NRS 685A.175 is hereby amended to read as follows:

685A.175 ~~Within 15 days after the end of each calendar quarter, a~~

1. ~~A broker who has written coverage which will require the broker to pay more than \$1,000 in taxes for coverage written in that calendar quarter~~ *for which this State is the insured's home state shall pay, by the date described in subsection 2, the tax for the each calendar quarter as directed by the Commissioner and shall file with as directed by the Commissioner or with a nonprofit organization of brokers in accordance with regulations adopted by the Commissioner pursuant to NRS 685A.210, a copy of a quarterly report which includes an accounting of:*

~~1-1~~ (a) The aggregate gross premiums for the quarter;

~~1-2~~ (b) The aggregate of the return premiums received;

~~1-3~~ (c) The amount of tax remitted to the Commissioner; and

~~1-4~~ (d) The amount of aggregate tax remitted to each other state for which an allocation is made pursuant to NRS 680B.030. *distribution of the exposures of insureds by state in accordance with the requirements of any multi-state agreement entered into by the Commissioner pursuant to section 17 of this act.*

➤ The report must be on a form approved by the Commissioner.

2. *The tax filings and payments required by subsection 1 must be submitted by:*

(a) *February 15 for the calendar quarter ending the preceding December 31.*

(b) *May 15 for the calendar quarter ending the preceding March 31.*

(c) *August 15 for the calendar quarter ending the preceding June 30.*

(d) *November 15 for the calendar quarter ending the preceding September 30.*

Sec. 33. NRS 685A.180 is hereby amended to read as follows:

685A.180 1. ~~On~~ *Except as otherwise provided in subsection 6, on or before March of each year, the date*



described in subsection 2 of NRS 685A.175 for each quarter, each broker shall pay ~~{to}~~ *as directed by* the Commissioner a tax on surplus lines coverages *for which this State is the insured's home state* written by the broker in unauthorized insurers during the preceding calendar ~~{year}~~ *quarter* at the same rate of tax as imposed by law on the premiums of similar coverages written by authorized insurers ~~{. If a broker has paid any taxes pursuant to NRS 685A.175, the broker shall deduct the total paid from the tax due and pay the remainder, if any.}~~ , *in addition to any fees imposed pursuant to NRS 685A.075.*

2. *Except as otherwise provided in subsection 6, on or before the date described in subsection 2 of NRS 685A.175 for each quarter, each insured for which this State is the home state shall pay as directed by the Commissioner a tax on independently procured insurance written for the insured by an unauthorized insurer during the preceding calendar quarter at the same rate of tax as imposed by law on the premiums of similar coverages written by authorized insurers, in addition to any fees imposed pursuant to NRS 685A.075.*

3. For the purposes of this section, the "premium" on surplus lines coverages includes:

- (a) The gross amount charged by the insurer for the insurance, less any return premium;
- (b) Any fee allowed by NRS 685A.155;
- (c) Any policy fee;
- (d) Any membership fee;
- (e) Any inspection fee; and
- (f) Any other fees or assessments charged by the insurer as consideration for the insurance.

➤ Premium does not include any additional amount charged for state or federal tax, or for ~~{filing}~~ *executing or completing* affidavits or reports of coverage.

~~{. If a contract for surplus lines insurance covers risks or exposures only partially in this State, the tax so payable must be computed on that portion of the premium properly allocable to the risks or exposures located in this State. The Commissioner may adopt regulations which establish standards for allocating premiums for risks located in this State in the same manner as premiums are allocated pursuant to NRS 680B.030.}~~

4. ~~{The Commissioner shall promptly deposit all}~~ *All* taxes collected *as directed* by the Commissioner pursuant to this section *and not intended for disbursement to other states by a clearinghouse established through any multi-state agreement*



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entered into by the Commissioner pursuant to section 17 of this act must be promptly deposited with the State Treasurer, to the credit of the State General Fund.

5. A broker who receives a credit for tax paid shall refund to each insured the amount of the credit attributable to the insured when the insurer pays a return premium or within 30 days, whichever is earlier.

6. *If the Commissioner has entered into a multi-state agreement pursuant to section 17 of this act, the Commissioner may require that each broker who has written surplus line coverages for multi-state risks for which this State is the insured's home state and each insured for which this State is the home state who has obtained independently procured insurance for multi-state risks pay a premium tax:*

(a) *For the portion of the premium allocated to Nevada, at the tax rate applicable to nonadmitted insurance pursuant to this chapter;*

(b) *For the portion of the premium allocated to any other state that also participates in the multi-state agreement, at the tax rate applicable to nonadmitted insurance as established by that state; and*

(c) *For the portion of the premium allocated to any other state that does not participate in the multi-state agreement, at the tax rate applicable to nonadmitted insurance pursuant to this chapter. The tax for this portion of the premium must be deposited with the State Treasurer, to the credit of the State General Fund, after it is processed by the clearinghouse established through the multi-state agreement.*

Sec. 34. NRS 685A.190 is hereby amended to read as follows:

685A.190 1. A broker who fails to make and file the ~~annual~~ *quarterly* statement required pursuant to NRS ~~685A.170 before April~~ *after the due date of the statement.* ~~685A.175~~ is liable for a penalty of \$500.

2. Except as otherwise provided in this subsection, a broker who fails to pay the tax required by NRS 685A.180 ~~before April~~ *after the date upon which the tax is due* is liable:

(a) If the aggregate amount of the tax owed by the broker is more than \$50, for a penalty in the first year of delinquency in the amount of \$1,000 or 125 percent of the delinquent tax, whichever is larger; or

(b) If the aggregate amount of the tax owed by the broker is \$50 or less, for a penalty in the first year of delinquency in an amount equal to the amount of the delinquent tax.



3. Interest must be charged on all penalties imposed pursuant to subsection 2 in an amount equal to the prime rate at the largest bank in the State of Nevada, as ascertained by the Commissioner of Financial Institutions on January 1 of the year in which the tax became due, plus 2 percent. The rate must be adjusted on July 1 and January 1 thereafter. The interest charged must be compounded monthly and must continue to accrue until the penalty and interest are paid in full.

4. The tax may be collected by distraint, or the tax and penalty may be recovered by an action instituted by the Commissioner, in the name of the State, the Attorney General representing the Commissioner, in any court of competent jurisdiction. The penalty, when so collected, must be paid to the State Treasurer for credit to the State General Fund.

5. No proceeding to recover taxes, penalties or fines pursuant to this section may be maintained unless it is commenced by the giving of notice to the person against whom the proceeding is brought within 5 years after the occurrence of the charged act or omission. This limitation does not apply if the Commissioner finds fraudulent or willful evasion of taxes.

Sec. 35. NRS 685A.200 is hereby amended to read as follows:

685A.200 1. An unauthorized insurer effecting insurance under the provisions of the ~~{Surplus Lines}~~ *Nonadmitted Insurance* Law shall be deemed to be transacting insurance in this state as an unlicensed insurer and may be sued in a district court of this state upon any cause of action arising against it in this state under any insurance contract entered into by it under this chapter.

2. Service of legal process against the insurer may be made in any such action by service of two copies thereof upon the Commissioner or an authorized representative of the Commissioner and payment of the fee specified in NRS 680B.010. The Commissioner or an authorized representative of the Commissioner shall forthwith mail a copy of the process served to the person designated by the insurer in the policy for the purpose by prepaid registered or certified mail with return receipt requested. If no such person is so designated in the policy, the Commissioner or an authorized representative of the Commissioner shall in like manner mail a copy of the process to the broker through whom the insurance was procured, or to the insurer at its principal place of business, addressed to the address of the broker or insurer, as the case may be, last of record with the Commissioner. Upon service of process upon the Commissioner or an authorized representative of the Commissioner and its mailing in accordance with this subsection,



the court shall be deemed to have jurisdiction in personam of the insurer.

3. The defendant insurer has 40 days from the date of service of the summons and complaint upon the Commissioner or an authorized representative of the Commissioner within which to plead, answer or defend any such suit.

4. An unauthorized insurer entering into such an insurance contract shall be deemed thereby to have authorized service of process against it in the manner and to the effect provided in this section. Any such contract, if issued, must contain a provision stating the substance of this section and designating the person to whom the Commissioner or an authorized representative of the Commissioner shall mail process as provided in subsection 2.

5. For the purposes of this section, "process" includes only a summons or the initial documents served in an action. The Commissioner or an authorized representative of the Commissioner is not required to serve any documents after the initial service of process.

Sec. 36. NRS 685A.170 is hereby repealed.

Sec. 37. This act becomes effective upon passage and approval.



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***. SALARY ADJUSTMENTS**

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

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

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BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1052	STATE ARCHIVES & RECORDS	4,069.00	
	Total	4,069.00	

|



BRIAN SANDOVAL
Governor

MICHAEL E. FISCHER
Acting Director

STATE OF NEVADA
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DIVISIONS
*Historic Preservation
Library and Archives
Museums and History
Nevada Arts Council*

June 13, 2011

Memorandum

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

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

Cc: Michael E. Fischer, Director

Subject: Fiscal Year 2011 General Fund Salary Adjustment (GFSA) Request for the Department of Cultural Affairs for the July Board of Examiners (BOE) meeting

An additional GFSA amount of \$4,069 is hereby requested for budget account 1052 – State Library and Archives. This budget account had a total of \$13,055 in GFSA available but only requested and was allocated \$4,567 at the May BOE meeting. Revised salary projections indicate there will be a shortfall despite receipt of the May 2011 GFSA amount and provides the justification for this request. This budget account is still within its allocated GFSA even with this requested addition.

*. **SALARY ADJUSTMENTS**

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
1340	Department of Administration/ Budget of Planning Division	\$38,074	
	Total	\$38,074	

***. SALARY ADJUSTMENTS**

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

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

BA#	BUDGET ACCOUNT NAME	GENERAL FUND ADJUSTMENT	HWY FUND ADJUSTMENT
3223	HHS – Office of Health Admin.	8,353	
	Total	\$	

For Budget Division Use Only	
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>
Reviewed by:	<i>[Signature]</i>

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Contractors Board
 2310 Corporate Circle, Suite 200
 Henderson, Nevada 89074
 Telephone: (702) 486-1111
 Fax: (702) 486-4491
 Contact: Margie Grein (702) 486-1111 or Jennie Reynolds (775) 850-7862

2. Name of Lessor: Tech Park 5, LLC, a Nevada limited liability company
 American Nevada Realty

3. Address of Lessor: 901 North Green Valley Parkway, Suite 200
 Henderson, Nevada 89074
 Telephone: (702) 458-8855, Fax: (702) 435-6605
 Charles W. Van Geel, Vice President
 Commercial Leasing Operations
 American Nevada Company, LLC
 901 N. Green Valley Parkway, Suite 200
 Henderson, Nevada 89074-7105
 (702) 458-8855 - Phone, (702) 990-9859 - Direct Fax
 (702) 896-6353 - Property Management

4. Address of Lease property: 2310 Corporate Circle, Suite 200
 Henderson, Nevada 89074

- a. Square Footage:
- b. Cost:

14,980 rentable square feet				
cost per month	# of months in time frame	Cost	time frame	Approximate cost per square foot
\$0.00	2	\$0.00	May 1, 2011 - June 30, 2011	\$0.000
\$26,964.00	5	\$134,820.00	July 1, 2011 - November 30, 2011	\$1.800
\$26,964.00	12	\$323,568.00	December 1, 2011 through November 30, 2012	\$1.800
\$29,211.00	12	\$350,532.00	December 1, 2012 through November 30, 2013	\$1.950
\$29,211.00	12	\$350,532.00	December 1, 2013 through November 30, 2014	\$1.950
\$31,458.00	12	\$377,496.00	December 1, 2014 through November 30, 2015	\$2.100
\$31,458.00	12	\$377,496.00	December 1, 2015 through November 30, 2016	\$2.100
		67	\$1,914,444.00	

- c. Total Lease Consideration:
- d. Rental Adjustments: None
- e. Term: 5 (five) years, 7 (seven) months
- f. Option to renew: Yes
- g. Utilities: Lessor
- h. Janitorial: Lessor
- i. Major repairs: Lessor
- j. Minor repairs: Lessor
- k. Taxes: Lessor
- l. Comparable Market Rate: \$1.84 - \$2.44
- m. Specific termination clause in lease: Breach/Default lack of funding
- n. Lease will be paid for by Agency Budget Account Number: 9010 2011

5. Purpose of the lease: To house the Nevada State Contractors Board.

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

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

Remarks: LANDLORD VOLUNTARY LEASE RATE REDUCTION. A savings of \$96,553.12 (\$64,399.48 Rental savings plus \$4,862.86 Utility savings for FY2010 and; \$17,565.06 Rental savings and \$9,725.72 Utility savings for FY 2011). The Lease changed from a Modified Lease to a Gross Lease which includes utilities. Rent rate prior to renegotiations was \$2.12 per square foot plus utilities. In addition the Lessor has agreed to provide new paint and carpet throughout the suite.

Lease #1

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

STATEWIDE LEASE INFORMATION

1. Agency: Nevada Commission on Judicial Discipline
 3476 Executive Pointe Way #15, Carson City, Nevada 89706
 P.O. Box 48, Carson City, Nevada 89702
 contact: Eva Crouch (775) 687-4017; Fax: (775) 687-3607

2. Name of Lessor: Bart Investments LLC
 Telephone: (775) 882-3201
 attention: Victoria Williams, Managing Member

3. Address of Lessor: 3470 G.S. Richards Boulevard
 Carson City, Nevada 89703-8373
 Property Manager: Dan Shaheen; Telephone: (775) 825-3330; Fax: (775) 825-8048
 Sperry Van Ness, Northern Nevada
 311-Up North Carson Street
 Carson City, Nevada 89701

4. Address of Lease property: 3476 Executive Pointe Way, Suite 15
 Carson City, Nevada 89706-7955

a. Square Footage: 1,060 usable square feet

b. Cost:

cost per month	# of months in time frame		time frame	Approximate cost per square foot
\$1,166.00	12	\$13,992.00	August 1, 2011 - July 31, 2012	\$1.100
\$1,166.00	12	\$13,992.00	August 1, 2012 - July 31, 2013	\$1.100
	24	\$27,984.00		

- c. Total Lease Consideration:
- d. Rental Adjustments: None
- e. Term: Two (2) 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 Market Rate: \$1.25 - \$1.80
- m. Specific termination clause in lease: Breach/Default lack of funding
- n. Lease will be paid for by Agency Budget Account Number: 1497

5. Purpose of the lease: To house the Nevada Commission on Judicial Discipline

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

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

Remarks: B&G negotiated an extension to an existing lease. The current rental is \$1.542 per square foot per month, \$1,834.45 per month. The new Lease will be \$1.10 per square foot per month \$1,166.00 per month.

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set #2

For Budget Division Use Only

Under \$10,000: Yes No

Reviewer: G. Nelson 6/16/11

For Board Use Only

Date: 7-20-11

Number: 3

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: Employment Security Division Contractor Name: Wells Fargo Financial Leasing
 Agency Code: 902 Address: 65 S. Sycamore Street Suite #2
 Appropriation Unit: 4770-04 Mesa, AZ 85202
 Is line item authority available?: Yes No Vendor No.: T27024277
 To what State Fiscal Year(s) will the contract be charged? 2012-2013

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 type="checkbox"/> General Funds	_____ %	<input type="checkbox"/> Fees	_____ %
<input type="checkbox"/> Federal Funds	_____ %	<input type="checkbox"/> Bonds	_____ %
<input type="checkbox"/> Highway Funds	_____ %	<input type="checkbox"/> Other funding:	_____ %
			Explain

2. Contract start date:
 a. Effective upon Board of Examiners' (BOE) approval?
 or
 b. Effective July 1, 2011 upon Board of Examiners' approval. [Enter the date work is to start under the contract. Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2013
 Contract term: 2 Years (indicate in years the length of the contract)

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

5. Purpose of the contract (describe the work to be accomplished):
This is a rental agreement which provides storage space for office supplies and forms for the Department of Employment Training, and Rehabilitation Division.

6. a. NEW CONTRACTS ONLY:
 The maximum amount of the contract for the term of the contract is: \$62,668.80
 Payment for services will be made at the rate of \$2,611.20 per Month
(enter dollar amount) (time interval, i.e., hour, year)
 or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY: Amendment No.: _____
 The maximum amount of the original contract is being amended by: _____
 and/or the termination date of the original contract has changed to: _____
 and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?
This storage unit is used to hold office supplies and forms for the Department of Employment Training, and Rehabilitation Division.

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 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
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Lease #3

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

This lease is for a storage unit not for services.

9. Is the contract amount over \$100,000? Yes No
Was a Request for Proposal (RFP) done? Yes No If no, explain (see NRS 333.165):

[Empty box for explanation]

a. Were bids or proposals solicited? Yes No
If yes, list the names of vendors that submitted proposals. If no, why not (see section 0338 of the State Administrative Manual):

[Empty box for vendor names]

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

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

[Empty box for explanation]

III. OTHER INFORMATION

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

Yes No

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

[Empty box for explanation]

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

Yes No

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

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

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

Yes No

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

[Empty box for details]

13. Agency Contract Monitor:

Brenda J Ford
Printed Name

Operations Manager
Title

775-684-3901
Phone No.

14. Certified Contract Monitor Approval:

Brenda J Ford
Signature

15. Agency Head Approval:

[Signature] 6-9-11
Signature

16. Date Contract Summary Was Prepared:

5/22/2011
Date

Lease #3

OFFICE OF THE DIRECTOR
Operations Management



BRIAN SANDOVAL
Governor

LARRY J. MOSLEY
Director

BRENDA J. FORD
Ops Manager

MEMORANDUM

DATE: June 21, 2011

TO: Stephanie Day, Interim Clerk of the Board
Board of Examiners

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

SUBJECT: Retroactive Leases for Storage Facilities

The Department of Employment, Training, and Rehabilitation respectfully requests approval of the attached storage leases with Wells Fargo Financial Leasing, 333 South Carson Meadows Drive, Carson City, Nevada 89701 Units # 120, 121, and 337, retroactive to July 1, 2011. These leases were entered into the unit's database only for the monthly amount and not the full amount of the lease for the term. As a result, they were overlooked as requiring BOE approval and missed the deadline.

The renewed leases are the result of the ongoing need to use storage facilities. The storage facilities are necessary to store the department's used office furniture, which will be dispersed as needed to various department offices. The renewed leases will ensure the continued availability of the storage facilities without interruption.

Thank you for your consideration of this request. Please feel free to contact me with any questions or concerns at (775) 684-3901.

LJM:bf

Attachments: Leases
Contract Summary

Lease #3

For Budget Division Use Only

Under \$10,000: [] Yes [X] No

Reviewer: K. Nielsen 6/16/11

For Board Use Only

Date: 7-28-11
Number: 4

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: Employment Security Division Contractor Name: Wells Fargo Financial Leasing
 Agency Code: 902 Address: 65 S. Sycamore Street Suite #2
 Appropriation Unit: 4770-04 Mesa, AZ 85202
 Is line item authority available?: Yes No Vendor No.: T27024277
 To what State Fiscal Year(s) will the contract be charged? 2012-2013

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

2. Contract start date:
 a. Effective upon Board of Examiners' (BOE) approval?
 or
 b. Effective July 1, 2011 upon Board of Examiners' approval. [Enter the date work is to start under the contract. Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2013
 Contract term: 2 Years (indicate in years the length of the contract)

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

5. Purpose of the contract (describe the work to be accomplished):
This is a rental agreement which provides storage space for miscellaneous furniture, tools, and supplies for the Department of Employment, Training, and Rehabilitation Division.

6. a. NEW CONTRACTS ONLY:
 The maximum amount of the contract for the term of the contract is: \$48,960.00
 Payment for services will be made at the rate of \$2,040.00 per Month
(enter dollar amount) (time interval, i.e., hour, year)
 or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY: Amendment No.: _____
 The maximum amount of the original contract is being amended by: _____
 and/or the termination date of the original contract has changed to: _____
 and/or explain other changes: _____

II. JUSTIFICATION

7. What conditions mandate that this work be done?
This storage unit is used to hold miscellaneous furniture, tools, and supplies for the Department of Employment, Training and Rehabilitation Division.

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 JUN 10 2011
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

LEASE #4

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

This lease is for a storage unit not for services.

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

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

a. Were bids or proposals solicited? Yes No

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

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

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

III. OTHER INFORMATION

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

Yes No

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

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

Yes No

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

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

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

Yes No

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

13. Agency Contract Monitor:

Brenda J Ford
Printed Name

Operations Manager
Title

775-684-3901
Phone No.

14. Certified Contract Monitor Approval:

Brenda J Ford
Signature

15. Agency Head Approval:

10/16/11 (KCF) 6-9-11
Signature

16. Date Contract Summary Was Prepared:

5/22/2011
Date

Lease # 4

OFFICE OF THE DIRECTOR
Operations Management



BRIAN SANDOVAL
Governor

LARRY J. MOSLEY
Director

BRENDA J. FORD
Ops Manager

MEMORANDUM

DATE: June 21, 2011

TO: Stephanie Day, Interim Clerk of the Board
Board of Examiners

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

SUBJECT: Retroactive Leases for Storage Facilities

The Department of Employment, Training, and Rehabilitation respectfully requests approval of the attached storage leases with Wells Fargo Financial Leasing, 333 South Carson Meadows Drive, Carson City, Nevada 89701 Units # 120, 121, and 337, retroactive to July 1, 2011. These leases were entered into the unit's database only for the monthly amount and not the full amount of the lease for the term. As a result, they were overlooked as requiring BOE approval and missed the deadline.

The renewed leases are the result of the ongoing need to use storage facilities. The storage facilities are necessary to store the department's used office furniture, which will be dispersed as needed to various department offices. The renewed leases will ensure the continued availability of the storage facilities without interruption.

Thank you for your consideration of this request. Please feel free to contact me with any questions or concerns at (775) 684-3901.

LJM:bf

Attachments: Leases
Contract Summary

Lease #4

For Budget Division Use Only

Under \$10,000: Yes No

Reviewer: X. Nielsen (6/16/11)

For Board Use Only

Date: 7-20-11
Number: 5

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: Employment Security Division Contractor Name: Wells Fargo Financial Leasing
 Agency Code: 902 Address: 65 S. Sycamore Street Suite #2
 Appropriation Unit: 4770-04 Mesa, AZ 85202
 Is line item authority available?: Yes No Vendor No.: T27024277
 To what State Fiscal Year(s) will the contract be charged? 2012-2013

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

2. Contract start date:
 a. Effective upon Board of Examiners' (BOE) approval?
 or
 b. Effective July 1, 2011 upon Board of Examiners' approval. [Enter the date work is to start under the contract. Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2013
 Contract term: 2 Years (indicate in years the length of the contract)

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

5. Purpose of the contract (describe the work to be accomplished):
This is a rental agreement which provides storage space for the furniture left over from the Bureau of Disability move.

6. a. NEW CONTRACTS ONLY:
 The maximum amount of the contract for the term of the contract is: \$40,320.00
 Payment for services will be made at the rate of \$1,680.00 per Month
(enter dollar amount) (time interval, i.e., hour, year)
 or, if not applicable, specify other basis for payment: _____

b. CONTRACT AMENDMENTS ONLY: Amendment No.: _____
 The maximum amount of the original contract is being amended by: _____
 and/or the termination date of the original contract has changed to: _____
 and/or explain other changes: _____

II. JUSTIFICATION

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

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 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

Lease #5

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

This lease is for a storage unit not for services.

9. Is the contract amount over \$100,000? Yes No
Was a Request for Proposal (RFP) done? Yes No If no, explain (see NRS 333.165):

a. Were bids or proposals solicited? Yes No
If yes, list the names of vendors that submitted proposals. If no, why not (see section 0338 of the State Administrative Manual):

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

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

III. OTHER INFORMATION

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

Yes No If yes, is the contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? Please explain:

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

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

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

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

Yes No If yes, please provide details of the litigation and facts supporting approval of the contract.

13. Agency Contract Monitor:

Brenda J Ford
Printed Name

Operations Manager
Title

775-684-3901
Phone No.

14. Certified Contract Monitor Approval:

Brenda J Ford
Signature

15. Agency Head Approval:

[Signature] 4-9-11
Signature

16. Date Contract Summary Was Prepared:

5/22/2011
Date

Lease #5

OFFICE OF THE DIRECTOR
Operations Management



BRIAN SANDOVAL
Governor

LARRY J. MOSLEY
Director

BRENDA J. FORD
Ops Manager

MEMORANDUM

DATE: June 21, 2011

TO: Stephanie Day, Interim Clerk of the Board
Board of Examiners

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

SUBJECT: Retroactive Leases for Storage Facilities

The Department of Employment, Training, and Rehabilitation respectfully requests approval of the attached storage leases with Wells Fargo Financial Leasing, 333 South Carson Meadows Drive, Carson City, Nevada 89701 Units # 120, 121, and 337, retroactive to July 1, 2011. These leases were entered into the unit's database only for the monthly amount and not the full amount of the lease for the term. As a result, they were overlooked as requiring BOE approval and missed the deadline.

The renewed leases are the result of the ongoing need to use storage facilities. The storage facilities are necessary to store the department's used office furniture, which will be dispersed as needed to various department offices. The renewed leases will ensure the continued availability of the storage facilities without interruption.

Thank you for your consideration of this request. Please feel free to contact me with any questions or concerns at (775) 684-3901.

LJM:bf

Attachments: Leases
Contract Summary

Lease #5

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JUN 03 2011

CONTRACT SUMMARY
(Lease – not in CETS)
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

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

I. DESCRIPTION OF CONTRACT

1. Agency Name: Nevada Department of Wildlife Contractor Name: Cottonwood Cove Resort and Marina
 Agency Code: 702 Address: 10000 Cottonwood Cove Rd.
 Appropriation Unit: 4456 33 Cottonwood Cove, NV 89046
 Is budget authority available?: Yes No Contact / Phone: 702-297-1464
 If "No" please explain: _____ Vendor No.: T81028369 CDB# _____

To what State Fiscal Year(s) will the contract be charged? 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 type="checkbox"/> General Funds _____ %	<input checked="" type="checkbox"/> Fees <u>Boat Registration</u> <u>74</u> %
<input checked="" type="checkbox"/> Federal Funds <u>26</u> %	<input type="checkbox"/> Bonds _____ %
<input type="checkbox"/> Highway Funds _____ %	<input type="checkbox"/> Other funding: _____ %

2. Contract start date:
 a. Effective upon Board of Examiner's approval? or b. other effective date July 1, 2011
 Anticipated BOE meeting date _____
 [Contracts with an effective date prior to BOE approval (retroactive) must be accompanied by a memorandum explaining the reason prior BOE approval was not obtained.]

3. Termination date: June 30, 2012 (original contract)
 Contract term: 1 Year (indicate in years the length of the contract and any potential renewals)

4. Type of contract (check one):
 a. New Contract Cooperative Agreement
 Contract Amendment # _____ Revenue Contract
 Interlocal Contract Other Contract: Lease/Rental Agreement

b. Contract Description (limited to 3 or 4 key words): _____
 5. Purpose of contract (Describe Scope of Work or service to be accomplished):
This is a new contract (a lease agreement) to provide boat slip rental space for mooring of Department of Wildlife vessel NV 3431 EX Safeboat Patrol Boat. NDOW uses the boat in support of its duties as the boating safety and law enforcement agency for Nevada. Mooring the boat at Cottonwood Cove allows for emergency response to Law Enforcement calls.

6. a. NEW CONTRACTS ONLY:
 The maximum amount of the contract for the term of the contract is: \$3,672 \$3,996
 Payment for services will be made at the rate of _____ per _____
 (enter dollar amount) (time interval, i.e., hour, year)
 or, if not applicable, specify other basis for payment:
Lump sum payment upon approval by the BOE

b. CONTRACT AMENDMENTS ONLY: Meeting date of BOE approval _____
 Maximum amount of the original contract: (refer to 6 a) 1. _____
 Total amount of any previous contract amendments 2. _____
 Amount of current contract amendment 3. _____
 New maximum contract amount (Add lines 1, 2, and 3 for the total of line 4) 4. _____

and/or the termination date of the original contract has changed to: _____
 and/or explain other changes: _____

Lease #46

II. JUSTIFICATION

7. What conditions mandate that this work be done?

Wildlife personnel using this vessel are stationed in Boulder City approximately 57 miles from the Marina. Mooring the boat at Cottonwood Cove allows for emergency response to Law Enforcement calls. It is cost effective and convenient to meet L.E. program needs.

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 the ability to provide marina slip facilities for boat storage.

9. Were quotes or proposals solicited? Yes No

Was the solicitation (RFP) done by the Purchasing Division? Yes No If both are No, see 9 b.

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

b. Solicitation Waiver # _____ Professional Service Exempt

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

There is only one marina on the Nevada on the Nevada side of Lake Mohave and only one spot in which a patrol vessel can be launched in the State of Nevada on Lake Mohave: Cottonwood Cove. See attached memo for more complete explanation.

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

10. Does the contract contain any IT components? Yes No

If yes, per NRS 242.151 DoIT approval is required.

DoIT Director or designee approval

Date

III. OTHER INFORMATION:

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

Yes No

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

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

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

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

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

Yes No If "Yes," please explain

Lease
#6

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

Yes No

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

Current rental space provider for this vessel. Slip rental arrangement has been satisfactory.

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

Yes No

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

14. Agency Field Contract Monitor:

Micheal Maynard

Printed Name

Game Warden Lieutenant

Title

702-486-5127

Phone No.

15. Certified Contract Manager Approval:

Michael Krumaker

Printed Name



775-688-1571

Phone No.

16. Date Contract Summary was Prepared:

05/26/2011

Date

Lease
#6



NEVADA DEPARTMENT OF WILDLIFE

1100 Valley Road • Reno, Nevada 89512
(775) 688-1500 Fax (775) 688-1595

RETROACTIVE BOE CONTRACT APPROVAL REQUEST

Date: July 1, 2011
To: Kristen Kolbe, Budget Analyst IV
From: Michael Krumenaker, Contract Manager *MK*
Subject: Cottonwood Cove Resort and Marina Boat Slip Lease

Please approve the retroactive start date of July 1, 2011 for the Cottonwood Cove Resort and Marina boat slip lease.

We were unaware that sub-\$10,000 leases for property other than buildings or land (and excluding all equipment leases) required approval of the full Board of Examiners. We will act according to this rule from now on.

This lease is very important to the State of Nevada. The boat in question is a patrol boat that serves important boating safety and law enforcement functions. Cottonwood Cove is the only marina in the area served by this patrol boat.

Thank you for your help. If you have any questions please call me at (775) 688-1581.

Lease #6

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12302**

Agency Name: NUCLEAR PROJECTS OFFICE	Legal Entity Name: Nevada Division of Emergency Management
Agency Code: 012	Contractor Name: Nevada Division of Emergency Management
Appropriation Unit: 1005-14	Address: 2478 Fairview Drive
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: null775-687-0300
	Vendor No.:
	NV Business ID: N/A

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Interlocal Agreement**Contract description: **DEM 2011-12**

5. Purpose of contract:

This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: Reimbursement of actual expenses

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy transportation of transuranic waste through Nevada.

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

Nevada Division of Emergency Management is a state agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicableb. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

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

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

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

No If "Yes", please explain

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:

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

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

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	06/06/2011 10:57:56 AM
Division Approval	slync1	06/06/2011 10:58:00 AM
Department Approval	slync1	06/06/2011 10:58:04 AM
Contract Manager Approval	slync1	06/06/2011 10:58:07 AM
Budget Analyst Approval	kkolbe	06/06/2011 14:22:43 PM
Team Lead Approval	jmurph1	06/09/2011 12:24:44 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:24:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12304**

Agency Name: **NUCLEAR PROJECTS OFFICE**
Agency Code: **012**
Appropriation Unit: **1005-14**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Nevada Highway Patrol
Contractor Name: **Nevada Highway Patrol**
Address: **555 Wright Way**
City/State/Zip: **Carson City, NV 89711**
Contact/Phone: Tony Almaraz 775-687-5300
Vendor No.:
NV Business ID: N/A

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year**

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

Contract description: **NHP-2011-12**

5. Purpose of contract:

This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: Reimbursement of actual expenses

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy transportation of transuranic waste through Nevada.

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

Nevada Highway Patrol is a state agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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 Highway Patrol is currently under contract with this agency. 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	slync1	06/06/2011 10:59:45 AM
Division Approval	slync1	06/06/2011 10:59:48 AM
Department Approval	slync1	06/06/2011 10:59:50 AM
Contract Manager Approval	slync1	06/06/2011 10:59:53 AM
Budget Analyst Approval	kkolbe	06/06/2011 14:10:20 PM
Team Lead Approval	jmurph1	06/09/2011 12:26:07 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:26:11 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12303**Agency Name: **NUCLEAR PROJECTS OFFICE**Agency Code: **012**Appropriation Unit: **1005-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Nevada State Health Department

Contractor Name: **Nevada State Health Department**Address: **4150 Technology Way
Suite 300**City/State/Zip: **Carson City, NV 89706**

Contact/Phone: Karen Beckley 775-684-4200

Vendor No.:

NV Business ID: N/A

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Interlocal Agreement**Contract description: **SHD-2011-12**

5. Purpose of contract:

This is a new interlocal agreement to provide for safe and uneventful transportation of transuranic waste within Nevada.

6. NEW CONTRACT

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

Other basis for payment: Reimbursement of actual expenses

II. JUSTIFICATION

7. What conditions require that this work be done?

US Department of Energy transportation of transuranic waste through Nevada.

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

The Nevada State Health Department is a state agency.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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 State Health Department is currently under contract to this agency. All service has been satisfactory.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	slync1	06/06/2011 10:59:03 AM
Division Approval	slync1	06/06/2011 10:59:05 AM
Department Approval	slync1	06/06/2011 10:59:08 AM
Contract Manager Approval	slync1	06/06/2011 10:59:11 AM
Budget Analyst Approval	kkolbe	06/06/2011 14:15:05 PM
Team Lead Approval	jmurph1	06/09/2011 12:22:37 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:22:44 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12308**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: LEGAL WINGS INC
Agency Code: 030	Contractor Name: LEGAL WINGS INC
Appropriation Unit: 1030-04	Address: 1118 FREMONT ST
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: Ed Kielty 702/384-0015
	Vendor No.: T80945612
	NV Business ID: NV19841012894

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

Agency Reference #: **030**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**Anticipated BOE meeting date **07/2011**Retroactive? **Yes**

If "Yes", please explain

A retroactive memorandum is attached which sets forth the reason for this contract being retroactive. (Started the solicitation process too late to complete by June BOE).3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Messenger Service**

5. Purpose of contract:

This is a new contract to provide legal messenger services to include delivery of documents (court, etc.) to law offices, courts, etc. and the filing of legal documents in various courts. They will also serve summons, subpoenas, and other documents.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$250.00 per month

Other basis for payment: Additional charges for special circumstances.

II. JUSTIFICATION

7. What conditions require that this work be done?

Thjis is a new contract for messwenger services which are required under the Rules of Civil Procedure.

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

There are no employees of the Attorney General's Office that can perform this type of service except in emergency situations.

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 solicitation was done for messenger services located in Southern Nevada (Las Vegas). Legal Wings is the only vendor that responded to the solicitation.

d. Last bid date: 05/13/2011 Anticipated re-bid date: 04/01/2013

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?

Yes If "Yes", please provide employment termination date. 06/30/2011

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

No If "Yes", please explain

Not Applicable

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

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

Legal Wings has been the messenger service for the Attorney General's Office in Southern Nevada for the past eight (8) years.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	06/06/2011 16:30:12 PM
Division Approval	clesli1	06/08/2011 10:15:19 AM
Department Approval	chowle	06/08/2011 10:52:58 AM
Contract Manager Approval	shanshew	06/10/2011 16:28:59 PM
Budget Analyst Approval	csawaya	06/13/2011 08:19:20 AM
Team Lead Approval	jmurph1	06/13/2011 09:46:47 AM
BOE Agenda Approval	jmurph1	06/13/2011 09:46:53 AM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY SMITH
Chief of Staff

TO: Cathy Gregg, Budget Analyst
FROM: Susan Hanshew, Management Analyst II
DATE: June 4, 2011
RE: Retroactive Independent Contract for Legal Wings

This memo is to advise the Board of Examiners that the Independent Contract for Legal Wings has an effective date of July 1, 2011. The current two (2) year contract expires on June 30, 2011.

The reason for the late submission was due to beginning the solicitation process on May 13, 2011, which did not leave me enough time to comply with all the requirements to submit the Contract in a timely manner for the June Board of Examiners meeting.

I appreciate your consideration in this matter.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12300**

Agency Name:	ATTORNEY GENERAL'S OFFICE	Legal Entity Name:	RENO CARSON MESSENGER SERVICE
Agency Code:	030	Contractor Name:	RENO CARSON MESSENGER SERVICE
Appropriation Unit:	1030-04	Address:	185 MARTIN ST
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	PETE LAZETICH 775/322-2424
		Vendor No.:	T60159830
		NV Business ID:	NV19931072732

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

A retroactive memorandum is attached which sets forth the reason for this contract being retroactive. (Solicitation process was not started in time to ensure completion by the June BOE deadline).3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Messenger Service**

5. Purpose of contract:

This is a new contract to provide legal messenger services to include delivery of documents (court, etc.) to law offices, courts, etc. and the filing of legal documents in various courts. They will also serve Summons, Subpoenas and other documents.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$649.00 per month

Other basis for payment: Additional charges for special circumstances.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract for messenger services which are required under the Rules of Civil Procedure.

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

There are no employees of the Attorney General's Office that can perform this type of service except in emergency situations.

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 solicitation was done for messenger services in Northern Nevada (Reno/Carson). Reno Carson Messenger Service was the only vendor that submitted a proposal.

d. Last bid date: 05/13/2011 Anticipated re-bid date: 04/01/2013

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?

Yes If "Yes", please provide employment termination date. 06/30/2011

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

No If "Yes", please explain

Not Applicable

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

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

Reno Carson Messenger Service has been the messenger service for the Attorney General's Office for the past ten (10) years plus.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	06/06/2011 12:58:23 PM
Division Approval	clesli1	06/10/2011 17:04:23 PM
Department Approval	chowle	06/11/2011 15:19:10 PM
Contract Manager Approval	shanshew	06/13/2011 09:11:41 AM
Budget Analyst Approval	csawaya	06/13/2011 10:05:35 AM
Team Lead Approval	jmurph1	06/13/2011 15:24:52 PM
BOE Agenda Approval	jmurph1	06/13/2011 15:24:57 PM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY SMITH
Chief of Staff

TO: Cathy Gregg, Budget Analyst
FROM: Susan Hanshew, Management Analyst II
DATE: June 4, 2011
RE: Retroactive Independent Contract for Reno Carson Messenger Service
#12300

This memo is to advise the Board of Examiners that the Independent Contract for Reno Carson Messenger Service has an effective date of July 1, 2011. The current two (2) year contract expires on June 30, 2011.

The reason for the late submission was due to beginning the solicitation process on May 13, 2011, which did not leave me enough time to comply with all the requirements to submit the Contract in a timely manner for the June Board of Examiners meeting.

I appreciate your consideration 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: 10750	Amendment Number: 2
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: PARKSIDE ASSOCIATES LLC
Agency Code: 030	Contractor Name: PARKSIDE ASSOCIATES LLC
Appropriation Unit: 1039-10	Address: 427 MORELAND AVE STE 250
Is budget authority available?: Yes	City/State/Zip: ATLANTA, GA 30307-1586
If "No" please explain: Not Applicable	Contact/Phone: Kevin Byers 404/525-4009
	Vendor No.: T27024508
	NV Business ID: NV20101676419

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

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

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

Agency Reference #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/16/2010**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **03/03/2014**

Contract term: **3 years and 322 days**

4. Type of contract: **Contract**

Contract description: **Forensic Accounting**

5. Purpose of contract:

This is the second amendment to the original contract, which provides forensic accounting services for cases pertaining to mortgage lending services. This amendment increases the maximum amount of contract from \$64,950 to \$119,950 due to an increased volume of cases.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,950.00
2. Total amount of any previous contract amendments:	\$55,000.00
3. Amount of current contract amendment:	\$55,000.00
4. New maximum contract amount:	\$119,950.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters of fair mortgage lending service practices.

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

Expertise and experience in forensic accounting services pertaining to mortgage lending service practices is not available in the Bureau of Consumer Protection to adequately represent the consumers' interests and protect the general public.

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?

This vendor was chosen for their specialized expertise (provided work to the AGs offices in IL and AZ), availability and reasonable rate. As an accountant, this type of service is waived for solicitation under NAC 333.150 (2)(b)(5).

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Since April of 2010, this vendor has provided services to the Bureau of Consumer Protection. All services have been completed 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:

Other **LLC**

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	hrobinso	06/06/2011 15:29:18 PM
Division Approval	hrobinso	06/06/2011 15:29:21 PM
Department Approval	hrobinso	06/06/2011 15:29:26 PM
Contract Manager Approval	hrobinso	06/08/2011 17:59:29 PM
Budget Analyst Approval	csawaya	06/09/2011 17:07:22 PM
Team Lead Approval	jmurph1	06/10/2011 10:04:46 AM
BOE Agenda Approval	jmurph1	06/10/2011 10:04:50 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12338**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-31**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: The Persimmon Group LLC

Contractor Name: **The Persimmon Group LLC**Address: **11 East 5th St Ste 300**City/State/Zip: **Tulsa, OK 74103**

Contact/Phone: null918-592-4121

Vendor No.:

NV Business ID: Pending

To what State Fiscal Year(s) will the contract be charged? **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	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/16/2011**Contract term: **77 days**4. Type of contract: **Contract**Contract description: **Persimmon Group**

5. Purpose of contract:

This is a new contract to conduct a business process analysis of customer service operations, assess current customers' service processes and identify opportunities for realignment and improvement to reduce call times, enhance service delivery and knowledge and review and develop performance metrics.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

Other basis for payment: As specified in two (2) installments (\$5,000 & \$19,999) as identified in the contract terms upon submission of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Since taking on additional responsibility of issuing the Business License, coupled with staff reductions and furloughs, our Customer Service Division saw a dramatic increase in call volume and hold times thus impacting the confidence of our customer base. This issue is not just isolated within the Customer Service Division but in many divisions with front line staff. Given the diverse responsibilities of the office, the base of knowledge required for Customer Service staff and the volume of calls, emails, letters and walk-in customers, we believe that a consultant specializing in developing high performing customer service operations using multiple forms of customer interaction including but not limited to counter service, phone, email and written communication. Staff within the office can identify the flaws in the existing process/system; however, we lack the experience and knowledge to adequately bring about improvement and the use of tools that effectively respond to customers' needs.

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

State employees are not able to do this work due to time, resources and lack of expertise in conducting this type of external review and development of recommendations.

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 chosen because of their experience and expertise in this field and demonstrated ability to respond to the desired outcomes requested of this vendor

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	kthoma2	06/09/2011 14:36:04 PM
Division Approval	kthoma2	06/09/2011 14:36:08 PM
Department Approval	kthoma2	06/09/2011 14:36:12 PM
Contract Manager Approval	vmccormi	06/09/2011 14:41:11 PM
Budget Analyst Approval	rhage1	06/13/2011 12:04:03 PM
Team Lead Approval	jteska	06/16/2011 14:32:57 PM
BOE Agenda Approval	jteska	06/16/2011 14:33:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12337**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1051-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DOMINION VOTING SYSTEMS INC**Contractor Name: **DOMINION VOTING SYSTEMS INC**Address: **1201 18TH ST STE 210**City/State/Zip: **DENVER, CO 80202-1421**Contact/Phone: **Waldeep Singh 510-875-1279**Vendor No.: **T27026017**NV Business ID: **NV20101520492**To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

<input checked="" type="checkbox"/>	General Funds	5.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	95.00 %	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: **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/15/2013**Contract term: **2 years and 15 days**4. Type of contract: **Contract**Contract description: **Dominion**

5. Purpose of contract:

This is a new contract to continue to meet federal requirements set forth in the Help America Vote Act of 2002 (HAVA), specifically Section 301, which requires the use of correctable and verifiable voting systems that notify the voter of selection errors. This contract provides for the purchase of additional and replacement equipment, and to ensure ongoing custom support and maintenance from the vendor whose equipment and services are used exclusively state-wide for all federal and state elections.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,409,501.15**

Other basis for payment: 8 equal payments of \$176,187.77 per schedule listed in Attachment AA

II. JUSTIFICATION

7. What conditions require that this work be done?

Under HAVA, federal law mandates correctable and verifiable voting systems be used for all federal and state elections. Voting systems in Nevada are exclusively Dominion Voting System products. Continued Dominion support, quality assurances and warranties are necessary.

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

Due to all voting systems in the state being Dominion products which require custom maintenance and programming, such expertise and support is not available by State employees or 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: **Exempt (Per statute)**

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

NRS 293.442 authorizes the Secretary of State to expend or disburse money in the Electin Fund in accordance with the provisions of the Help America Vote Act. Ane RFP process was conducted for original contract in 2004, which was renewed in 2009, with Sequoia Voting Systems who was acquired by Dominion Voting Systems in 2010. Dominion is now the sole voting systems contractor for the state to guarantee secure and accurate electronic voting systems with superior support services. This included being able to provide a voter verifiable paper audit trail and superior levels of support, personnel and training for the unique needs of all 17 Nevada counties, particularly both rural and urban areas.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2010 - Assigned contract previously held by Sequoia Voting Systems 2004-2010 with Secretary of State- Satisfactory service

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kthoma2	06/09/2011 14:36:40 PM
Division Approval	kthoma2	06/09/2011 14:36:43 PM
Department Approval	kthoma2	06/09/2011 14:36:46 PM
Contract Manager Approval	vmccormi	06/10/2011 09:31:21 AM
DoIT Approval	ismolya1	06/10/2011 10:30:22 AM
Budget Analyst Approval	rhage1	06/13/2011 12:10:21 PM

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

jteska
jteska
Pending

06/16/2011 14:35:55 PM
06/16/2011 14:35:59 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12339**Agency Name: **HIGHER EDUCATION TUITION**Agency Code: **052**Appropriation Unit: **1081-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Buck Consultants, LLC

Contractor Name: **Buck Consultants, LLC**

Address:

City/State/Zip: **Boston, MA 02110**

Contact/Phone: Daniel Sherman 617-275-8049

Vendor No.:

NV Business ID: LLC14568-2004

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 354 days**4. Type of contract: **Contract**Contract description: **Nevada Prepaid Tuition**

5. Purpose of contract:

This is a new contract to prepare the fiscal year 2011/2012, Actuarial Study required by NRS 353B.190 and the annual pricing models for the Nevada Prepaid Tuition contracts.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$65,000.00**

Other basis for payment: An annual cost not to exceed \$28,000 for FY12; \$29,000 for FY13; Additional services may be required during the term of the contract not to exceed \$8,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353B.190 mandates an independent actuarial study of the Higher Education Trust Fund be completed each year. Price modeling for the Nevada Prepaid Tuition contracts must be set annually prior to open enrollment.

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

The Nevada Revised Statute requires an independent actuary study by a "certified" actuary. The State Treasurer's Office does not employ a certified actuary or anyone with the required skills to create actuarially based contract modeling.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 was chosen by the College Savings Board as required in an Open Meeting due to their expertise of providing actuarial services to the Nevada Prepaid Tuition program.

d. Last bid date: 04/04/2011 Anticipated re-bid date: 04/04/2013

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	mwinebar	06/09/2011 13:32:02 PM
Division Approval	mwinebar	06/09/2011 13:32:05 PM
Department Approval	mwinebar	06/09/2011 13:32:10 PM
Contract Manager Approval	cthurst1	06/09/2011 13:33:30 PM
Budget Analyst Approval	cglover	06/13/2011 11:23:47 AM
Team Lead Approval	jteska	06/16/2011 15:06:30 PM
BOE Agenda Approval	jteska	06/16/2011 15:06:34 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12447**

Agency Name: ADMINISTRATION - DIRECTOR'S OFFICE	Legal Entity Name: Aeris Enterprises, Inc.
Agency Code: 080	Contractor Name: Aeris Enterprises, Inc.
Appropriation Unit: 1340-04	Address: 59 Damonte Ranch PKWY B292
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: null775-841-3262
	Vendor No.:
	NV Business ID: NV20011516008

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Tech Support Svr App**

5. Purpose of contract:

This is a new contract to provide on-call technical support for the Consolidated Server applications on an as-needed basis over the FY2012/2013 biennium. This includes providing support for the following applications: Nevada Executive Budget System (NEBS), Nevada Employee Action and Timekeeping System (NEATS), Nevada Project Accounting System (NPAS), Human Resources Data Warehouse (HRDW), Nevada Applicant Tracking System (NVAPPS), Advantage Human Resources System, Contracts Tracking Database, and Nevada Open Government Initiative.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$267,750.00**

Payment for services will be made at the rate of \$225.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to provide assistance to State staff in support of the systems listed in paragraph 5 (above). This on-call support will only be used as required.

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

Currently, no state employees possess the skills to perform this service. Aeris Enterprises, Inc. has the knowledge-base and skills necessary to provide the needed support. In addition, Aeris developed the NEBS, NEATS, NPAS, NVAPPS, HRDW, Contracts Tracking Database, and the Nevada Open Government Initiative applications.

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 #: 110701

Approval Date: 07/11/2011

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? 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:

The contractor has been engaged by the Department of Administration and the Department of Personnel on several projects over the last ten years. The contractor performed satisfactorily on all projects.

13. Is the contractor currently involved in litigation with the State 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	jburry	07/11/2011 10:02:25 AM
Division Approval	jburry	07/11/2011 10:02:29 AM
Department Approval	jburry	07/11/2011 10:02:33 AM
Contract Manager Approval	jburry	07/11/2011 10:02:36 AM
DoIT Approval	ismolya1	07/12/2011 13:25:12 PM
Budget Analyst Approval	jmurph1	07/12/2011 13:52:06 PM
Team Lead Approval	jmurph1	07/12/2011 13:52:11 PM
BOE Agenda Approval	jmurph1	07/12/2011 13:52:15 PM



BRIAN SANDOVAL
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:
110701

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Department of Administration, Budget Division
Lee-Ann Easton 684-0225

- b. Vendor contact information:

Aeris Enterprises, Inc.
Joseph Fix
59 Damonte Ranch Pkwy B292
Reno, NV 89521

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

Provide on-call technical support for the Consolidated Server applications on an as-needed basis over the FY2012/2013 biennium. This includes providing support for the following applications: Nevada Executive Budget System (NEBS), Nevada Employee Action and Timekeeping System (NEATS), Nevada Project Accounting System (NPAS), Human Resources Data Warehouse (HRDW), Nevada Applicant Tracking System (NVAPPS), Advantage Human Resources System, Contracts Tracking Database, and Nevada Open Government Initiative.

Support can involve troubleshooting and resolving systems problems or developing new system features and functions requested by the users.

A fixed pool of hours will be established. The state will issue work orders, on an "as-needed" basis, specifying work/deliverables for the contractor to complete.

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

A technical and functional understanding of the Advantage Human Resource, NEBS, NEATS, NPAS, NVAPPS, HRDW, Contracts Tracking Database, and Nevada Open Government Initiative systems. In addition, understand the Consolidated Server application security architecture and framework.

Proven ability to effectively use the programming tools and technologies used to build the various Consolidated Server applications (e.g. Java, COBOL, Oracle, AIX-UNIX, etc.).

Capability to respond quickly to production system problems.

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

The Human Resource applications are not supported by the original software vendor - American Management Systems, Inc. (AMS). The NEBS, NEATS, NPAS, NVAPPS, HRDW, Contracts Tracking Database, and the Nevada Open Government Initiative applications were custom built, rather than Commercial Off-the-Self, and therefore do not have a standard vendor support service available. The various Consolidated Server applications are integrated, which adds another level of complexity.

The State needs a vendor that has comprehensive understanding of the various Consolidated Server applications so that they can address the State's needs in a timely basis without a "steep learning curve".

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:

To get another company to get up to speed on the systems that Aeris built and the expense the state would incur would not be cost efficient.

- (1) Aeris staff, previously worked for the vendor (AMS) that developed the Advantage system and worked on the original implementation as well as production support after the system went live.
- (2) Aeris designed and built the NEBS, NEATS, NPAS, NVAPPS, HRDW, Contracts Tracking Database, and Nevada Open Government Initiative systems so they understand the database structures, source code and underlying technology (e.g., Oracle Database, data warehouse, Oracle Tools, AIX). Aeris is the only firm with this level of knowledge.
- (3) They have an extensive understanding of the State of NV budgeting and accounting business processes and business rules.
- (4) They understand the Consolidated Server framework. The framework establishes fundamental conventions for how transactions are handled, how screens are presented, and how database interaction will occur – all crucial aspects of a consistent, reliable enterprise application. This common framework will provide a more maintainable application for State Staff.
- (5) They will allow the state full ownership of the source code they develop and not charge the state license fees.
- (6) Aeris designed and built the Consolidated Server applications security module which the various application must integrate with.
- (7) Aeris has a proven track record of delivering quality work-products on time and within budget.

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.

Based on our understanding of the market place Aeris is the only firm that has the level of knowledge needed to support the various Consolidated Server applications as well as provide strategic consultation on technical issues and future enhancements.

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

See above response to #6. To get another vendor to that level would be much more costly than to continue on with the proven satisfactory service this vendor offers.

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

(1) Value: \$267,750; (2) Length of contract: 24 months - 2012/2013 biennium; (3) This is not a contract amendment; and (4) No amendments are anticipated at this time.

a. New contract Y N

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

Budget Division hereby requests approval for Aeris Enterprises, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>Leelana East</u>	<u>7/7/11</u>
Agency Representative Initiating Request	Date
X <u>Stephanie Day</u>	<u>07/09/11</u>
Agency Head Authorizing Request	Date

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

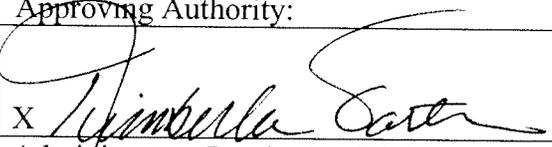
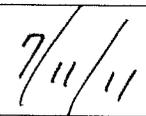
Signed:

<input checked="" type="checkbox"/> — 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:

<input checked="" type="checkbox"/> 	
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: **12283**

Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: BISON CONSTRUCTION INC
Agency Code: 082	Contractor Name: BISON CONSTRUCTION INC
Appropriation Unit: 1349-12	Address: PO BOX 3198
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89702
If "No" please explain: Not Applicable	Contact/Phone: null775/849-1850
	Vendor No.: T80907064A
	NV Business ID: NV19851012821

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	X	Fees	100.00 %	Buildings Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date: 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **general construction**

5. Purpose of contract:

This is a new contract to provide ongoing general contractor services on an as needed basis and upon the request and approval of a Buildings & Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Superintendent Mon-Fri \$56.00/hour, weekend \$69.00/hour, Holiday \$77.00/hour; Carpenter Mon-Fri \$51.00/hour, weekend \$64.00/hour, Holiday \$77.00/hour; Laborer Mon-Fri \$39.50, weekend \$51.00/hour, Holiday \$59.00/hour; trash truck \$96.00 daily; materials cost plus 10%

II. JUSTIFICATION

7. What conditions require that this work be done?

The need to maintain State buildings in a safe and secure condition.

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?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Bison Construction, Inc. is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre-qualified bidder.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2007-2011, Buildings & Grounds, service satisfactory

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	06/08/2011 11:15:16 AM
Division Approval	rday0	06/08/2011 14:24:47 PM
Department Approval	rday0	06/08/2011 14:24:50 PM
Contract Manager Approval	rday0	06/08/2011 14:24:52 PM
Budget Analyst Approval	jborrowm	06/09/2011 17:30:43 PM
Team Lead Approval	jteska	06/17/2011 13:51:11 PM
BOE Agenda Approval	jteska	06/17/2011 13:51:19 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: **12292**

Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: CAPITAL GLASS INC
Agency Code: 082	Contractor Name: CAPITAL GLASS INC
Appropriation Unit: 1349-12	Address: 2951 N DEER RUN RD STE 1
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701-1467
If "No" please explain: Not Applicable	Contact/Phone: null775/883-6401
	Vendor No.: T80316580
	NV Business ID: NV19671000768

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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

General Funds	0.00 %	X	Fees	100.00 % Buildings & Grounds building rent income funds
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 346 days**

4. Type of contract: **Contract**

Contract description: **glass installation**

5. Purpose of contract:

This is a new contract for the ongoing provision of glass door repair and installation, replacement and installation of glass and glazing work, for various State buildings in Northern Nevada 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: **\$100,000.00**

Other basis for payment: regular labor rate \$90.00/hour; overtime \$135.00/hour; Holiday and weekend \$180.00/hour; parts and material are at cost plus 10% overhead and 25% mark-up

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need to be maintained in a safe and secure environment.

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

Lack of equipment 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?

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. Capital Glass, Inc. is a Public Works Board contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre-qualified bidder.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2007-2011, Buildings & Grounds, service satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	06/08/2011 11:14:43 AM
Division Approval	rday0	06/08/2011 14:18:18 PM
Department Approval	rday0	06/08/2011 14:18:25 PM
Contract Manager Approval	rday0	06/08/2011 14:18:30 PM
Budget Analyst Approval	jborrowm	06/10/2011 09:10:54 AM
Team Lead Approval	jteska	06/17/2011 13:40:55 PM
BOE Agenda Approval	jteska	06/17/2011 13:41:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12290**

Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: HEALTHY TREES
Agency Code: 082	Contractor Name: HEALTHY TREES
Appropriation Unit: 1349-12	Address: PO BOX 2885
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89702
If "No" please explain: Not Applicable	Contact/Phone: null775/224-3827
	Vendor No.: T27013019
	NV Business ID: NV20031522725
To what State Fiscal Year(s) will the contract be charged?	2012-2016

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

General Funds	0.00 %	X	Fees	100.00 % Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **arborist services**

5. Purpose of contract:

This is a new contract for ongoing professional arborist services for any State facility in Northern Nevada on an as needed basis, and at the request and approval of a Buildings & Grounds designee.

6. NEW CONTRACT

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

Other basis for payment: Three person crew(arborists) \$180.00/hour or \$60.00/hour per person; consulting arborist(owner) \$75.00/hour; chip dump truck & chipper \$100.00/hour of operation; sixty-foot aerial lift \$150.00/hour with three hour minimum or \$500.00 per day; 40-ton crane \$205.00/hour with three hour minimum; 70-ton crane \$250.00/hour with a four hour minimum; aerial lifts and cranes are leased as needed

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary to maintain large trees on State property for safety.

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

Lack of equipment 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 is one of multiple contracts for professional arborist services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2007-2011, Buildings & Grounds, service satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	06/08/2011 11:13:35 AM
Division Approval	rday0	06/08/2011 14:30:01 PM
Department Approval	rday0	06/08/2011 14:30:04 PM
Contract Manager Approval	rday0	06/08/2011 14:30:07 PM
Budget Analyst Approval	jborrowm	06/10/2011 09:27:30 AM
Team Lead Approval	jteska	06/17/2011 13:37:38 PM
BOE Agenda Approval	jteska	06/17/2011 13:37:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6131** Amendment Number: **1**

Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Intermountain Electric, Inc. dba IME**

Agency Code: **082** Contractor Name: **Intermountain Electric, Inc. dba IME**

Appropriation Unit: **1349-12** Address: **4750 Longley Lane, Suite 105**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89502**

If "No" please explain: **Not Applicable** Contact/Phone: **null7758503600**

Vendor No.: **T29009636**

NV Business ID: **NV20041478167**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

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

General Funds	0.00 %	X	Fees	100.00 % Buildings and Grounds building rental income fees.
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/01/2009**

Anticipated BOE meeting date **02/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2011**

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 enables the contractor to submit bids to provide electrical services as needed and requested by Buildings and Grounds for State buildings in Carson City and Reno. This amendment extends the termination date from September 30, 2011 to March 31, 2013; updates Contractor's Rate Structure; updates insurance requirements accordingly; and increases the maximum amount from \$20,000.00 to \$100,000.00 for anticipated projects over the next biennium including state agency mergers.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$80,000.00
4. New maximum contract amount:	\$100,000.00
and/or the termination date of the original contract has changed to:	03/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

For the safety of the public and employees, electrical improvements are necessary in State buildings.

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

Lack of Manpower.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Per SAM 0338.0, each contractor will be contacted to submit bids on projects. IME Intermountain Electric, Inc. is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board pre-qualified bidder.

d. Last bid date: 04/01/2009 Anticipated re-bid date: 03/31/2013

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:

2009-2010, 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:
Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	05/24/2011 11:11:29 AM
Division Approval	cedward2	05/25/2011 14:55:55 PM
Department Approval	cedward2	05/25/2011 14:56:20 PM
Contract Manager Approval	rday0	05/25/2011 15:56:00 PM
Budget Analyst Approval	jborrowm	06/09/2011 10:33:43 AM
Team Lead Approval	jteska	06/16/2011 14:08:29 PM
BOE Agenda Approval	jteska	06/16/2011 14:08:34 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: **12301**

Agency Name: BUILDINGS AND GROUNDS DIVISION	Legal Entity Name: JET SERVICES INC DBA
Agency Code: 082	Contractor Name: JET SERVICES INC DBA
Appropriation Unit: 1349-12	Address: JET PLUMBING & DRAIN SERVICES 1553 HYMER AVE
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775/331-3933
	Vendor No.: PUR0002894
	NV Business ID: NV19841017115

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	X	Fees	100.00 % Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Plumbing services**

5. Purpose of contract:

This is a new contract for the ongoing provision of plumbing, and domestic and irrigation backflow to various State buildings in Reno and Carson City, on an as needed basis and at the request and written approval of a Buildings and Grounds designee.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,000.00**

Other basis for payment: See contractor rate sheet in Additional Information tab

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings need plumbing and back flow services to keep the them in a safe and sanitary condition.

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

Lack of manpower.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for plumbing services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2007-2011, Buildings & Grounds, service satisfactory

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	06/08/2011 11:16:24 AM
Division Approval	rday0	06/08/2011 14:21:04 PM
Department Approval	rday0	06/08/2011 14:21:08 PM
Contract Manager Approval	rday0	06/08/2011 14:21:13 PM
Budget Analyst Approval	jborrowm	06/10/2011 09:24:50 AM
Team Lead Approval	jteska	06/17/2011 13:26:57 PM
BOE Agenda Approval	jteska	06/17/2011 13:27:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12295**Agency Name: **COMMISSION ON TOURISM**Agency Code: **101**Appropriation Unit: **1530-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LUCA, JOE**Contractor Name: **LUCA, JOE**Address: **1105 SE WILLOW RIDGE DR**City/State/Zip: **BLUE SPRINGS, MO 64014-6314**Contact/Phone: **JOE LUCA 816/229-2305**Vendor No.: **T27023604**NV Business ID: **NV20101582700**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 354 days**4. Type of contract: **Contract**Contract description: **Newsstand Services**

5. Purpose of contract:

This is a new contract to provide services for magazine newsstand placement and sales nationwide. Services will include: research and report to the Nevada Magazine circulation manager on all industry trends; regularly visit headquarters and regional offices of the national wholesalers to develop and maintain personal contacts and awareness of Nevada Magazine; analyze sales with various wholesalers and selling outlets to determine appropriate draw for each issue; negotiate special rack space trade outs for Nevada Magazine; inform the Nevada Magazine of special promotions with various selling outlets and negotiate promotion fees; inform the Nevada Magazine of new distribution options and negotiate wholesaler discounts; and provide expert advice on all distribution topics such as cover design, logo, content, selling points, etc.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,800.00**

Payment for services will be made at the rate of \$450.00 per month

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 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 and does not have the expertise to handle newsstand distribution. A national consultant is needed who has experience representing other regional titles and national contacts that can negotiate for a small regional publication.

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: 04/22/2011 Anticipated re-bid date: 06/30/2013

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:

Nevada Magazine 2007 to 2011 - 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:
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	pstefono	06/03/2011 10:06:13 AM
Division Approval	pstefono	06/03/2011 10:06:16 AM
Department Approval	pstefono	06/03/2011 10:06:18 AM
Contract Manager Approval	pstefono	06/03/2011 10:06:20 AM
Budget Analyst Approval	jrodrig9	06/03/2011 15:34:07 PM
Team Lead Approval	cwatson	06/17/2011 08:55:38 AM
BOE Agenda Approval	cwatson	06/17/2011 08:55:43 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 CONTRACT1. Contract Number: **12287**

Agency Name:	COMM ON ECONOMIC DEVELOPMENT	Legal Entity Name:	OCG CREATIVE INC
Agency Code:	102	Contractor Name:	OCG CREATIVE INC
Appropriation Unit:	1526-11	Address:	510 E PLUMB LN STE A
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89502-3565
If "No" please explain:	Not Applicable	Contact/Phone:	null775/324-1643
		Vendor No.:	T29021261
		NV Business ID:	NV19991194012

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2014**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Marketing**

5. Purpose of contract:

This is a new contract to provide a portion of Nevada's required cash match for the federal State Trade and Export Promotion (STEP) grant application through the U.S. Small Business Administration. The commission is issuing a separate marketing/public relations contract specific to this grant to facilitate federal reporting requirements. This is year 1 of a 3-year initiative (years two and three are dependent upon continued federal funding). The contractor, in conjunction with the commission, will be responsible for developing and implementing an outreach campaign to targeted businesses, as well as, preparing and distributing press releases on Nevada's STEP program milestones.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: Upon Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides a portion of Nevada's required cash match for the federal State Trade and Export Promotion (STEP) grant application through the U.S. Small Business Administration.

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

The agency does not have the expertise for the services.

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

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

b. Solicitation Waiver: **Not Applicable**

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

OCG Creative, Inc., supplied a comprehensive proposal with assigned costs as well as a menu of activities for NCED to select from to promote the grant program. OCG Creative has successfully supported the Captive Insurance program another highly specific State of Nevada program. Therefore, NCED would recommend contracting with OCG Creative to promote the STEP program.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

June, 2009 to current for Nevada Commission on Economic Development with satisfactory service.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstenger	06/02/2011 12:37:08 PM
Division Approval	mstenger	06/02/2011 12:37:11 PM
Department Approval	mstenger	06/02/2011 12:37:14 PM
Contract Manager Approval	mstenger	06/02/2011 12:37:17 PM
DoIT Approval	lsmolya1	06/06/2011 11:23:53 AM
Budget Analyst Approval	jrodrig9	06/06/2011 15:57:24 PM
Team Lead Approval	cwatson	06/17/2011 08:58:10 AM
BOE Agenda Approval	cwatson	06/17/2011 08:58:15 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: 10020	Amendment Number: 1
Agency Name: NETWORK TRANSPORT SERVICES	Legal Entity Name: SOUTHWEST GAS CORP
Agency Code: 187	Contractor Name: SOUTHWEST GAS CORP
Appropriation Unit: 1388-00	Address: 400 EAGLE STATION LANE
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: Jo Taylor 775-887-2820
	Vendor No.: T10938201
	NV Business ID: NV19571000091

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % This is a revenue contract

Agency Reference #: Southwest Gas Corp

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 07/2012

Retroactive? **Yes**

If "Yes", please explain

The reason for the retroactive request is to keep the current revenue contract from reaching the current expiration date of 6/30/11.

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

Contract term: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

This is the first amendment to the original revenue contract, which provides rack space at Pennsylvania, Toulon and Fairview Peaks for Southwest Gas use. This amendment extends the termination from June 30, 2011 to June 30, 2013 and increases the maximum amount from \$11,285.19 to \$22,611.33 to cover original and added lease term.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$11,285.19
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$11,326.14
4. New maximum contract amount:	\$22,611.33
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?

N/A - Revenue Contract

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

N/A - Revenue Contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Yes, currently under revenue contract with DoIT

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

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

Not Applicable

14. The contractor is 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	dbaughn	06/07/2011 10:55:46 AM
Division Approval	capple	06/09/2011 13:07:11 PM
Department Approval	capple	06/09/2011 13:07:15 PM
Contract Manager Approval	bbohm	06/13/2011 10:27:20 AM
Budget Analyst Approval	jmurph1	06/13/2011 15:35:15 PM
Team Lead Approval	jmurph1	06/13/2011 15:35:19 PM
BOE Agenda Approval	jmurph1	06/13/2011 15:35:22 PM



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

May 25, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: **To request the BOE retroactively approve the attached Amended Revenue Contract**

The attached Revenue Contract Amendment #1 has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of Amendment #1 is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

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: **CONV6517** Amendment Number: **1**
 Agency Name: **NETWORK TRANSPORT SERVICES** Legal Entity Name: **Wells Rural Electric Company**
 Agency Code: **187** Contractor Name: **Wells Rural Electric Company**
 Appropriation Unit: **1388-00** Address: **PO Box 365, 1451 Humboldt Ave**
 Is budget authority available?: **Yes** City/State/Zip: **Wells, NV 89835**
 If "No" please explain: **Not Applicable** Contact/Phone: **Roger Finn 7757523328**
 Vendor No.: **T11410200**
 NV Business ID: **NV19581000825**

To what State Fiscal Year(s) will the contract be charged? **2010-2015**

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

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

Agency Reference #: **Wells Rural Electric**

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 **07/2012**

Retroactive? **Yes**

If "Yes", please explain

To ensure continuity in revenue past the current expiration of June 30, 2011 through the end of the extension period.

3. Previously Approved Termination Date: **06/30/2011**
 Contract term: **6 years**

4. Type of contract: **Revenue Contract**
 Contract description: **Rental or Lease Agreements**

5. Purpose of contract:
This is the first amendment to the original revenue contract, which provides for rack space rental at Spruce Mountain in Elko County. This amendment extends the termination date from June 30, 2011 to June 30, 2015 and increases the maximum amount from \$3,761.73 to \$11,504.97 to cover the increase in revenue over the next four years.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$3,761.73
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$7,743.24
4. New maximum contract amount:	\$11,504.97
and/or the termination date of the original contract has changed to:	06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?
 Revenue contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

N/A

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

Yes If "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 revenue contract with DoIT.

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

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

Not Applicable

14. The contractor is 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	dbaughn	05/18/2011 15:45:15 PM
Division Approval	capple	05/23/2011 08:27:59 AM
Department Approval	capple	05/23/2011 08:28:04 AM
Contract Manager Approval	bbohm	05/23/2011 09:25:39 AM
Budget Analyst Approval	jmurph1	06/09/2011 12:42:12 PM
Team Lead Approval	jmurph1	06/09/2011 12:42:22 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:42:26 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12371**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **ACCESS TECHNOLOGIES SERVICES**
 Contractor Name: **ACCESS TECHNOLOGIES SERVICES INC**
 Address: **10225 BUTTON WILLOW DR**
 City/State/Zip: **LAS VEGAS, NV 89134-7595**
 Contact/Phone: null702/649-7575
 Vendor No.: T29000869
 NV Business ID: NV19981414674

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

Agency Reference #: 6229

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide accessibility plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6229

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments as required.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

[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?

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

Not Applicable

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/16/2011 11:29:02 AM
Division Approval	dgrimm	06/16/2011 11:29:05 AM
Department Approval	dgrimm	06/16/2011 14:53:56 PM
Contract Manager Approval	dgrimm	06/16/2011 14:53:59 PM
Budget Analyst Approval	jrodrig9	06/20/2011 12:04:04 PM
Team Lead Approval	jteska	06/20/2011 15:38:08 PM
BOE Agenda Approval	jteska	06/20/2011 15:38:12 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12369**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **ARCHITECTS + LLC**
 Contractor Name: **ARCHITECTS + LLC**
 Address: **35 MARTIN ST**
 City/State/Zip: **RENO, NV 89509**
 Contact/Phone: null775/329-8001
 Vendor No.: T80870250
 NV Business ID: NV20001117428

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: 6227

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide accessibility plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6227

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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 this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/15/2011 15:00:40 PM
Division Approval	dgrimm	06/15/2011 15:00:43 PM
Department Approval	dgrimm	06/15/2011 15:00:46 PM
Contract Manager Approval	dgrimm	06/16/2011 14:55:41 PM
Budget Analyst Approval	jrodrig9	06/20/2011 12:08:29 PM
Team Lead Approval	jteska	06/20/2011 15:35:48 PM
BOE Agenda Approval	jteska	06/20/2011 15:35:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12309**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BLACK EAGLE CONSULTING INC**
 Contractor Name: **BLACK EAGLE CONSULTING INC**
 Address: **1345 CAPITAL BLVD STE A**
 City/State/Zip: **RENO, NV 89502-7140**
 Contact/Phone: null775/359-6600
 Vendor No.: T27002047
 NV Business ID: NV19971293847

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6029

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6029

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 15:54:52 PM
Division Approval	dgrimm	06/13/2011 15:54:56 PM
Department Approval	dgrimm	06/13/2011 15:54:59 PM
Contract Manager Approval	dgrimm	06/13/2011 16:02:44 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:12:14 PM
Team Lead Approval	cwatson	06/17/2011 08:45:17 AM
BOE Agenda Approval	cwatson	06/17/2011 08:45:22 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12312**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BLACK EAGLE CONSULTING INC**
 Contractor Name: **BLACK EAGLE CONSULTING INC**
 Address: **1345 CAPITAL BLVD STE A**
 City/State/Zip: **RENO, NV 89502-7140**
 Contact/Phone: null775/359-6600
 Vendor No.: T27002047
 NV Business ID: NV19971293847

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Depends upon the project requiring service

Agency Reference #: 6041

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No.6041

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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

Not Applicable

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/13/2011 15:33:41 PM
Division Approval	dgrimm	06/13/2011 15:33:43 PM
Department Approval	dgrimm	06/13/2011 15:33:46 PM
Contract Manager Approval	dgrimm	06/13/2011 16:03:18 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:07:57 PM
Team Lead Approval	cwatson	06/17/2011 08:36:26 AM
BOE Agenda Approval	cwatson	06/17/2011 08:36:31 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: **12320**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: BLAKELY JOHNSON & GHUSN INC
Agency Code: 190	Contractor Name: BLAKELY JOHNSON & GHUSN INC
Appropriation Unit: All Budget Accounts - Category 00	Address: STE 200
Is budget authority available?: Yes	6995 SIERRA CENTER PKWY
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89511
	Contact/Phone: null775/827-1010
	Vendor No.: T80927591
	NV Business ID: NV19921042277

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6048**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan Checking services are only paid for as services are rendered. SPWB Contract No. 6048

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **monthly progress payments as required**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 16:04:36 PM
Division Approval	dgrimm	06/13/2011 16:04:38 PM
Department Approval	dgrimm	06/13/2011 16:04:41 PM
Contract Manager Approval	dgrimm	06/13/2011 16:04:44 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:59:09 PM
Team Lead Approval	cwatson	06/16/2011 13:35:09 PM
BOE Agenda Approval	cwatson	06/16/2011 13:35:14 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: **12373**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: CHARLES ABBOTT ASSOCIATES INC
Agency Code: 190	Contractor Name: CHARLES ABBOTT ASSOCIATES INC
Appropriation Unit: All Budget Accounts - Category 00	Address: 27401 LOS ALTOS STE 220
Is budget authority available?: Yes	City/State/Zip: MISSION VIEJO, CA 92691
If "No" please explain: Not Applicable	Contact/Phone: null866/530-4980
	Vendor No.: T27011949
	NV Business ID: NV20071306494
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: **6232**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide code plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6232

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/16/2011 13:53:28 PM
Division Approval	dgrimm	06/16/2011 13:53:31 PM
Department Approval	dgrimm	06/16/2011 13:53:34 PM
Contract Manager Approval	dgrimm	06/16/2011 14:53:27 PM
Budget Analyst Approval	jrodrig9	06/20/2011 11:59:38 AM
Team Lead Approval	jteska	06/20/2011 15:40:23 PM
BOE Agenda Approval	jteska	06/20/2011 15:40:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12285**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **CIVILWORKS LLC**
 Contractor Name: **CIVILWORKS LLC**
 Address: **4945 W PATRICK LN**
 City/State/Zip: **LAS VEGAS, NV 89118-2858**
 Contact/Phone: null702/876-3474
 Vendor No.: T29009288
 NV Business ID: NV19981975781

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6024

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6024

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 16:06:38 PM
Division Approval	dgrimm	06/13/2011 16:06:42 PM
Department Approval	dgrimm	06/13/2011 16:06:45 PM
Contract Manager Approval	dgrimm	06/13/2011 16:06:49 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:52:04 PM
Team Lead Approval	cwatson	06/16/2011 13:31:08 PM
BOE Agenda Approval	cwatson	06/16/2011 13:31:13 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12318**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **CONSTRUCTION MATERIALS**
 Contractor Name: **CONSTRUCTION MATERIALS ENGINEERS INC**
 Address: **6980 SIERRA CENTER PKWY STE 90**
 City/State/Zip: **RENO, NV 89511-2236**
 Contact/Phone: null775/851-8205
 Vendor No.: T29021157
 NV Business ID: NV20091073153

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: 6042

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6042.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

[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:

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	06/13/2011 15:38:34 PM
Division Approval	dgrimm	06/13/2011 15:38:39 PM
Department Approval	dgrimm	06/13/2011 15:38:42 PM
Contract Manager Approval	dgrimm	06/13/2011 16:03:01 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:09:59 PM
Team Lead Approval	cwatson	06/17/2011 08:38:09 AM
BOE Agenda Approval	cwatson	06/17/2011 08:38:13 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12291**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: CONSULTING SERVICES ASSOC INC
Agency Code: 190	Contractor Name: CONSULTING SERVICES ASSOC INC
Appropriation Unit: All Budget Accounts - Category 00	Address: DBA CSA INC ENGINEERS
Is budget authority available?: Yes	PO BOX 7475
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89510
	Contact/Phone: null775/323-0244
	Vendor No.: T80930204A
	NV Business ID: NV19841011254
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: **6025**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6025

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

13. Is the contractor currently involved in litigation with the State 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	06/13/2011 15:27:47 PM
Division Approval	dgrimm	06/13/2011 15:27:49 PM
Department Approval	dgrimm	06/13/2011 15:27:52 PM
Contract Manager Approval	dgrimm	06/13/2011 16:03:35 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:06:06 PM
Team Lead Approval	cwatson	06/16/2011 13:39:34 PM
BOE Agenda Approval	cwatson	06/16/2011 13:39:39 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12362**

Agency Name: **PUBLIC WORKS BOARD**
Agency Code: **190**
Appropriation Unit: **All Budget Accounts - Category 00**
Is budget authority available?: **Yes**
If "No" please explain: **Not Applicable**

Legal Entity Name: **DG KOCH ASSOCIATES LLC**
Contractor Name: **DG KOCH ASSOCIATES LLC**
Address: **2000 S JONES STE 110**
City/State/Zip: **LAS VEGAS, NV 89146**
Contact/Phone: **null702/221-5160**
Vendor No.: **T27013094**
NV Business ID: **NV20061487757**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6158**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide mechanical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6158

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 15:32:23 PM
Division Approval	dgrimm	06/14/2011 15:32:26 PM
Department Approval	dgrimm	06/14/2011 15:32:29 PM
Contract Manager Approval	dgrimm	06/14/2011 16:25:38 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:25:55 PM
Team Lead Approval	cwatson	06/17/2011 09:22:33 AM
BOE Agenda Approval	cwatson	06/17/2011 09:22:37 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12370**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: DYNAMIC COMMISSIONING SOLUTNS
Agency Code: 190	Contractor Name: DYNAMIC COMMISSIONING SOLUTNS
Appropriation Unit: All Budget Accounts - Category 00	Address: INC DBA DCSI
Is budget authority available?: Yes	3078 E SUNSET RD STE 5
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89120-2787
	Contact/Phone: null702/942-1616
	Vendor No.: T29003554
	NV Business ID: NV19991261309

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6165**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide third party commissioning services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Commissioning services are only paid for as services are rendered. SPWD Contract No. 6165

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$200,000.00**Other basis for payment: **Monthly progress payments as required.****II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 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?

[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?

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

Not Applicable

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/15/2011 15:43:07 PM
Division Approval	dgrimm	06/15/2011 15:43:10 PM
Department Approval	dgrimm	06/15/2011 15:43:13 PM
Contract Manager Approval	dgrimm	06/16/2011 14:55:14 PM
Budget Analyst Approval	jrodrig9	06/20/2011 12:05:39 PM
Team Lead Approval	jteska	06/20/2011 15:36:56 PM
BOE Agenda Approval	jteska	06/20/2011 15:36:59 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 CONTRACT1. Contract Number: **12277**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **EARTH SCIENCE CONSULTANTS**
 Contractor Name: **EARTH SCIENCE CONSULTANTS ASSOCIATED**
 Address: **1242 GLENDALE AVE**
 City/State/Zip: **SPARKS, NV 89431**
 Contact/Phone: null775/359-0750
 Vendor No.: T10403801
 NV Business ID: NV19701002092

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6043

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Open End Contract**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6043.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/10/2011 15:44:57 PM
Division Approval	dgrimm	06/10/2011 15:44:59 PM
Department Approval	dgrimm	06/10/2011 15:45:02 PM
Contract Manager Approval	dgrimm	06/10/2011 16:17:34 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:15:59 PM
Team Lead Approval	cwatson	06/16/2011 11:04:29 AM
BOE Agenda Approval	cwatson	06/16/2011 11:04:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12278**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **EARTH SCIENCE CONSULTANTS**
 Contractor Name: **EARTH SCIENCE CONSULTANTS**
 Address: **ASSOCIATED**
1242 GLENDALE AVE
 City/State/Zip: **SPARKS, NV 89431**
 Contact/Phone: null775/359-0750
 Vendor No.: T10403801
 NV Business ID: NV19701002092

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6043

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Open End Agreement**

5. Purpose of contract:

This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6030.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/10/2011 15:51:21 PM
Division Approval	dgrimm	06/10/2011 15:51:23 PM
Department Approval	dgrimm	06/10/2011 15:51:26 PM
Contract Manager Approval	dgrimm	06/10/2011 16:17:17 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:13:17 PM
Team Lead Approval	cwatson	06/16/2011 11:02:44 AM
BOE Agenda Approval	cwatson	06/16/2011 11:02:49 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: **12355**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: FERRARI SHIELDS & ASSOCIATES
Agency Code: 190	Contractor Name: FERRARI SHIELDS & ASSOCIATES
Appropriation Unit: All Budget Accounts - Category 00	Address: 185 CADILLAC PL
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89509-4355
If "No" please explain: Not Applicable	Contact/Phone: null775/829-9277
	Vendor No.: T80877710
	NV Business ID: NV19791011914
To what State Fiscal Year(s) will the contract be charged? 2012-2013	

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: **6050**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6050.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 10:09:04 AM
Division Approval	dgrimm	06/14/2011 10:09:07 AM
Department Approval	dgrimm	06/14/2011 10:09:10 AM
Contract Manager Approval	dgrimm	06/14/2011 16:24:09 PM
Budget Analyst Approval	jrodrig9	06/15/2011 15:53:31 PM
Team Lead Approval	cwatson	06/17/2011 09:15:14 AM
BOE Agenda Approval	cwatson	06/17/2011 09:15:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12276**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **GEOTECHNICAL & ENVIRONMENTAL**
 Contractor Name: **GEOTECHNICAL & ENVIRONMENTAL SERVICES INC**
 Address: **7150 PLACID ST**
 City/State/Zip: **LAS VEGAS, NV 89119-4203**
 Contact/Phone: null702/365-1001
 Vendor No.: T81085017
 NV Business ID: NV19921050120

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Depends upon the project requiring this service.

Agency Reference #: 6031

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **OPEN END CONTRACT**

5. Purpose of contract:

This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6031

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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 on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/13/2011 10:53:59 AM
Division Approval	dgrimm	06/13/2011 10:54:01 AM
Department Approval	dgrimm	06/13/2011 10:54:04 AM
Contract Manager Approval	dgrimm	06/13/2011 16:04:15 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:01:13 PM
Team Lead Approval	cwatson	06/16/2011 13:36:44 PM
BOE Agenda Approval	cwatson	06/16/2011 13:36:48 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12281**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: GEOTECHNICAL & ENVIRONMENTAL
Agency Code: 190	Contractor Name: GEOTECHNICAL & ENVIRONMENTAL SERVICES INC
Appropriation Unit: All Budget Accounts - Category 00	Address: 7150 PLACID ST
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-4203
If "No" please explain: Not Applicable	Contact/Phone: null702/365-1001
	Vendor No.: T81085017
	NV Business ID: NV19921050120
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service.

Agency Reference #: **6044**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6044.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 10:49:32 AM
Division Approval	dgrimm	06/13/2011 10:49:34 AM
Department Approval	dgrimm	06/13/2011 10:49:37 AM
Contract Manager Approval	dgrimm	06/13/2011 16:07:20 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:50:25 PM
Team Lead Approval	cwatson	06/16/2011 13:29:21 PM
BOE Agenda Approval	cwatson	06/16/2011 13:29:25 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: **12294**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **GUNDERSON ASSOCIATES LTD**
 Contractor Name: **GUNDERSON ASSOCIATES LTD**
 Address: **DBA GA ENGINEERING & PLANNING
 280 GREG ST STE 8
 RENO, NV 89502-2272**
 City/State/Zip: **RENO, NV 89502-2272**
 Contact/Phone: **null775/324-2663**
 Vendor No.: **T81103457**
 NV Business ID: **NV19991194553**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: **6026**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide professional civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6026

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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	06/10/2011 15:30:53 PM
Division Approval	dgrimm	06/10/2011 15:30:56 PM
Department Approval	dgrimm	06/10/2011 15:30:58 PM
Contract Manager Approval	dgrimm	06/10/2011 16:17:52 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:20:36 PM
Team Lead Approval	cwatson	06/16/2011 11:06:01 AM
BOE Agenda Approval	cwatson	06/16/2011 11:06:05 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12361**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: **Not Applicable**

Legal Entity Name: **HARRIS CONSULTING ENGINEERS**
 Contractor Name: **HARRIS CONSULTING ENGINEERS LLC**
 Address: **6630 SURREY ST STE 100**
 City/State/Zip: **LAS VEGAS, NV 89119**
 Contact/Phone: **null702/269-1575**
 Vendor No.: **T27003439**
 NV Business ID: **NV20011085889**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6154**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide mechanical/electrical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6154

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**Other basis for payment: **Monthly progress payments on services provided.****II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 14:51:18 PM
Division Approval	dgrimm	06/14/2011 14:51:21 PM
Department Approval	dgrimm	06/14/2011 14:51:24 PM
Contract Manager Approval	dgrimm	06/14/2011 16:25:21 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:23:38 PM
Team Lead Approval	cwatson	06/17/2011 09:21:13 AM
BOE Agenda Approval	cwatson	06/17/2011 09:21:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12327**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: HYYTINEN, ROGER DBA HYYTINEN ENGINEERING
Agency Code: 190	Contractor Name: HYYTINEN, ROGER DBA HYYTINEN ENGINEERING
Appropriation Unit: All Budget Accounts - Category 00	Address: 5458 LONGLEY LN STE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775/826-3019
	Vendor No.: T80814890
	NV Business ID: NV20011048245

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6052**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **07/2011**Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6052

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments as required.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 16:05:06 PM
Division Approval	dgrimm	06/13/2011 16:05:08 PM
Department Approval	dgrimm	06/13/2011 16:05:12 PM
Contract Manager Approval	dgrimm	06/13/2011 16:05:15 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:57:07 PM
Team Lead Approval	cwatson	06/16/2011 13:33:49 PM
BOE Agenda Approval	cwatson	06/16/2011 13:33:53 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12356**

Agency Name:	PUBLIC WORKS BOARD	Legal Entity Name:	JOHN A MARTIN & ASSOCIATES OF NEVADA, INC.
Agency Code:	190	Contractor Name:	JOHN A MARTIN & ASSOCIATES OF NEVADA, INC.
Appropriation Unit:	All Budget Accounts - Category 00	Address:	7730 W SAHARA AVE STE 115
Is budget authority available?:	Yes	City/State/Zip	LAS VEGAS, NV 89117-2753
If "No" please explain:	Not Applicable	Contact/Phone:	null702/248-7000
		Vendor No.:	T27012195
		NV Business ID:	NV19831016511

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6053

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6053

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 11:42:58 AM
Division Approval	dgrimm	06/14/2011 11:43:01 AM
Department Approval	dgrimm	06/14/2011 11:43:03 AM
Contract Manager Approval	dgrimm	06/14/2011 16:24:29 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:10:49 PM
Team Lead Approval	cwatson	06/17/2011 09:17:08 AM
BOE Agenda Approval	cwatson	06/17/2011 09:17:12 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12279**

Agency Name: **PUBLIC WORKS BOARD**
Agency Code: **190**
Appropriation Unit: **All Budget Accounts - Category 00**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **LUMOS & ASSOCIATES**
Contractor Name: **LUMOS & ASSOCIATES**
Address: **800 E COLLEGE PKWY**
City/State/Zip: **CARSON CITY, NV 89706**
Contact/Phone: null775/883-7077
Vendor No.: T80912843
NV Business ID: NV19791006982

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6033

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Open End Agreement**

5. Purpose of contract:

This is a new contract to provide geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6033

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/13/2011 10:55:10 AM
Division Approval	dgrimm	06/13/2011 10:55:13 AM
Department Approval	dgrimm	06/13/2011 10:55:17 AM
Contract Manager Approval	dgrimm	06/13/2011 16:03:57 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:03:43 PM
Team Lead Approval	cwatson	06/16/2011 13:38:05 PM
BOE Agenda Approval	cwatson	06/16/2011 13:38:09 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12282**

Agency Name: **PUBLIC WORKS BOARD**
Agency Code: **190**
Appropriation Unit: **All Budget Accounts - Category 00**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **LUMOS & ASSOCIATES**
Contractor Name: **LUMOS & ASSOCIATES**
Address: **800 E COLLEGE PKWY**
City/State/Zip: **CARSON CITY, NV 89706**
Contact/Phone: null775/883-7077
Vendor No.: T80912843
NV Business ID: NV19791006982

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6036

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspections services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6036

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Payment for services will be made at the rate of \$100,000.00 per null

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/13/2011 10:46:48 AM
Division Approval	dgrimm	06/13/2011 10:46:51 AM
Department Approval	dgrimm	06/13/2011 10:46:54 AM
Contract Manager Approval	dgrimm	06/13/2011 16:07:44 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:35:11 PM
Team Lead Approval	cwatson	06/16/2011 11:09:30 AM
BOE Agenda Approval	cwatson	06/16/2011 11:09:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12296**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **NINYO & MOORE**
 Contractor Name: **NINYO & MOORE**
 Address: **6700 PARADISE RD STE E**
 City/State/Zip: **LAS VEGAS, NV 89119**
 Contact/Phone: null702/433-0330
 Vendor No.: T27000873A
 NV Business ID: NV19961094658

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6034

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide professional geotechnical investigation services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Investigative services are only paid for as services are rendered. SPWB Contract No. 6034

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/10/2011 16:02:05 PM
Division Approval	dgrimm	06/10/2011 16:02:07 PM
Department Approval	dgrimm	06/10/2011 16:02:09 PM
Contract Manager Approval	dgrimm	06/10/2011 16:17:00 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:09:31 PM
Team Lead Approval	cwatson	06/16/2011 10:58:40 AM
BOE Agenda Approval	cwatson	06/16/2011 10:58:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12298**

Agency Name: **PUBLIC WORKS BOARD**
Agency Code: **190**
Appropriation Unit: **All Budget Accounts - Category 00**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **NINYO & MOORE**
Contractor Name: **NINYO & MOORE**
Address: **6700 PARADISE RD STE E**
City/State/Zip: **LAS VEGAS, NV 89119**
Contact/Phone: null702/433-0330
Vendor No.: T27000873A
NV Business ID: NV19961094658

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6037

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6037.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

13. Is the contractor currently involved in litigation with the State 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	06/10/2011 16:09:47 PM
Division Approval	dgrimm	06/10/2011 16:09:49 PM
Department Approval	dgrimm	06/10/2011 16:09:52 PM
Contract Manager Approval	dgrimm	06/10/2011 16:11:56 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:24:46 PM
Team Lead Approval	cwatson	06/16/2011 11:08:06 AM
BOE Agenda Approval	cwatson	06/16/2011 11:08:10 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: **12368**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: PETTY & ASSOCIATES INC
Agency Code: 190	Contractor Name: PETTY & ASSOCIATES INC
Appropriation Unit: All Budget Accounts - Category 00	Address: 1375 GREG ST 106
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775/359-5777
	Vendor No.: T80580350
	NV Business ID: NV19841014622
To what State Fiscal Year(s) will the contract be charged? 2012-2013	

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: 6160

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide mechanical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWD Contract No. 6160

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	06/15/2011 14:41:09 PM
Division Approval	dgrimm	06/15/2011 14:41:11 PM
Department Approval	dgrimm	06/15/2011 14:41:14 PM
Contract Manager Approval	dgrimm	06/16/2011 14:56:00 PM
Budget Analyst Approval	jrodrig9	06/20/2011 12:10:27 PM
Team Lead Approval	jteska	06/20/2011 15:34:35 PM
BOE Agenda Approval	jteska	06/20/2011 15:34:40 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12363**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 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? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6162**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide electrical plan checking services for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6162

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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	06/14/2011 15:55:03 PM
Division Approval	dgrimm	06/14/2011 15:55:05 PM
Department Approval	dgrimm	06/14/2011 15:55:08 PM
Contract Manager Approval	dgrimm	06/14/2011 16:25:57 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:27:39 PM
Team Lead Approval	cwatson	06/17/2011 09:26:30 AM
BOE Agenda Approval	cwatson	06/17/2011 09:26:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12357**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: RL BALOGH CONSULTING ENGINEERS
Agency Code: 190	Contractor Name: RL BALOGH CONSULTING ENGINEERS
Appropriation Unit: All Budget Accounts - Category 00	Address: INC
Is budget authority available?: Yes	11021 SALFORD DR
If "No" please explain: Not Applicable	LAS VEGAS, NV 89144-4500
To what State Fiscal Year(s) will the contract be charged? 2012-2013	Contact/Phone: null(702) 248-67
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.	Vendor No.: T29021487
General Funds 0.00 % Fees 0.00 %	NV Business ID: NV19931042696
Federal Funds 0.00 % Bonds 0.00 %	
Highway Funds 0.00 % X Other funding 100.00 % depends upon the project requiring service	
Agency Reference #: 6055	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6055

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

SPWB, currently an/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	06/14/2011 13:35:38 PM
Division Approval	dgrimm	06/14/2011 13:35:41 PM
Department Approval	dgrimm	06/14/2011 13:35:44 PM
Contract Manager Approval	dgrimm	06/14/2011 16:23:41 PM
Budget Analyst Approval	jrodrig9	06/15/2011 15:50:54 PM
Team Lead Approval	cwatson	06/17/2011 09:13:31 AM
BOE Agenda Approval	cwatson	06/17/2011 09:13:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12306**

Agency Name:	PUBLIC WORKS BOARD	Legal Entity Name:	STANTEC CONSULTING SERVICESINC
Agency Code:	190	Contractor Name:	STANTEC CONSULTING SERVICESINC
Appropriation Unit:	All Budget Accounts - Category 00	Address:	STE 100 6980 SIERRA CENTER PKWY RENO, NV 89511-2237
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89511-2237
If "No" please explain:	Not Applicable		
To what State Fiscal Year(s) will the contract be charged?	2012-2013		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service
Agency Reference #:	6027		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Project No. 6027

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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	dgrimm	06/13/2011 16:05:45 PM
Division Approval	dgrimm	06/13/2011 16:05:48 PM
Department Approval	dgrimm	06/13/2011 16:05:51 PM
Contract Manager Approval	dgrimm	06/13/2011 16:05:55 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:54:10 PM
Team Lead Approval	cwatson	06/16/2011 13:32:30 PM
BOE Agenda Approval	cwatson	06/16/2011 13:32:34 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: **12307**

Agency Name: **PUBLIC WORKS BOARD**
Agency Code: **190**
Appropriation Unit: **All Budget Accounts - Category 00**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **TANEY ENGINEERING INC**
Contractor Name: **TANEY ENGINEERING INC**
Address: **6030 S JONES BLVD STE 100**
City/State/Zip: **LAS VEGAS, NV 89118-2659**
Contact/Phone: null702/362-8844
Vendor No.: T27007075
NV Business ID: NV20001434663

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE

Agency Reference #: 6028

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide civil plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6028.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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?

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	06/13/2011 15:59:34 PM
Division Approval	dgrimm	06/13/2011 15:59:37 PM
Department Approval	dgrimm	06/13/2011 15:59:39 PM
Contract Manager Approval	dgrimm	06/13/2011 16:02:32 PM
Budget Analyst Approval	jrodrig9	06/15/2011 13:14:12 PM
Team Lead Approval	cwatson	06/17/2011 08:46:44 AM
BOE Agenda Approval	cwatson	06/17/2011 08:46:49 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: **12359**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: TECTONICS DESIGN GROUP INC
Agency Code: 190	Contractor Name: TECTONICS DESIGN GROUP INC
Appropriation Unit: All Budget Accounts - Category 00	Address: 10451 DOUBLE R BLVD
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-8905
If "No" please explain: Not Applicable	Contact/Phone: null775-824-9988
	Vendor No.: T29020845
	NV Business ID: NV20051722323
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6057**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6057

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 13:57:34 PM
Division Approval	dgrimm	06/14/2011 13:57:37 PM
Department Approval	dgrimm	06/14/2011 13:57:39 PM
Contract Manager Approval	dgrimm	06/14/2011 16:24:47 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:14:45 PM
Team Lead Approval	cwatson	06/17/2011 09:18:31 AM
BOE Agenda Approval	cwatson	06/17/2011 09:18:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12364**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: TJ KROB CONSULTING ENGINEERS
Agency Code: 190	Contractor Name: TJ KROB CONSULTING ENGINEERS INC DBA TJK CONSULTING ENGRNS
Appropriation Unit: All Budget Accounts - Category 00	Address: 5459 S DURANGO DR STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89113
If "No" please explain: Not Applicable	Contact/Phone: null702/871-3621
	Vendor No.: T80972581
	NV Business ID: NV19861003493

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6163**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide electrical plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6163

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

SPWB, currently and/or int he 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	06/14/2011 16:11:30 PM
Division Approval	dgrimm	06/14/2011 16:11:33 PM
Department Approval	dgrimm	06/14/2011 16:11:36 PM
Contract Manager Approval	dgrimm	06/14/2011 16:26:12 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:29:49 PM
Team Lead Approval	cwatson	06/17/2011 09:27:55 AM
BOE Agenda Approval	cwatson	06/17/2011 09:27:59 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12311**

Agency Name: **PUBLIC WORKS BOARD**
 Agency Code: **190**
 Appropriation Unit: **All Budget Accounts - Category 00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **WESTERN TECHNOLOGIES INC**
 Contractor Name: **WESTERN TECHNOLOGIES INC**
 Address: **6633 W POST RD STE 100**
 City/State/Zip: **LAS VEGAS, NV 89118**
 Contact/Phone: null702/798-8050
 Vendor No.: T80821910
 NV Business ID: NV19821000805

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends on the project requiring this service

Agency Reference #: 6038

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide materials testing and inspection services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Testing services are only paid for as services are rendered. SPWB Contract No. 6038

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided.

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/10/2011 16:14:45 PM
Division Approval	dgrimm	06/10/2011 16:14:48 PM
Department Approval	dgrimm	06/10/2011 16:14:50 PM
Contract Manager Approval	dgrimm	06/10/2011 16:14:56 PM
Budget Analyst Approval	jrodrig9	06/15/2011 12:02:47 PM
Team Lead Approval	cwatson	06/16/2011 11:01:08 AM
BOE Agenda Approval	cwatson	06/16/2011 11:01:12 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12360**

Agency Name: PUBLIC WORKS BOARD	Legal Entity Name: WRIGHT STRUCTURAL ENGINEERS
Agency Code: 190	Contractor Name: WRIGHT STRUCTURAL ENGINEERS OF NV INC DBA WRIGHT ENGINEERS
Appropriation Unit: All Budget Accounts - Category 00	Address: 7425 PEAK DR
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: null702/933-7000
	Vendor No.: T81070272
	NV Business ID: NV20101412485

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring service

Agency Reference #: **6058**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **OPEN END AGREEMENT**

5. Purpose of contract:

This is a new contract to provide structural plan checking services as required for qualifying Capital Improvement Program (CIP) projects. This contractor may be one of several pooled contractors that would be available to provide these services on an as needed basis. Plan checking services are only paid for as services are rendered. SPWB Contract No. 6058

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: **Monthly progress payments on services provided.**

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 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:

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	06/14/2011 14:31:41 PM
Division Approval	dgrimm	06/14/2011 14:31:43 PM
Department Approval	dgrimm	06/14/2011 14:31:46 PM
Contract Manager Approval	dgrimm	06/14/2011 16:25:05 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:20:06 PM
Team Lead Approval	cwatson	06/17/2011 09:19:51 AM
BOE Agenda Approval	cwatson	06/17/2011 09:19:55 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12245**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: Western Health Care Corporation
Agency Code: 240	Contractor Name: Western Health Care Corporation
Appropriation Unit: 2561-04	Address: 1475 North Cole Rd.
Is budget authority available?: Yes	City/State/Zip: Boise, ID 83704
If "No" please explain: Not Applicable	Contact/Phone: Rick Holloway 208/375-9964
	Vendor No.: T27004792
	NV Business ID: NV20111311911

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 50% Medicaid; 50% VA revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **Mock CMS/VA Surveys**

5. Purpose of contract:

This is a new contract to provide mock Center for Medicare Services (CMS) and Veterans Affairs (VA) surveys and Medicare/Medicaid consulting support to the Nevada State Veterans Home (NSVH). Western Health Care performs mock surveys ahead of the annual surveys by the CMS and VA so that NSVH can identify potential issues and resolve them ahead of the actual surveys.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,000.00**

Payment for services will be made at the rate of \$65.00 per per hour

Other basis for payment: Plus travel expenses. Payment as work in completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.204, NAC 449.74415

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

Qualification requirements and need for impartial third party opinion.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Best price; experience working with NSVH.

d. Last bid date: 03/31/2011 Anticipated re-bid date: 03/31/2013

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:

Contractor has worked with NSVH in the past. 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	jpalmes	06/02/2011 09:52:37 AM
Division Approval	jpalmes	06/02/2011 09:52:40 AM
Department Approval	jpalmes	06/02/2011 09:52:44 AM
Contract Manager Approval	mnobles	06/02/2011 09:54:10 AM
Budget Analyst Approval	jrodrig9	06/02/2011 10:46:11 AM
Team Lead Approval	cwatson	06/17/2011 08:49:08 AM
BOE Agenda Approval	cwatson	06/17/2011 08:49:13 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12289**

Agency Name: OFFICE OF VETERAN'S SERVICES	Legal Entity Name: 3TBeep Corporation
Agency Code: 240	Contractor Name: 3TBeep Corporation
Appropriation Unit: 2564-10	Address: 1235 Conway Lane
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89503
If "No" please explain: Not Applicable	Contact/Phone: Charles Pullen 775-287-0414
	Vendor No.:
	NV Business ID: NV20101555071
To what State Fiscal Year(s) will the contract be charged?	2012-2015

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

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

Agency Reference #: RFP 2005

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/12/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Public Relations**

5. Purpose of contract:

This is a new contract to perform public relations services for the Nevada Office of Veterans Services(NOVS). This contract will support the work of NOVS using various media channels to promote the services of NOVS and inform veterans of the benefits available to them.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Monthly payment plus media costs as negotiated.

II. JUSTIFICATION

7. What conditions require that this work be done?

NOVS requires public relations services to support its mission and special projects.

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

There are no State employees to provide this service.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

The contractor has experience in performing public relations services, and was the highest scoring vendor selected by the evaluation committee.

d. Last bid date: 03/03/2011 Anticipated re-bid date: 01/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	jpalm5	06/06/2011 11:33:20 AM
Division Approval	jpalm5	06/06/2011 11:33:46 AM
Department Approval	jpalm5	06/06/2011 11:34:05 AM
Contract Manager Approval	mnobles	06/07/2011 14:42:50 PM
Budget Analyst Approval	jrodrig9	06/20/2011 11:29:34 AM
Team Lead Approval	jteska	06/20/2011 15:44:15 PM
BOE Agenda Approval	jteska	06/20/2011 15:44:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11659** Amendment Number: **2**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **WESTED**

Agency Code: **300** Contractor Name: **WESTED**

Appropriation Unit: **2713-45** Address: **730 HARRISON ST**

Is budget authority available?: **Yes** City/State/Zip: **SAN FRANCISCO, CA 94107**

If "No" please explain: Not Applicable Contact/Phone: null415/615-3105

Vendor No.: T81012500

NV Business ID: A government entity

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2008**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2011**

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **Grant Project**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the development of simulation based assessments, field testing, running pilot tests, data collection, and analysis. WestEd will complete the following revisions: Update the Learning Management System (LMS); update the LMS by adding functionality to the admin user type; update the simulation-based assessments on feedback from the six state Design Panels; and update the offline reflection activities based on feedback. This contract will also inform revisions to the assessments, refine analysis of performance by English learners and students with disabilities, and update the performance levels included in benchmark reports. This amendment increases the maximum amount from \$1,447,366 to \$1,573,892.80 due to enhancing the feasibility and utility of the simulation-based assessments.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,477,366.00
2. Total amount of any previous contract amendments:	-\$30,000.00
3. Amount of current contract amendment:	\$126,526.80
4. New maximum contract amount:	\$1,573,892.80

II. JUSTIFICATION

7. What conditions require that this work be done?

Perform work in support of Nevada Department of Education as specified in the Enhanced Assessment Grant (Grant #S368A080005) funded by United States Department of Education in October of 2008.

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

Nevada Department of Education does not have the staff or the expertise to develop the computer simulations and conduct the research project as described in the funded proposal.

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?

WestEd had previously received federal funding to develop the computer simulation based assessments that were identified to be used in the 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:

WestEd is currently under a separate contract with Nevada Department Education for development and production of instructional materials for the state's testing program in reading, math, and science. Performance has been satisfactory.

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

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

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

Exemption with the Nevada Secretary of State's Office is in process.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	06/07/2011 09:35:23 AM
Division Approval	amccalla	06/07/2011 09:35:26 AM
Department Approval	amccalla	06/07/2011 09:35:28 AM
Contract Manager Approval	ebarraga	06/07/2011 09:36:32 AM
Budget Analyst Approval	jstrandb	06/13/2011 08:33:51 AM

Team Lead Approval
BOE Agenda Approval

jmurph1
jmurph1

06/13/2011 10:05:06 AM
06/13/2011 10:05:10 AM



BRIAN SANDOVAL
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:
090813 B

Amendment 2

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 Education
700 E. Fifth Street
Carson City, Nevada
Contact: Richard Vineyard
EAG Grant, Project Director

- b. Vendor contact information:

Michael Neuenfeldt, Director of Contracts
WestEd
730 Harrison Street
San Francisco, CA 94107-1242

- 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:
WestEd will work with Nevada Department of Education (NDE) and the other states and organizations to accomplish the project funded by the United States Department of Education as described in Grant Application Number S368A80005. WestEd will complete the development of the simulation based science assessments, the professional development plan, implementation, scoring, data analysis, and reporting. WestEd will oversee the evaluation of the project by CREEST/UCLA and work with the Nevada Department of Education to lead the design panel. WestEd will also create all the accommodations for English Language Learners (ELL) and Students With Disabilities (SWD) students. It will oversee the administration of the assessment to approximately 100, 000 students, score the responses, conduct the psychometric analyses, and provide technical and consulting support, and provide data and reports to the Nevada Department of Education, U.S. Department of Education, and the Design Panel States. To enhance the feasibility and utility of the simulation-based assessments, WestEd will complete the following revisions: Update the Learning Management System (LMS); Update the LMS by adding functionality to the admin user type; Update the simulation-based assessments on feedback from the 6 state Design Panel; Update the offline reflection activities based on feedback. To inform revisions to the assessments, to refine analyses of performance by English learners and students with disabilities, and to update the performance levels included in benchmark reports.
3. Describe the unique qualification required for the service or good to be purchased:
The proposal Integration of Simulation-Based Science Assessments into Balanced State Science Assessment Systems, that was funded by the United States Department of Education in September 2008 is based on simulation based science assessments that were developed by WestEd with funding provided

by two grants from the National Science Foundation (NSF): Calipers I, was a two-year demonstration project funded by the National Science Foundation that developed assessment for two fundamental science topics, (1) Physical Science-Forces and Motion and (2) Life Science-Ecosystems. The project aligned the assessments with National Science Education Standards and AAAS Middle School Science Standards. Calipers II was funded by the National Science Foundation to extend the Calipers I designs of the hour end-of-unit benchmark assessments in order to develop new sets of curriculum embedded formative assessments to be administered during the course of instructional units at the middle school level.

WestEd was a significant contributor to the development of the grant proposal that was funded. They have developed and validated the materials used for the pilot testing in the three pilot testing states and have helped lead the development of materials for the design panel and the professional development. WestEd was selected to be part of the proposal because of their experience and expertise in working with science assessment, simulation-based assessment, and professional development. With their combination of experience and their history of working with states all across the country, they are uniquely qualified for this project. There is no other organization that could do the work required to complete the project as outlined in the proposal.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
The computer simulations that are being used as the focus of the project funded by the United States Department of Education were developed by WestEd with funding from the National Science Foundation. The simulations are the intellectual property of WestEd and would not be available from any other vendor. Work on the project was started in November 2008 with funding based on a subgrant of funds from the Enhanced Assessment Grant (EAG) received from the Nevada Department of Education to WestEd. It was only recently, that the United States Department of Education notified the Nevada Department of Education that a new more restrictive interpretation of the EDGAR rules prohibits the use of subgrants, and that the Nevada Department of Education would need to establish a contract with WestEd for the project work.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
If the request is denied and the Nevada Department of Education has to go out for bids it will result in a delay of at least 6 months and potentially a full year in the implementation of the project. The activities planned for the study are tied to work that has to occur during a school year, and a delay will require that the study be postponed until spring 2010 or the beginning of the 2010-2011 school year.
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.
WestEd is the only organization with the product, experience and expertise to work within the project goals and objectives.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
The costs were developed as part of the original budget submitted to the United States Department of Education for funding. The final budget amount was negotiated with WestEd and includes a 8.25 reduction from the original amount requested.
Analysis of project data and feedback from participants and the project evaluator CRESST, identified several priority areas for revision and improvement of the existing technological infrastructure and materials developed under the contract, and the need for additional analyses of the project data. The revisions will enhance the utility of the project materials and move the simulation-based assessments closer towards integration with the state assessment system. The additional analyses will also refine our understanding of the utility of the simulation based assessments to impact the performance of english language learners and students with disabilities. WestEd agreed to provide these additional services for

an amount made available through cost savings in other portions of the original contract. No other entity or organization would have been able to provide the identified services for the limited amount of funds available.

8. What is the estimated value and length of the contract, amendment or request.
 The original contract is for \$1,447,366.00. An additional \$126,526.80 for a new total of \$1,573,892.80 with the Amendment 1 contract dates remaining from November 1, 2008 through September 30, 2011.

a. New contract Y N

b. Amendment Y N Amendment No. 2
 {provide copy of previous waiver(s)}

06/03/11
 - Amend # 1 did not come through State Purchasing - Per agency, Amend 1 was a time extension only - (12)

Nevada Department of Education
 Requesting agency

hereby requests approval for

WestEd
 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>Carol J. ...</i>	6-1-11
	Agency Representative Initiating Request	Date
X	<i>Kurt ...</i>	6/2/11
	Agency Head/Division Chief/Authorized Designee	Date

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

Signed:

X	<i>n/a</i>	
	Reviewing Agency/Entity Signature	Date

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

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

Signed:

X 	
	6/6/11
Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12325**Agency Name: **STATE LIBRARY AND ARCHIVES**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES**Contractor Name: **EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES**Address: **PO BOX 92901**City/State/Zip: **LOS ANGELES, CA 90009**Contact/Phone: **CONALL HALEY 800-653-2726**Vendor No.: **T41098000F**NV Business ID: **NV20011454889**To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **346 days**4. Type of contract: **Contract**Contract description: **Licensed Databases**

5. Purpose of contract:

This is a new contract to provide access to online general periodical databases. These databases provide access to organized collections of articles through magazines, newspapers, and journals and are used remotely statewide through schools, academic, special and public libraries.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: Payment for access to databases at a cost of \$400,000 for a one year period . Payment of \$400,000 to be made upon approval of contract, submission of invoice and approval of project manager. Total contract not to exceed \$400,000. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

II. JUSTIFICATION

7. What conditions require that this work be done?

This was originally requested and approved by the State Commission of Technology in Education. It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The State does not have licensed databases.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?

We received nine proposals and this vendor received top scores by an evaluation committee.

d. Last bid date: 04/13/2011 Anticipated re-bid date: 01/02/2012

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 has contracted with the Nevada State Library and Archives since 2002; the service provided has been satisfactory.

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

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

Not Applicable

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

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhoney	06/07/2011 15:56:51 PM
Division Approval	dhoney	06/15/2011 14:47:17 PM
Department Approval	mcost1	06/15/2011 15:06:34 PM
Contract Manager Approval	dhoney	06/15/2011 17:05:18 PM
DoIT Approval	ismolya1	06/21/2011 14:17:08 PM
Budget Analyst Approval	knielsen	06/21/2011 14:50:53 PM
Team Lead Approval	jmurph1	06/22/2011 08:18:38 AM
BOE Agenda Approval	jmurph1	06/22/2011 08:18:41 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12326**Agency Name: **STATE LIBRARY AND ARCHIVES**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **Maack, Stephen**Contractor Name: **Maack, Stephen**Address: **REAP Change Consultants
2872 NICADA DRIVE**City/State/Zip: **LOS ANGELES, CA 90077-2024**Contact/Phone: **STEPHEN MAACK 310-384-9717**Vendor No.: **T27027828**NV Business ID: **NV20111372170**To what State Fiscal Year(s) will the contract be charged? **2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **03/31/2012**Contract term: **274 days**4. Type of contract: **Contract**Contract description: **LSTA evaluation**

5. Purpose of contract:

This is a new contract to provide an evaluation of statewide programs and services developed and delivered as part of the Nevada Library Services Technology Act (LSTA) plan within the state. The Nevada State Library and Archives is required to have an outside evaluation of the LSTA program every five years in order to be eligible to obtain federal LSTA funding.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,940.00**

Other basis for payment: Services at a cost of \$23,980 due upon approval of contract, with remainder paid in 3 installments upon submission of invoice and confirmation of satisfactory performance by the project director: 1 payment of \$23,980 on submission of preliminary report due to project manager 11/30/ 2011, 1 payment of \$11,990 upon submission of draft final report due to project manager by December 31, 2011 and; final payment of \$11,990 after completion of final report (on or about 3/31/2012). Total not to exceed \$71,940. The State agrees to reimburse Contractor for travel expenses specified in the incorporated attachments at the State of Nevada approved GSA rates. Total not to exceed \$3,000. Total contract not to exceed \$74,940.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a requirement to be eligible for federal Library Services and Technology Act (LSTA) grant funding.

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

Grant terms require outside consultants to complete the 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:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This was the only vendor to respond, however an evaluation committee determined this vendor could meet the needs of the project.

d. Last bid date: 04/13/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dhoney	06/07/2011 15:57:23 PM
Division Approval	dhoney	06/15/2011 14:35:31 PM
Department Approval	mcost1	06/15/2011 15:05:21 PM
Contract Manager Approval	dhoney	06/15/2011 17:05:37 PM
Budget Analyst Approval	knielsen	06/16/2011 11:10:44 AM
Team Lead Approval	cwatson	06/20/2011 08:09:31 AM
BOE Agenda Approval	cwatson	06/20/2011 08:09:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12323**Agency Name: **STATE LIBRARY AND ARCHIVES**Agency Code: **332**Appropriation Unit: **2891-12**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **THE GALE GROUP, INC.**Contractor Name: **THE GALE GROUP, INC.**Address: **27500 DRAKE ROAD**City/State/Zip: **FARMINGTON HILLS, MI 48331-3535**Contact/Phone: **Karen Bailey 248-699-4253**Vendor No.: **T81080085**NV Business ID: **NV19971252576**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 346 days**4. Type of contract: **Contract**Contract description: **Database Licensing**

5. Purpose of contract:

This is a new contract to provide access to K-12 curriculum-based databases. These databases provide access to current research and/or resources that address curriculum core content and framework used remotely statewide through schools and public libraries.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$304,912.52**

Other basis for payment: Payment for services at a cost of \$152,456.26 per year for a two year period . First year payment of \$152,456.26 to be made upon approval of contract. Second and final payment of \$152,456.26 to be made upon submission of invoice and approval of project manager. Total contract not to exceed \$304,912.52. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

II. JUSTIFICATION

7. What conditions require that this work be done?

This was originally requested and approved by the State Commission of Technology in Education. It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The State does not have licensed databases.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?

Eleven vendors responded and this vendor received top scores by an evaluation committee and can provide access to databases.

d. Last bid date: 04/13/2011 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

State Library and Archives, July, 2008 thru June, 2011

13. Is the contractor currently involved in litigation with the State 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	dhoney	06/13/2011 16:09:46 PM
Division Approval	dhoney	06/15/2011 14:48:24 PM
Department Approval	mcost1	06/15/2011 15:09:39 PM
Contract Manager Approval	dhoney	06/15/2011 17:04:42 PM
DoIT Approval	ismolya1	06/21/2011 14:16:36 PM
Budget Analyst Approval	knielsen	06/21/2011 14:50:26 PM
Team Lead Approval	jmurph1	06/22/2011 08:15:47 AM
BOE Agenda Approval	jmurph1	06/22/2011 08:15:51 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12340**

Agency Name:	HEALTH AND HUMAN SERVICES DIRECTOR'S OFFICE	Legal Entity Name:	PROBLEM GAMBLING SOLUTIONS INC
Agency Code:	400	Contractor Name:	PROBLEM GAMBLING SOLUTIONS INC
Appropriation Unit:	3200-19	Address:	1602 SW WESTWOOD DR
Is budget authority available?:	Yes	City/State/Zip:	PORTLAND, OR 97239-2759
If "No" please explain:	Not Applicable	Contact/Phone:	Jeff Marotta 503/706-1197
		Vendor No.:	T27018160
		NV Business ID:	NV20101605733

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

The agency is requesting retro date of July 1, 2011 with BOE approval at the July 12th meeting. There is currently a contract with this vendor to provide guidance and technical assistance to the State of Nevada and its problem gambling grantees. Funding for FY12 was uncertain with Gov Rec eliminating all funding for problem gambling. Leg-Approved budget restored 50% of the funding. We were unable to get the contract amendment in place by the May 11th deadline for the June 14th BOE meeting..

3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide technical assistance to the Prevention of Problem Gambling grantees, staff and Task Force, as well as work closely with grantees and the agency to implement a strategic plan and a new fee-for-service payment method. These services are a continuation of an existing contract that will expire on June 30, 2011.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,487.00**

Other basis for payment: \$150 per hour for consultation or \$75 per hour for time spent in travel status per Attachments AA and BB with payment due 30 days upon approved invoices as services are billed, not to exceed a total of \$33,487.

II. JUSTIFICATION

7. What conditions require that this work be done?

The contractor led an effort in FY11 to develop a Strategic Treatment Plan and establish a fee-for-service payment system for grants supported by the Revolving Account for Problem Gambling. Both projects will increase the overall cost-effectiveness of efforts to address problem gambling behaviors. The contractor will work closely with DHHS and grantees in FY12 to implement the strategic plan and the new payment method.

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

There are no state employees with the expertise necessary for 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?

This vendor was the only expert consultant to apply.

d. Last bid date: 09/01/2009 Anticipated re-bid date: 12/01/2011

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 vendor was under contract with DHHS from 10/1/2009 through 6/30/2011 for expert consultation and technical assistance in the field of problem gambling. His performance was outstanding.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bvale1	06/09/2011 13:49:15 PM
Division Approval	bvale1	06/09/2011 13:49:20 PM
Department Approval	bvale1	06/13/2011 11:54:33 AM
Contract Manager Approval	asilv1	06/14/2011 12:55:27 PM
Budget Analyst Approval	rhage1	06/16/2011 08:51:20 AM
Team Lead Approval	jteska	06/16/2011 13:55:58 PM
BOE Agenda Approval	jteska	06/16/2011 13:56:02 PM
BOE Final Approval	Pending	



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIRECTOR'S OFFICE
4126 Technology Way, Suite 100
Carson City, Nevada 89706
Telephone (775) 684-4000 • Fax (775) 684-4010
<http://dhhs.nv.gov>

MEMORANDUM

June 15, 2011

To: Robin Hager, Budget Analyst IV, Department of Administration, Budget & Planning

Through: Bonnie Callahan, ASO III, DHHS *Buc*

From: Laurie Olson, Chief, DHHS Grants Management Unit *LO*

Re: Request for a Retroactive Contract Start Date

The DHHS Grants Management Unit is requesting that the contract amendment for services to be rendered by Dr. Jeff Marotta of Problem Gambling Solutions take effect July 1, 2011, even though the Board of Examiners will not be reviewing the new contract until its August meeting.

During FY10 and FY11, Dr. Marotta was under contract with the Department to provide guidance and technical assistance to the State of Nevada and its problem gambling grantees. Prior to that, he provided these services under the auspices of a grant.

Funding for FY12 has been uncertain. Governor Gibbons' Recommended Budget eliminated all funding for problem gambling. Governor Sandoval's Recommended Budget restored 50% of the funding. Recent decisions by the Legislature indicate that funding for FY12 will ultimately be approved at the 50% level.

Due to time constraints, the Department has decided to extend existing grants and contracts for one year. Unfortunately, the Grants Management Unit was unable to get all of the contract amendment documents in place by the May 11th deadline for the June 14th Board of Examiners meeting to ensure the contract did not lapse. This is the reason for a new contract with a retroactive start date.

Please let me know if you have any questions. Thank you for your assistance.



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:
110602

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:** Laurie Olson, Chief, Department of Health and Human Services (DHHS) Grants Management Unit (GMU), (775) 684-4020, lolson@dhhs.nv.gov
- b. Vendor contact information:** Dr. Jeff Marotta, Problem Gambling Solutions Inc., (503) 706-1197, problemgamblingsolutions@comcast.net
- 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:**
 - Technical assistance to treatment grantees funded under the Nevada Revolving Account on Problem Gambling and to DHHS Grants Management Unit staff
 - Implementation of a fee-for-service structure for treatment programs
 - Implementation of a Treatment Strategic Plan
3. **Describe the unique qualification required for the service or good to be purchased:**
Dr. Marotta is a nationally recognized expert in the emerging field of problem gambling. He was the problem gambling manager for the State of Oregon before opening his own consulting business. He is a regularly featured presenter at the annual conference sponsored by the National Council on Problem Gambling, and he works closely with many states on their efforts to impact problem gambling. He has worked with the State of Nevada on either a grant-funded or contractual basis since 2007 and has established an effective working relationship with problem gambling grantees.
4. **Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:**
Problem Gambling Solutions was awarded a grant for consulting services during the FY10-11 Problem Gambling Request for Applications (RFA). This was a competitive process and no other technical consultants applied for funds. After a grant award was approved by Nevada's Advisory Committee on Problem Gambling (ACPG) and the DHHS Director, the DHHS Fiscal Unit determined that the relationship should be a contract rather than a grant due to the nature of the work. Contracts for FY10-11 were executed. Another RFA was scheduled to be conducted for FY12-13. However, because it was not certain that funds for Problem Gambling activities would be included in the biennial budget, DHHS made a decision to postpone the RFA. For FY12, all grants and contracts are being renewed for one year.

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:**

As mentioned previously, Dr. Marotta has been working with Nevada problem gambling grantees since 2007. In addition to providing technical assistance, he has worked with grantees and other stakeholders to develop a Prevention Strategic Plan, a Treatment Strategic Plan and a fee-for-service reimbursement plan. The Treatment Strategic Plan and fee-for-service reimbursement plan are vital steps toward improving the quality of service available to Nevadans with gambling problems and also ensure the most cost-effective use of limited treatment dollars. Dr. Marotta's assistance will be essential for implementation of these two plans beginning July 1, 2011. No one in the DHHS GMU has comparable knowledge and experience to facilitate successful implementation without his guidance.

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.**

As mentioned previously, Problem Gambling Solutions was the only consulting agency that submitted an application during the open competitive grants process for FY10-11. Attached is a list of all applicants in that process, generated from the DHHS Grants Management Unit GIFTS system.

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

Problem Gambling Solutions was the sole applicant offering to provide consulting services during the last open competitive grants process. The cost of these services was deemed reasonable by Nevada's Advisory Committee on Problem Gambling, the DHHS Director, and DHHS Grants Management Unit staff.

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

a. New contract Y N \$33,487 -- 7/1/11 through 6/30/12

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

The Nevada Department of Health and Human Services, Grants Management Unit

hereby requests approval for

Dr. Jeff Marotta, Problem Gambling Solutions

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Laurie J. Olson</i>	6/7/11
Agency Representative Initiating Request	Date
X <i>M. Towne Deputy Director - Fiscal</i>	6/7/11
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.

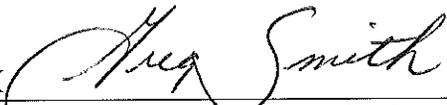
Signed:

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 	6-8-11
Administrator, Purchasing Division	Date

Problem Gambling Applicants FY10

Request Date is any date between 6/1/2009 and 7/31/2010 AND Coding Sheet: Program Area is 'Problem Gambling'
6/7/2011

Organization Legal Name	Project Title
Board of Regents, Nevada System of Higher Education	PG data intake and follow-up evaluation projects (UNLV)
Bristlecone Family Resources	Gambling Addiction Treatment and Education (GATE)
New Frontier Treatment Center	DHHS Problem Gambling Grant
Pathways Counseling Center	Gambling Treatment Program
Reno Problem Gambling Center	Reno Problem Gambling Center
Salvation Army	The Salvation Army Adult Rehabilitation Program
The Problem Gambling Center	Las Vegas Intensive Out Patient Program (IOP)
Board of Regents, Nevada System of Higher Education	UNLV - PG data intake and follow-up evaluation projects
Board of Regents, Nevada System of Higher Education	UNLV - Workforce Development and Training
Board of Regents, Nevada System of Higher Education	UNR - Treatment Utilization and Workforce Development Research Project - CASAT
Board of Regents, Nevada System of Higher Education	UNR - Senior Prevention and Policy Project - CASAT
Board of Regents, Nevada System of Higher Education	UNLV - Problem Gambling and E-health
Bristlecone Family Resources	Gambling Addiction Treatment and Education (GATE)
Nevada Council on Problem Gambling	Annual State Conference and Continuing Professional Education
Nevada Council on Problem Gambling	Statewide Coordination of Prevention Strategic Plan
Nevada Council on Problem Gambling	Statewide Multi-Media Campaign
New Frontier Treatment Center	DHHS Problem Gambling Grant

Problem Gambling Applicants FY10

Request Date is any date between 6/1/2009 and 7/31/2010 AND Coding Sheet: Program Area is 'Problem Gambling'

Organization Legal Name	Project Title
Pathways Counseling Center	Problem Gambling Treatment Program
Red Hawk Counseling	The Gambling Patient Placement Criteria
Reno Problem Gambling Center	Reno Problem Gambling Center
Salvation Army	The Salvation Army Adult Rehabilitation Program
The Problem Gambling Center	Las Vegas Intensive Out Patient Program (IOP)
United States Veterans Initiative	U.S. VETS Problem Gambling Program
WestCare	Positive Action PG Enhanced Curricula
Board of Regents Nevada System of Higher Education University of Nevada, Las Vegas, International Gaming Institute	Problem Gambling Treatment Data Collection Project
Board of Regents Nevada System of Higher Education University of Nevada, Reno, Office of Sponsored Projects	Develop, implement, and evaluate statewide telephone brief interventions for problem gamblers.
AHEC of Southern Nevada	AHEC Youth Resiliency Project (Positive Action)
AHEC of Southern Nevada	Coordination of Nevada Prevention Strategic Plan
Board of Regents, Nevada System of Higher Education	DPG Screening and Referral Training for Students and Professionals
Board of Regents, Nevada System of Higher Education	Nevada Problem Gambling Distance Treatment Project
Board of Regents, Nevada System of Higher Education	Distance Treatment Outreach and Prevention Services
BOR, NSHE UNCE Mineral County Extension Service	The Nevada Problem Gambling Project
Partners in Problem Gambling Prevention	Tourist to Resident: Having a high quality of life in Nevada (booklet)
Premier Hospital	Premier Hospital - Problem Gambling Treatment Program

Problem Gambling Applicants FY10

Request Date is any date between 6/1/2009 and 7/31/2010 AND Coding Sheet: Program Area is 'Problem Gambling'

Organization Legal Name	Project Title
Problem Gambling Solutions	Gambling Treatment Program and System Consultation
Problem Gambling Solutions	Problem Gambling Prevention Technical Assistance
The Problem Gambling Center	The Problem Gambling Center Older Adult Community Care Program (OACC)
Washoe County Health District	Prevention and Treatment of Problem Gambling
Grand Totals (38 items)	

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: **12238**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Lincoln County Hospital District
Agency Code: 403	Contractor Name: Lincoln County Hospital District
Appropriation Unit: 3157-00	Address: PO Box 1010
Is budget authority available?: Yes	City/State/Zip: Caliente, NV 89008
If "No" please explain: Not Applicable	Contact/Phone: null775-726-3171
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Inter-Governmental Transfer (IGT)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Interlocal contract was not received from the county in time for the June agenda.

3. Termination Date: **06/30/2016**

Contract term: **5 years and 1 day**

4. Type of contract: **Revenue Contract**

Contract description: **UPL Supplement**

5. Purpose of contract:

This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from Lincoln County Hospital District to support and fund the state's share of the supplemental Upper Payment Limit (UPL) program for non-state, governmentally owned or operated hospitals. The supplemental UPL program pays the difference between Medicaid payments and the Medicare UPL amount.

6. NEW CONTRACT

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

Other basis for payment: This amount, approximately \$5,000.00 per state fiscal year, was based on prior history.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state, governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Existing contract with DHCFP and satisfactory performance.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	06/02/2011 12:07:41 PM
Division Approval	greves	06/02/2011 12:07:46 PM
Department Approval	mtorvine	06/06/2011 10:28:51 AM
Contract Manager Approval	dkingsle	06/10/2011 09:53:10 AM
Budget Analyst Approval	nhovden	06/10/2011 10:02:51 AM
Team Lead Approval	jteska	06/17/2011 12:49:40 PM
BOE Agenda Approval	jteska	06/17/2011 12:49:45 PM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 116
Carson City, Nevada 89701

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

June 1, 2011

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator *Charles Duarte*
Division of Health Care Financing and Policy

From: Dorrie A Kingsley, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo Lincoln County Hospital District

DHCFP is seeking approval to enter a retroactive Interlocal contract with Lincoln County Hospital District. The existing contract will expire June 30, 2011. Since the new contract was not returned to DHCFP in time to meet the BOE deadline for the June BOE agenda, it is anticipated to be placed on the July 12, 2011 agenda and if approved, becomes effective July 1, 2011.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12223**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	South Lyon Hospital District
Agency Code:	403	Contractor Name:	South Lyon Hospital District
Appropriation Unit:	3157-00	Address:	31 South Main Street
Is budget authority available?:	Yes	City/State/Zip:	Yerington, NV 89447
If "No" please explain:	Not Applicable	Contact/Phone:	null775-463-6531
		Vendor No.:	
		NV Business ID:	Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Inter-Governmental Transfer (IGT)

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

South Lyon Hospital District did not meet the deadline for the June 2011 BOE agenda.3. Termination Date: **06/30/2016**Contract term: **5 years and 1 day**4. Type of contract: **Revenue Contract**Contract description: **UPL Supplement**

5. Purpose of contract:

This is a new interlocal agreement to receive Inter-Governmental Transfer (IGT) funds from South Lyon Hospital District to support and fund the state's share of the supplemental Upper Payment Limit (UPL) program for non-state, governmentally owned or operated hospitals. The supplemental UPL program pays the difference between Medicaid payments and the Medicare UPL amount.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,000.00**

Other basis for payment: This amount, approximately \$11,000.00 per state fiscal year, was based upon prior history.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Medicaid State Plan allows for payment of supplemental payments to non-state governmentally owned or operated hospitals. This agreement provides for receipt of the non-federal share of funds in order to secure federal funding for this program.

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

State employees are doing this work.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Existing contract with satisfactory performance.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	06/02/2011 12:05:13 PM
Division Approval	greves	06/02/2011 12:05:24 PM
Department Approval	mtorvine	06/06/2011 10:37:22 AM
Contract Manager Approval	dkingsle	06/10/2011 09:55:11 AM
Budget Analyst Approval	nhovden	06/10/2011 10:16:39 AM
Team Lead Approval	jteska	06/17/2011 13:02:59 PM
BOE Agenda Approval	jteska	06/17/2011 13:03:03 PM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 116
Carson City, Nevada 89701

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

June 1, 2011

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator 
Division of Health Care Financing and Policy

From: Dorrie A Kingsley, Management Analyst III
Division of Health Care Financing and Policy

Subject: Retroactive Memo South Lyon Hospital District

DHCFP is seeking approval to enter a retroactive Interlocal contract with South Lyon Hospital District. The existing contract will expire June 30, 2011. Since the new contract was not returned to DHCFP in time to meet the BOE deadline for the June BOE agenda, it is anticipated to be placed on the July 12, 2011 agenda and if approved, becomes effective July 1, 2011.

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: **12266**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Nevada State Health Division, Bureau of Health Care Quality&Compl
Agency Code: 403	Contractor Name: Nevada State Health Division, Bureau of Health Care Quality&Compl
Appropriation Unit: 3158-13	Address: 727 Fairview Drive, Suite E
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89701
If "No" please explain: Not Applicable	Contact/Phone: null775-684-1030
	Vendor No.:
	NV Business ID: Government Entity

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Contract negotiations between the Health Division and UNLV/Dr. Guinan had to be finalized.

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

Contract term: **1 year**

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

Contract description: **HCQC**

5. Purpose of contract:

This is a new interlocal agreement to coordinate awareness training in skilled nursing facilities to reduce infectious disease outbreaks, and to analyze and monitor data of infectious disease in the skilled nursing facilities environment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,699.00**

Payment for services will be made at the rate of \$12,141.58 per month

Other basis for payment: Reimb Health Division for Dr. Guinan Salary = \$122,500.00, Fringe = \$19,196.00, and Health Insurance = \$4,003.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The risk of infection in Nevada's skilled nursing homes necessitates the State Health Division to coordinate awareness training, and to analyze and monitor data of infectious disease in the nursing home environment.

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

State employees are doing this work.

9. Were quotes or proposals solicited? No

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

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

Not 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:

Current contract between DHCFP and the Health Division's Bureau of Quality Care and Compliance.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	greves	06/02/2011 12:15:48 PM
Division Approval	greves	06/02/2011 12:15:53 PM
Department Approval	mtorvine	06/09/2011 15:11:50 PM
Contract Manager Approval	dkingsle	06/14/2011 08:22:26 AM
Budget Analyst Approval	nhovden	06/14/2011 10:45:21 AM
Team Lead Approval	jteska	06/16/2011 14:11:43 PM
BOE Agenda Approval	jteska	06/16/2011 14:11:50 PM
BOE Final Approval	Pending	



Brian Sandoval
Governor

STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street, Suite 116
Carson City, Nevada 89701

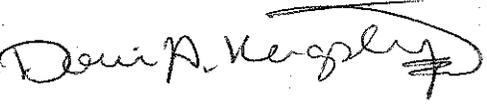
MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

June 10, 2011

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator 
Division of Health Care Financing and Policy

From: Dorrie A Kingsley, Management Analyst III 
Division of Health Care Financing and Policy

Subject: Retroactive Memo to enter Interlocal with the Nevada State Health Division,
Bureau of Health Care Quality and Compliance

DHCFP is seeking approval to enter a retroactive Interlocal agreement with the Nevada State Health Division, Bureau of Health Care Quality and Compliance. This contract was prepared as quickly as possible and if approved, becomes effective July 1, 2011.

The prior contract between DHCFP and the Health Division expired June 30, 2011. Because new contract terms between the Health Division and their physician-vendor were not immediately agreed upon, the Interlocal between DHCFP and the Health Division became delayed until the amount of consideration was finalized to be accurately stated in the new Interlocal agreement.

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: **12198**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3215-24**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Access to Healthcare Network
 Contractor Name: **Access to Healthcare Network**
 Address: **4001 S. Virginia St., Suite F**
 City/State/Zip: **Reno, NV 89502**
 Contact/Phone: Sherri Rice 775-284-9079
 Vendor No.: T29014671
 NV Business ID: NV20061133335

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

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

Agency Reference #: HD 11222

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Ryan White Eligibili**

5. Purpose of contract:

This is a new contract to provide Ryan White Comprehensive AIDS Resource Emergency (CARE) Act Program Part B eligibility and screening services for new and existing clients in all Nevada counties with the exception of Clark and Nye. Clark and Nye counties are covered under a different contract.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$542,592.00**

Other basis for payment: The maximum agreed to annual costs to provide eligibility and screening services is \$135,648 per contract year (August - July). This annual cost was determined to be reasonable based on historical levels of costs associated with these services.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State receives funding for the Ryan White CARE Act Program which mandates the funding be used to provide eligibility screening for new and existing clients.

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

The State does not have the resources to perform this 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:

b. Solicitation Waiver: **Not Applicable**

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

Access' was the only bid received, and they were capable of performing the scope of work.

d. Last bid date: 01/28/2011 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:

Access has been, and is currently, under contract to the Health Division, with satisfactory results.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/19/2011 11:11:43 AM
Division Approval	pweyrick	05/19/2011 11:12:05 AM
Department Approval	mtorvine	05/26/2011 16:56:47 PM
Contract Manager Approval	wdemarc1	06/07/2011 11:28:47 AM
Budget Analyst Approval	jborrowm	06/09/2011 10:38:26 AM
Team Lead Approval	jteska	06/17/2011 12:10:00 PM
BOE Agenda Approval	jteska	06/17/2011 12:10:10 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: **12199**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3215-24**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Access to Healthcare Network
 Contractor Name: **Access to Healthcare Network**
 Address: **4001 S. Virginia St., Suite F**
 City/State/Zip: **Reno, NV 89502**
 Contact/Phone: Sherri Rice 775-284-9079
 Vendor No.: T29014671
 NV Business ID: NV20061133335

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

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

Agency Reference #: HD 11223

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 06/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Ryan White Eligibili**

5. Purpose of contract:

This is a new contract to provide Ryan White Comprehensive AIDS Resource Emergency (CARE) Act Program Part B eligibility and screening services, and to process Health Insurance Continuation Program (HICP) claims, for new and existing clients in Clark and Nye counties.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$874,472.00**

Other basis for payment: The basic costs of processing claims, regardless of the number, is \$184,892 per year or \$739,568 for the term. These costs were determined to be reasonable based on historical costs associated with these services. The HICP premiums are based on the average number of policies granted in the most recent grant year, which was 146 policies at an average premium cost of \$231 per year, or \$33,726 in HICP premiums. That yearly average results in an estimate for the 4 years of \$134,904 in HICP premiums. Therefore, the costs for claims processing of \$739,568 plus the estimated HICP premiums of \$134,904, results in the \$874,472 maximum for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State receives funding for the Ryan White CARE Act Program which mandates the funding be used to provide eligibility screening, and Health Insurance Continuation Program processing in Southern Nevada, for new and existing clients.

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

The State does not have the resources to perform this 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?

This vendor was the only one to submit a proposal.

d. Last bid date: 01/28/2011 Anticipated re-bid date: 10/01/2104

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Access has been, and is currently, under contract to the Health Division, with satisfactory results.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/19/2011 11:12:42 AM
Division Approval	pweyrick	05/19/2011 11:12:46 AM
Department Approval	mtorvine	06/02/2011 14:17:52 PM
Contract Manager Approval	wdemarc1	06/07/2011 11:29:04 AM
Budget Analyst Approval	jborrowm	06/10/2011 09:41:19 AM
Team Lead Approval	jteska	06/17/2011 12:07:26 PM
BOE Agenda Approval	jteska	06/17/2011 12:07:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12158**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3215-24**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Northern Nevada HOPES
 Contractor Name: **Northern Nevada HOPES**
 Address: **PO Box 6420**
 City/State/Zip: **Reno, NV 89513**
 Contact/Phone: W. Fuellenbach 775-348-2895
 Vendor No.: T81027776
 NV Business ID: NV1997145688

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

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

Agency Reference #: HD 11228

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Pharmaceutical Servi**

5. Purpose of contract:

This is a new contract to provide pharmaceutical services to new and existing Ryan White CARE (Comprehensive AIDS Resources Emergency) Act clients in all counties of Nevada except Clark and Nye. Clark and Nye county services will be provided by a different vendor.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,774,780.00**

Payment for services will be made at the rate of \$19.00 per prescription filled

Other basis for payment: Current historical activity with this program shows an average of about 310 prescriptions are filled each month. At \$19 per prescription filled that totals \$70,680 for a year and \$282,720 for the 4 year contract period. We are currently spending \$114,418 monthly on medications, that computes to \$5,492,059 for a 4 year period. The total contract authority requested then totals \$5,774,780.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada receives funding for the Ryan White CARE (Comprehensive AIDS Resources Emergency) Act Program which mandates the funding be primarily used to provide medications through the AIDS Drug Assistance Program (ADAP) to eligible Ryan White Part B clients.

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 ability to provide pharmaceutical 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:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

The RFP was done by the Purchasing Division, which convened an evaluation committee. This vendor was chosen by the evaluation committee because they meet the criteria of the RFP and scored the highest.

d. Last bid date: 01/28/2011 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?

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/20/2011 14:19:53 PM
Division Approval	pweyrick	05/20/2011 14:19:56 PM
Department Approval	mtorvine	05/26/2011 16:49:28 PM
Contract Manager Approval	wdemarc1	06/10/2011 14:16:10 PM
Budget Analyst Approval	cglover	06/13/2011 10:16:36 AM
Team Lead Approval	jteska	06/17/2011 08:12:13 AM
BOE Agenda Approval	jteska	06/17/2011 08:22:43 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 CONTRACT1. Contract Number: **12254**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3216-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: UNLV School of Health Sciences

Contractor Name: **UNLV School of Health Sciences**Address: **4505 Maryland Parkway****Box 452038**City/State/Zip: **Las Vegas, NV 89154-2038**

Contact/Phone: Stephanie Page 702-895-5090

Vendor No.: D35000813

NV Business ID: Governmental Entity

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

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

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

Agency Reference #: HD 12015

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Negotiations with the University, coupled with uncertainty regarding the results of legislative action on university salaries, were not completed in time to be included on the June BOE agenda.

3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Interlocal Agreement**Contract description: **Provide Physician**

5. Purpose of contract:

This is a new interlocal agreement to provide a contributing physician to the Health Division to improve the control and prevention of infectious diseases, in assisted living facilities, state-wide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$145,699.00**

Payment for services will be made at the rate of \$12,141.59 per month

Other basis for payment: Maximum amount represents 49% of the provided physicians annual salary and fringe benefits with UNLV.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State requires assistance in helping educate assisted living facilities in the control and prevention of infectious diseases.

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

There are no qualified state employees to satisfy this requirement.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

Yes If "Yes", please explain

Contractor is part of the university system.

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

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

Not Applicable

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pweyrick	05/26/2011 15:35:44 PM
Division Approval	pweyrick	05/26/2011 15:35:51 PM
Department Approval	mtorvine	06/09/2011 15:12:14 PM
Contract Manager Approval	wdemarc1	06/09/2011 17:01:40 PM
Budget Analyst Approval	cglover	06/13/2011 10:53:48 AM
Team Lead Approval	jteska	06/16/2011 14:10:31 PM
BOE Agenda Approval	jteska	06/16/2011 14:10:39 PM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY GREEN, MD
State Health Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION

4150 Technology Way, Suite 300
Carson City, NV 89706-2029

Telephone: (775) 684-4200 • Fax: (775) 684-4211

May 18, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through Richard Whitley, MS
Administrator
Health Division *RW*

From: Phil Weyrick
Administrative Services Officer IV
Health Division Administration *PW 5/26/11*

Subject: Request for a Retroactive Start Date for Contract HD 12015 (CETS 12254)

This memorandum requests that Health Division Contract HD 12015 be approved for a retroactive start date effective July 1, 2011. This contract needs a retroactive start date because of funding concerns, and contract negotiations with the University of Nevada, Las Vegas. The contract was not able to be submitted to the Board of Examiners in a timely fashion because negotiations were not finalized until the first week of May.

WS/cas

Cc: Colman Schmidt, Management Analyst II
Health Division

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5690** Amendment Number: **2**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Centurion, Inc**

Agency Code: **407** Contractor Name: **Centurion, Inc**

Appropriation Unit: **3228-26** Address: **720 BOOKER CREEK BLVD STE 201**

Is budget authority available?: **Yes** City/State/Zip: **OLDSMAR, FL 34677**

If "No" please explain: **Not Applicable** Contact/Phone: **Berny Elsbernd (262)7846411**

Vendor No.: **T27014779**

NV Business ID: **NV20101385176**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

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

<input checked="" type="checkbox"/>	General Funds	31.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	69.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2008**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2011**

Termination Date:

Contract term: **3 years and 292 days**

4. Type of contract: **Contract**

Contract description: **Computer Related Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the maintenance of the Voice Response Unit (VRU) for the Division of Welfare and Supportive Services, Information Systems unit. This amendment extends the termination date from June 30, 2011 to June 30, 2012, and increases the total authority by \$18,443.04 from \$50,718.36 to \$69,161.40 due to the implementation of the second of two (2) one year extension options. The rate remains unchanged since the contract was originally awarded September 12, 2008.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$32,275.32
2.	Total amount of any previous contract amendments:	\$18,443.04
3.	Amount of current contract amendment:	\$18,443.04
4.	New maximum contract amount:	\$69,161.40
	and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Voice Response Unit (VRU) allows clients to receive information regarding welfare or child support programs, apply for specific programs, obtain the status of their case or speak to a Customer Service Representative. The contractor provides emergency hardware repair services ensuring DWSS clients do not experience delays in services.

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

The contractor provides emergency hardware services enabling DWSS to not have to carry expensive hardware parts in stock for emergency repairs.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Centurion Inc was the only vendor who responded to request for bids in July of 2008.

d. Last bid date: 07/03/2008 Anticipated re-bid date: 01/03/2012

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:

Centurion Inc. is currently contracted with DWSS and is providing satisfactory services.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	05/17/2011 15:03:30 PM
Division Approval	msmit5	05/26/2011 15:41:04 PM
Department Approval	mtorvine	06/03/2011 16:52:37 PM
Contract Manager Approval	afrancis	06/06/2011 09:19:25 AM
Budget Analyst Approval	cglover	06/08/2011 11:53:38 AM
Team Lead Approval	jteska	06/17/2011 10:33:10 AM
BOE Agenda Approval	jteska	06/17/2011 10:33:25 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: **11919**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: HANSEN HUNTER & COMPANY PC
Agency Code: 408	Contractor Name: HANSEN HUNTER & COMPANY PC
Appropriation Unit: 3161-08	Address: 8930 SW GEMINI DR
Is budget authority available?: Yes	City/State/Zip: BEAVERTON, OR 97008-7123
If "No" please explain: Not Applicable	Contact/Phone: Jeff Moore 503/244-2134
	Vendor No.: T29009225
	NV Business ID: NV20101244381

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years**

4. Type of contract: **Revenue Contract**

Contract description: **Bad debt recovery**

5. Purpose of contract:

This is a revenue contract for the vendor to determine the amount of co-insurance eligible to be claimed as a bad debt on the Medicare Cost Report prepared by the agency. The vendor will be reviewing database records of the agency to identify amounts of co-insurance and deductible eligible to be claimed as a bad debt on the Medicare cost report, which will in turn lead to the vendor submitting reconstructed bad debt listings to Medicare for reimbursement to the agency. This work could result in additional revenue being collected that had not been previously attainable.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: Contract amount is a maximum ceiling, not to exceed \$1,000,000 over the term of the contract. Vendor will be reimbursed on a contingency basis, collecting 30% portion of the total amount of bad debt funds recovered from SNAMHS Medicare billings. If no funds are recovered, nothing will be paid to vendor.

II. JUSTIFICATION

7. What conditions require that this work be done?

In compliance with the requirements specified by the federal Center for Medicare and Medicaid Services (CMS), cost reporting is required for participation in Medicare and Medicaid programs.

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

State staff do not possess the necessary training or familiarity with established procedures for researching, processing and submission of data to Medicare to increase chances for reimbursement. Vendor is a firm that specilizes in such analysis and recovery 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: **Professional Service (As defined in NAC 333.150)**

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

This vendor prepares the Medicare Cost reports for the agency and has performed satisfactorily; for the purposes of bad debt recovery, the vendor is willing to pursue this service on a contingency basis.

d. Last bid date: 06/01/2010 Anticipated re-bid date: 03/01/2014

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:

Vendor has worked with SNAMHS and NNAMHS agencies previously on preparation of Medicare cost reports; 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	mhefne1	05/11/2011 14:21:09 PM
Division Approval	mhefne1	05/23/2011 11:27:44 AM
Department Approval	mtorvine	06/06/2011 09:36:26 AM
Contract Manager Approval	tpollar2	06/07/2011 09:25:38 AM
Budget Analyst Approval	rhage1	06/13/2011 12:14:31 PM
Team Lead Approval	jteska	06/30/2011 16:15:07 PM
BOE Agenda Approval	jteska	06/30/2011 16:15:12 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12177**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: Richard Null, APN
Agency Code: 408	Contractor Name: Richard Null, APN
Appropriation Unit: 3161-08	Address: 3741 Mormon Flat Road
Is budget authority available?: Yes	City/State/Zip: Golden Valley, AZ 86413
If "No" please explain: Not Applicable	Contact/Phone: null702-236-9462
	Vendor No.: T27019379
	NV Business ID: NV20101361249
To what State Fiscal Year(s) will the contract be charged?	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	92.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	8.00 %	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 **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

This contract was to start on July 1, 2011; however, due to an unexpected amount of contract revisions, gathering of documentation, and volume of contracts to process at the Division business office, contract preparation and submission was regrettably delayed. The nursing position assists in providing needed services in the agency's rural field clinics; as a result, services were provided prior to approval of the contract to give continuity of care.

3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Psychiatric Services**

5. Purpose of contract:

This is a new contract to provide support for psychiatric services to the clients of Rural Services Community Mental Health Centers. Nursing and physician assistant services are necessary to provide direct consumer care, evaluations and screenings, medication prescriptions and management, triage, telephone consultation, training, and other such necessary services at mental health clinics in the rural outlying areas of the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$92,740.32**

Other basis for payment: Payment for services will be made at a rate of \$75.00 per Clinical Hour x 96 hours x 12 months = \$86,400.00 and travel is at State Approved Rate currently at \$0.51 per mile x 1036 miles x 12 months = \$6,340.32

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.344 and 436.123, the Division may contract with qualified professional staff to provide services to consumers; this is especially critical in the rural underserved areas of the state. SNAMHS provides outpatient programs requiring the services of nursing staff; when vacancies occur, contract 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 nurses typically perform these services; however, when vacancies occur, coverage is required by Joint Commission standards until other staff are hired or return to work from vacations, leave, 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: **Professional Service (As defined in NAC 333.150)**

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

Not selected in preference to others; several practitioners have and will continue to be contracted with in order to ensure adequate consumer coverage and delivery of services in rural areas of the state.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

He has been under contract with our agency since 2007 and provides satisfactory work.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 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	05/17/2011 14:42:50 PM
Division Approval	mhefne1	06/07/2011 15:49:44 PM
Department Approval	mtorvine	06/09/2011 17:05:26 PM
Contract Manager Approval	tpollar2	06/10/2011 08:09:06 AM
Budget Analyst Approval	rhage1	06/13/2011 11:38:35 AM
Team Lead Approval	jteska	06/16/2011 14:20:50 PM
BOE Agenda Approval	jteska	06/16/2011 14:20:53 PM
BOE Final Approval	Pending	

Memo

To: Robin Hager, Budget Analyst, Budget Division

From: Martin Hefner, Management Analyst 

CC: Dave Prather, ASO IV

Date: May 30, 2011

Re: Retroactive status for contracts

Request for Retroactive Approval

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to an unexpected amount of contract corrections, gathering of documentation and volume of contract to process at the Division business office, contract preparation and submission was regrettably delayed. Since this nursing position assists in providing needed services in the agency's rural field clinics, services were provided prior to approval of the contract to give continuity of care. We anticipate that, in the future, with new procedures put in place to ensure timely review and submission, we will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5943.

Thank you for your consideration.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12313**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3280-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents of the Nevada System of Higher Education

Contractor Name: **Board of Regents of the Nevada System of Higher Education**

Address:

City/State/Zip **Reno, NV 89557-0240**

Contact/Phone: null775 784-4040

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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	57.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	43.00 %	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 **07/12/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 354 days**4. Type of contract: **Interlocal Agreement**Contract description: **Clin. Psych. Extern**

5. Purpose of contract:

This is a new contract with the UNR Psychology Department, Clinical Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,856.00**

Payment for services will be made at the rate of \$25.93 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Persuant to NRS 433.344 and 436.123, the Division and its agencies contract with qualified practitioners to deliver necessary services to consumers. This contract will also provide a setting for graduate education to enhance the agency's ability to attract and retain better qualified psychologists.

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

Sierra Regional Center has a limited number of FTE staff to provide services and use of externs will assist the agency to deliver services in a timely manner and comply with CMS requirements for eligibility 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: **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	rforderh	06/07/2011 10:42:40 AM
Division Approval	mhefne1	06/07/2011 12:07:50 PM
Department Approval	mtorvine	06/10/2011 11:15:18 AM
Contract Manager Approval	mhefne1	06/15/2011 15:18:26 PM
Budget Analyst Approval	rhage1	06/15/2011 15:28:20 PM
Team Lead Approval	jteska	06/17/2011 13:22:52 PM
BOE Agenda Approval	jteska	06/17/2011 13:22:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12316**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3280-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Board of Regents of the Nevada System of Higher Education

Contractor Name: **Board of Regents of the Nevada System of Higher Education**

Address:

City/State/Zip **Reno, NV 89557-0240**

Contact/Phone: Sharon Brush 775 784-4040

Vendor No.:

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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	57.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	43.00 %	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 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Behav. Psych Extern**

5. Purpose of contract:

This is a new contract with the UNR Psychology Department, Behavioral Psychology, to provide one psychology extern to perform counseling and evaluations for people served under the supervision of Sierra Regional Center licensed psychologists.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,856.00**

Payment for services will be made at the rate of \$25.93 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.344 and 436.123, the Division and its agencies contract with qualified practitioners to deliver necessary services to consumers. This contract will also provide a setting for graduate education to enhance the agency's ability to attract and retain better qualified psychologists.

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

Sierra Regional Center has a limited number of FTE staff to provide services and use of externs will assist the agency to deliver services in a timely manner and comply with CMS requirements for eligibility 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: **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	rforderh	06/07/2011 10:42:07 AM
Division Approval	mhefne1	06/07/2011 12:06:29 PM
Department Approval	mtorvine	06/10/2011 11:19:59 AM
Contract Manager Approval	mhefne1	06/15/2011 15:18:47 PM
Budget Analyst Approval	rhage1	06/15/2011 15:30:29 PM
Team Lead Approval	jteska	06/17/2011 13:20:53 PM
BOE Agenda Approval	jteska	06/17/2011 13:21:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12248**

Agency Name:	CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name:	VOGLER, BONNIE J
Agency Code:	409	Contractor Name:	VOGLER, BONNIE J
Appropriation Unit:	3281-04	Address:	PO BOX 33333
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89533-3333
If "No" please explain:	Not Applicable	Contact/Phone:	null775/747-6872
		Vendor No.:	T80911934
		NV Business ID:	NV20111333491

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years**

4. Type of contract: **Contract**

Contract description: **NNCAS**

5. Purpose of contract:

This is a new contract to provide dietary/nutritional consultation to Northern Nevada Child and Adolescent Services residential staff in developing menus and preparation of meals for residential consumers on a monthly basis in compliance with the Federal School/Lunch Program. Contractor will also provide health and sanitation training along with specific dietary consultation on an as needed basis. Contractor will prepare and file all reports/documents required by the federal government.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$30,000.00**

Payment for services will be made at the rate of \$50.00 per hour as needed

II. JUSTIFICATION

7. What conditions require that this work be done?

Contractor will provide dietary/nutritional consultation to Northern Nevada Child and Adolescent Services residential staff in developing menus and preparation of meals for residential consumers on a monthly basis in compliance with the Federal School/Lunch Program. Contractor will also provide health and sanitation training along with specific dietary consultation on an as needed basis. Contractor will prepare and file all reports/documents required by the federal government.

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

Must have the knowledge and education to perform this very specific work and be available for consultation at any given day.

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 was the only contractor to send back a proposal and was willing to comply to the scope of work at the current rate. This contractor has been performing these services to DCFS for the past four years at the same rate and will not be increasing the rates for the next four years.

d. Last bid date: 05/01/2011 Anticipated re-bid date: 05/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently with the Department of Health and Human Services, Division of Child and Family Services. Service has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	pcolegro	05/26/2011 08:40:35 AM
Division Approval	dkluever	05/26/2011 14:20:03 PM
Department Approval	mtorvine	06/06/2011 12:39:00 PM
Contract Manager Approval	rjacob3	06/09/2011 14:02:45 PM
Budget Analyst Approval	nhovden	06/09/2011 16:09:18 PM
Team Lead Approval	jteska	06/17/2011 13:07:06 PM
BOE Agenda Approval	jteska	06/17/2011 13:07:14 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: **12107**

Agency Name: CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name: NEVADA PEP INC
Agency Code: 409	Contractor Name: NEVADA PEP INC
Appropriation Unit: 3646-04	Address: 2355 RED ROCK ST UNIT 106
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null702/388-8899
	Vendor No.: T80975409A
	NV Business ID: NV19931063169

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 06/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2011**

Contract term: **213 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide family to family support services including individual and group services. This is a six month contract as State Purchasing will be working on an RFP for these services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$162,214.00**

Payment for services will be made at the rate of \$40.66 per hour

Other basis for payment: Budget 3646 is awarded \$128,648.24; Budget 3281 is awarded \$33,503.84

II. JUSTIFICATION

7. What conditions require that this work be done?

There is a strong need within our communities to provide family support services to children with severe emotional disabilities (SED) and their families. These services include providing direct parent support, parent mentoring, family and consumer leadership training, joint parent/staff training, informing parents of the services available for their children and being the parents' advocate while they work to obtain the appropriate services and support for their children.

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

There no state agencies or state employees that can provide these specialized services.

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

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 110405

Approval Date: 04/08/2011

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

This contract will be placed out on an RFP and awarded within the next six months.

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

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:

Currently with the Department of Health and Human Services, Division of child and Family Services. Service has been satisfactory.

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

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

Not Applicable

14. The contractor is 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	dkluever	04/20/2011 14:32:26 PM
Division Approval	dkluever	04/20/2011 14:32:34 PM
Department Approval	mtorvine	06/06/2011 09:55:48 AM
Contract Manager Approval	rjacob3	06/07/2011 10:43:30 AM
Budget Analyst Approval	nhovden	06/09/2011 13:51:00 PM
Team Lead Approval	jteska	06/17/2011 13:16:03 PM
BOE Agenda Approval	jteska	06/17/2011 13:16:08 PM
BOE Final Approval	Pending	

From:

Purchasing Use Only
110405



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

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
 - Division of Child and Family Services
 - Southern Nevada Child and Adolescent Services
 - Jeffrey Morrow, ASO IV
 - (702) 486-0459
 - jmorrow@dcsf.nv.gov
- b. Vendor contact information: Nevada P.E.P., Inc.
2355 Red Rock St., Ste. 106
Las Vegas, NV 89146
(702) 388-8899
- 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:

Family Support Services to children with Severe Emotional Disabilities (SED) and their families. These services include providing direct parent support, parent mentoring, family and consumer leadership training, joint parent/staff training, informing parents of the services available for their children and being the parents' advocate while they work to obtain the appropriate services and support for their children.
3. Describe the unique qualification required for the service or good to be purchased:

Family Specialist Personnel are qualified to perform this role only if they have the personal experience of having a family member who has severe emotional disabilities. Nevada P.E.P. (our requested vendor) recruits, hires, trains, monitors and supports these uniquely qualified Family Specialist Personnel. Nevada P.E.P. staff work with families who are receiving services through Northern and Southern Nevada Child and Adolescent Services mental health programs, as well as the Division's Project Wraparound in Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

Nevada P.E.P. is the only Nationally affiliated organization that currently provides these services in Nevada, but we recently became aware of another organization who may want to bid to provide these services. Therefore, we are working with State Purchasing to prepare an RFP. However, in order to provide uninterrupted services to the families that we serve, we request a waiver for a new six month contract with Nevada P.E.P.

From:

- 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:

Families that we serve would be without these important Family to Family support services for up to six months. Plus without continued funding, NV P.E.P. would have trouble keeping its highly effective organization together.

- 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.

DCFS collaborates with an extensive number of taskforces and consortiums of child and adolescent mental health service providers. Until very recently, to our knowledge, there were no other viable organizations other than Nevada P.E.P. currently in Nevada. We do have at least one other organization interested in bidding, but have not qualified them.

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

Price is based on actual costs, which are reported and are in line with Federal Medicaid Rates.

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

Contract Value = \$162,214.00 for a new 6 month contract

a. New contract Y N

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

SNCAS and NVCA-S hereby requests approval for NV CEP
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

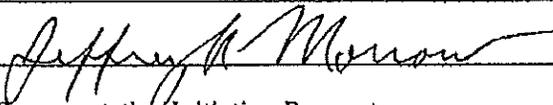
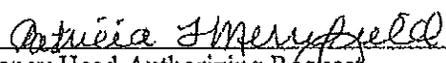
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

From:

04/08/2011 12:04

#263 P.004/004

Signed:

X 	4/8/11
Agency Representative Initiating Request	Date
X 	4/8/11
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.

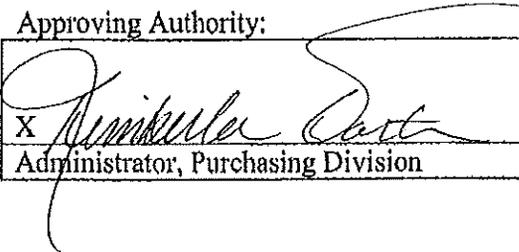
Signed:

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  dso	4/8/11
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: **12270**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: ARMAC CONSTRUCTION LLC
Agency Code: 431	Contractor Name: ARMAC CONSTRUCTION LLC
Appropriation Unit: 3650-10	Address: PO BOX 4616
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89702
If "No" please explain: Not Applicable	Contact/Phone: null775/884-3053
	Vendor No.: T29023765A
	NV Business ID: NV20091080408

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

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

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

Agency Reference #: NVMD # 012-2011

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/15/2011**

Contract term: **76 days**

4. Type of contract: **Contract**

Contract description: **Replace PIV**

5. Purpose of contract:

This is a new contract to replace the post indicator valve (PIV) and do some associated work at our Combined Support Maintenance Shop (CSMS) facility. The contractor will excavate and expose valves. A new vault will be installed that will encompass the complete PIV assembly. The contractor will raise the fire hydrant so that the base flange is 2" above final grade and check operation of on/off water supply valve and install a valve box over it for access. The contractor will supply Project Manager with a schematic drawing of what's underground with any changes and allow Project Manager to photograph site and review the new changes before the area is buried. Contractor will test and confirm the operation of the Siamese Fire Department Connection (FDC) and the 4' check valve between the FDC and the main line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,176.20**

Payment for services will be made at the rate of \$35,616.20 per invoice

Other basis for payment: Progress payments can be made per invoice at the rate of project completion; the extra \$3,560.00 is being held in reserver for any unforeseeable issues that may arise.

II. JUSTIFICATION

7. What conditions require that this work be done?

The PIV outside the front of the CSMS is frozen and does not operate. This means we cannot shut the water down to the fire protection system so it can be serviced.

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

In order for this project to be completed, you must be certified to work on fire protection equipment; we have no employees with this type of certification.

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 chosen by the evaluation committee.
d. Last bid date: 05/27/2011 Anticipated re-bid date:
10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")
No
b. Is the contractor a current employee of the State of Nevada?
No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)
Not Applicable
c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?
No If "Yes", please provide employment termination date.
d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?
No If "Yes", please explain
Not Applicable
12. Has the contractor ever been engaged under contract by any State agency?
Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:
State Public Works Board contracted with this vendor in FY 2010 and services provided were satisfactory.
13. Is the contractor currently involved in litigation with the State of Nevada?
No If "Yes", please provide details of the litigation and facts supporting approval of the contract:
Not Applicable
14. The contractor is registered with the Nevada Secretary of State's Office as a:
LLC
15. a. Is the Contractor Name the same as the legal Entity Name?
Yes
16. a. Does the contractor have a current Nevada State Business License (SBL)?
Yes
17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
Yes
18. Agency Field Contract Monitor:
19. Contract Status:
Contract Approvals:
- | Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | criley | 06/01/2011 10:53:50 AM |
| Division Approval | criley | 06/01/2011 10:53:53 AM |
| Department Approval | jmcentee | 06/04/2011 11:15:41 AM |
| Contract Manager Approval | criley | 06/05/2011 18:00:22 PM |
| Budget Analyst Approval | jborrowm | 06/10/2011 09:34:14 AM |
| Team Lead Approval | jteska | 06/17/2011 10:26:15 AM |
| BOE Agenda Approval | jteska | 06/17/2011 10:26:20 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: **12315**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: CUSTOM GLASS DISTRIBUTORS INC
Agency Code: 431	Contractor Name: CUSTOM GLASS DISTRIBUTORS INC
Appropriation Unit: 3650-10	Address: 1095 E 2ND ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502
If "No" please explain: Not Applicable	Contact/Phone: Dave Rainey 775/329-4265
	Vendor No.: T40297000
	NV Business ID: NV19591001183

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

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

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

Agency Reference #: **NVMD #026-2011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/12/2011**

Contract term: **103 days**

4. Type of contract: **Contract**

Contract description: **Window Retrofit**

5. Purpose of contract:

This is a new contract to retrofit 231 replacement windows and weather strip 29 exterior door openings at the Stead Training Center (STC) and storefront replacement at the Army Aviation Support Facility (AASF).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$148,950.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Existing windows/doors/gaskets located at these facilities are not energy efficient and are not applicable for the Northern Nevada weather conditions. The replacement components will increase energy efficiency which will reduce the monthly utility costs for the Nevada Army National Guard (NVARNG).

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

State employees do not possess requisite skills and certifications, nor the manpower to install the new components for this specific project.

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 was the only vendor that showed up to the mandatory bid walk.

d. Last bid date: 05/20/2011 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:

Wildlife Department contracted with this vendor in FY11 and the services provided are satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	06/07/2011 10:35:42 AM
Division Approval	criley	06/07/2011 10:35:45 AM
Department Approval	criley	06/09/2011 14:25:13 PM
Contract Manager Approval	criley	06/09/2011 14:25:16 PM
Budget Analyst Approval	jborrowm	06/09/2011 15:55:44 PM
Team Lead Approval	jteska	06/17/2011 14:33:35 PM
BOE Agenda Approval	jteska	06/17/2011 14:33:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12314**

Agency Name:	ADJUTANT GENERAL & NATL GUARD	Legal Entity Name:	H2O Environmental, Inc.
Agency Code:	431	Contractor Name:	H2O Environmental, Inc.
Appropriation Unit:	3650-16	Address:	3510 Barron Way, Suite 200
Is budget authority available?:	Yes	City/State/Zip:	Reno, NV 89511
If "No" please explain:	Not Applicable	Contact/Phone:	Kevin Anderson (775) 351-22
		Vendor No.:	
		NV Business ID:	NV19961214703
To what State Fiscal Year(s) will the contract be charged?	2012-2013		
What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.			
General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %
Agency Reference #:	NVMD #025-2011		

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **07/12/2012**Contract term: **1 year and 12 days**4. Type of contract: **Contract**Contract description: **Haz Waste Disposal**

5. Purpose of contract:

This is a new contract to provide the Nevada Army National Guard (NVARNG) with qualified hazardous waste disposal services for materials generated/used at NVARNG facilities within the state of Nevada. Services include profiling of unknown materials, manifesting, pick-up, transportation, labeling, documentation, reporting and ultimate treatment/disposal and recycling of material(s) from eleven (11) NVARNG facilities throughout the state.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: as invoiced monthly, not to exceed \$24,000.00 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Army National Guard's hazardous waste must be treated/handled in accordance with federal, state and local regulations.

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

State employees do not possess requisite skills and certifications to perform hazardous waste disposal services or transportation of hazardous waste.

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

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

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee ranked this vendor the highest based on the following criteria: competence, experience, expertise and cost.

d. Last bid date: 05/20/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	06/07/2011 10:34:14 AM
Division Approval	criley	06/07/2011 10:34:17 AM
Department Approval	criley	06/09/2011 14:25:31 PM
Contract Manager Approval	criley	06/09/2011 14:25:33 PM
Budget Analyst Approval	jborrowm	06/09/2011 15:56:47 PM
Team Lead Approval	jteska	06/17/2011 14:27:18 PM
BOE Agenda Approval	jteska	06/17/2011 14:27:21 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12269**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: NDI PLUMBING INC
Agency Code: 431	Contractor Name: NDI PLUMBING INC
Appropriation Unit: 3650-10	Address: 39 GLEN CARRAN CIR
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5826
If "No" please explain: Not Applicable	Contact/Phone: null775/745-8791
	Vendor No.: T32001385
	NV Business ID: NV20041568607

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **NVMD # 013-2011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/15/2011**

Contract term: **76 days**

4. Type of contract: **Contract**

Contract description: **Replace Air Lines**

5. Purpose of contract:

This is a new contract to remove and replace compressed air lines, installing new gate valves, replace/rebuild the pressure reducing and filter manifolds, remove/replace the old grease supply line between the Organized Maintenance Shop (OMS) and the lube rooms, replace existing drops, and install new drops. Vendor will repair any air leaks in the entire system and supply some associated filters and parts at our Combined Support Maintenance Shop (CSMS) facility.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,810.00**

Payment for services will be made at the rate of \$39,380.00 per Invoice

Other basis for payment: Progress payments can be made per invoice at the rate of project completion; the extra \$3,980.00 is being held in reserve to cover any unforeseeable issues that may arise.

II. JUSTIFICATION

7. What conditions require that this work be done?

The compressed air system has several leaks that cause the compressors to run way more than they should; several drops are inoperable.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the equipment or man power for a job this size.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen by the evaluation committee.

d. Last bid date: 05/27/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	06/01/2011 11:21:09 AM
Division Approval	criley	06/01/2011 11:21:17 AM
Department Approval	criley	06/09/2011 14:24:54 PM
Contract Manager Approval	criley	06/09/2011 14:24:57 PM
Budget Analyst Approval	jborrowm	06/09/2011 15:56:18 PM
Team Lead Approval	jteska	06/17/2011 14:30:10 PM
BOE Agenda Approval	jteska	06/17/2011 14:30:27 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12237**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: RF MacDonald
Agency Code: 440	Contractor Name: RF MacDonald
Appropriation Unit: 3710-09	Address: 8565 White Fir Street Unit B2
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89523
If "No" please explain: Not Applicable	Contact/Phone: Cindy Lampson 775.356.0300
	Vendor No.:
	NV Business ID: NV19961176045
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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/11/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Boiler #1 developed a severe leak on April 16, 2011. It was immediately shut down and opened up, revealing major cracks where the tubes connect to the tube sheet and cracks in the tube itself. This leaves Lovelock Correctional Center (LCC) with only one operable boiler (#2) to provide heat and hot water to the facility currently housing over 1,650 inmates.

3. Termination Date: **09/30/2011**

Contract term: **142 days**

4. Type of contract: **Contract**

Contract description: **Emergency Repairs**

5. Purpose of contract:

This is a new contract to repair boiler #1 at Lovelock Correctional Center (LCC). The boiler developed leaks that required it to be shut down for repairs, leaving the facility with one operable boiler for over 1,650 inmates.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,500.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This was declared to be an emergency per NRS 353.263.

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 equipment, expertise and/or licensing necessary. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

RF MacDonald was the only company that responded to the Department's request for quotes upon discovery of the emergency status. In addition, they are the only known vendor that has the 'R' rated certification for welding as required by the manufacturer and federal mandates.

d. Last bid date: 04/16/2011 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: 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	dbec2	05/17/2011 10:45:24 AM
Division Approval	bfarris	05/18/2011 12:12:48 PM
Department Approval	dreed	05/23/2011 10:43:52 AM
Contract Manager Approval	cphenix	06/08/2011 08:02:02 AM
Budget Analyst Approval	jstrandb	06/10/2011 16:08:57 PM
Team Lead Approval	jmurph1	06/13/2011 09:52:47 AM
BOE Agenda Approval	jmurph1	06/13/2011 09:52:50 AM
BOE Final Approval	Pending	

Christine Phenix - Re: Emergency at Lovelock Correctional Center

From: Greg Smith <gmsmith@purchasing.state.nv.us>
To: Deb Reed <dereed@doc.nv.gov>
Date: 5/11/2011 5:47 PM
Subject: Re: Emergency at Lovelock Correctional Center
CC: Betty Farris <bfarris@doc.nv.gov>, Christine Phenix <cphenix@doc.nv.gov>...

Well it's not Friday, but please consider this e-mail as acknowledgement of the emergency and approval to proceed as outlined in the attached request.

Please let me know if this office can assist you or NDOC staff in any way.

Greg
 Sent from my iPhone

On May 11, 2011, at 5:33 PM, "Deb Reed" <dereed@doc.nv.gov> wrote:

Hi Greg!

The Nevada Department of Corrections is declaring an emergency per NRS 353.263 for the Locklock Correction Center (LCC). Funding will be from the Director's Budget, 3710, Category 9, Extraordinary Maintenance Expenses and Category 7, Maintenance for Lovelock Correctional Center. It is estimated the emergency will cost approximately \$45,000.

LCC's heating and hot water system is powered by 3 Superior boilers. Boiler #3 has been shut down and inoperable for over 3 years. State Public Works Board is in the process of replacing it with construction estimated to start in May, 2011. Boiler #2 is also slated for replacement at a future date.

Boiler #1 developed a severe leak on Saturday, April 16, 2011. It was immediately shut down and opened up revealing major cracks where the tubes connect to the tube sheet and cracks in the tube sheet itself. This leaves LCC with only one operable boiler (#2) to provide heat and hot water to the facility currently housing over 1,650 inmates.

The hot loop system which conducts the heated water throughout the system is still experiencing leaks of up to 1,900 gallons of water per day. The cold water used to replenish the system is added just prior to entering the boiler(s). Normally the water going into the boiler(s) is around 170 degrees and 185 – 190 going out. But with the constant addition of water to maintain pressure in the system, the water is only about 150 degrees. Heating the water and additional 40 degrees is causing the remaining boiler to work extra hard to get the water up to the appropriate temperature. This extra load could very well cause boiler #2 to fail; leaving LCC with no way to provide hot water or heat to the facility for an indefinite amount of time.

The reason for boiler #1's failure is unknown at this time. All preventative maintenance on the system is current. The repair company suspects the water is not being forced through the boilers with enough pressure or speed, allowing scale build up in the tubes. However, all settings are in accordance with Public Works specifications.

Overtime may become a factor as the maintenance staff for the boiler room is down two positions. Other maintenance staff could record readings, but are not trained to make adjustments to the system or make minor repairs as needed.

R. F. MacDonald is the recommended vendor for repairs. LCC's maintenance department does not have the trained / certified personnel to safely and adequately complete the repairs to the boiler. Welding repairs to these boilers have to be completed by an "R" certified welder per manufacturer and federal mandates. This vendor has completed all previous repairs to the

boilers for LCC.

The company does have portable boilers available for rent. The closest one is in Fresno, California. It would take a couple of days to bring it up to Lovelock and another couple of days to hook it into our system. It's a mandatory three month rental period at \$22,000 per month.

Fortunately, the current weather isn't cold enough to worry about adverse conditions for the facility. However the system still has to produce enough hot water for showers, culinary purposes, etc.

Thank you for your assistance.

Deb.

Deborah L. Reed
Chief of Fiscal Services
Department of Corrections
(775)887-3317
dereed@doc.nv.gov

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: **12349**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3725-09**

Is budget authority available?: **No**

If "No" please explain: A work program is being processed.

Legal Entity Name: **ABS Systems, Inc.**
Contractor Name: **ABS Systems, Inc.**
Address: **4749 W. Post Rd.**

City/State/Zip: **Las Vegas, NV 89118**

Contact/Phone: **Teresa Potter 702.228.4575**

Vendor No.: **T27013680**
NV Business ID: **NV20031357903**

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

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	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Temp. Control Maint.**

5. Purpose of contract:

This is a new contract to provide preventative maintenance and system support for the temperature control systems at Southern Desert Correctional Center (SDCC) and Three Lakes Valley Conservation Camp (TLVCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$138,129.10**

Other basis for payment: Upon completion of services and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

To preserve State property.

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 expertise and/or equipment. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

ABS Systems, Inc. was awarded the contract for SDCC and TLVCC as the temperature control system at these correctional facilities is proprietary to them.

d. Last bid date: 04/19/2011 Anticipated re-bid date: 04/19/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY10 State Public Works Board. 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	dbec2	06/14/2011 08:09:26 AM
Division Approval	bfarris	06/14/2011 09:51:13 AM
Department Approval	dreed	06/14/2011 12:25:19 PM
Contract Manager Approval	cphenix	06/14/2011 15:38:06 PM
Budget Analyst Approval	sbrown	06/20/2011 11:11:04 AM
Team Lead Approval	jteska	06/20/2011 15:48:12 PM
BOE Agenda Approval	jteska	06/20/2011 15:48:16 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: **12001**

Agency Name: DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name: CLARK, COUNTY OF
Agency Code: 650	Contractor Name: CLARK, COUNTY OF
Appropriation Unit: 4713-22	Address: LAS VEGAS METROPOLITAN POLICE PO BOX 749509
Is budget authority available?: Yes	City/State/Zip: LOS ANGELES, CA 90074-9509
If "No" please explain: Not Applicable	Contact/Phone: null702-828-3932
	Vendor No.: T81026920AN
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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	4.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	96.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Department of Public Safety staff began negotiating the contract scope of work with Washoe County and Las Vegas Metropolitan Police Department staff in January. Due to the need for joint approval of the scope of work, the duration of attorney reviews, and the signature process, the contract was not signed by all parties until after the June BOE agenda deadline.

Since all parties agreed to the new scope of work in this contract, delay in future contract review and approval is not anticipated.

3. Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Breath Alcohol Test**

5. Purpose of contract:

This is a new interlocal contract to provide breath alcohol testing regulations for intoxication services required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Clark, Esmeralda, Lincoln and Nye. The services include certified personnel to maintain evidential breath testing devices; equipment calibration, repair, and maintenance; and training and certification of forensic analysts of alcohol and breath test instructors/operators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$446,407.00**

Payment for services will be made at the rate of \$218,827.00 per Fiscal Year 2012

Other basis for payment: \$227,580.00 - Fiscal Year 2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Mandated by NRS 484C 600-640 and NAC 484.590-715.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees or agencies who provide this service.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal contract. This is the only contractor that provides this service in Southern Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with the Department of Public Safety. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vnowling	03/18/2011 15:29:49 PM
Division Approval	jdibasil	06/02/2011 14:31:41 PM
Department Approval	mteska	06/07/2011 14:21:20 PM
Contract Manager Approval	jbauer	06/07/2011 14:33:57 PM
Budget Analyst Approval	jmurph1	06/10/2011 10:56:55 AM
Team Lead Approval	jmurph1	06/10/2011 10:56:59 AM
BOE Agenda Approval	jmurph1	06/10/2011 10:57:03 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Chris Perry
Acting Director

Mark Teska
Administrator

Administrative Services Division

555 Wright Way
Carson City, NV 89711
Telephone (775) 684-4698 • Fax (775) 684-4502

TO: Andrew Clinger, Director, Department of Administration
THRU: Julie Strandberg, Budget Analyst, Department of Administration
FROM: Jennifer Bauer, Contracts Manager
RE: Retroactive Interlocal Contract
DATE: June 2, 2011

Attached is a retroactive interlocal contract between the Department of Public Safety and the Las Vegas Metropolitan Police Department, Forensic Laboratory.

Pursuant to the requirements set forth in NRS 484C 600-640 and NAC 484.590-715 for the Committee on Testing for Intoxication, the Department of Public Safety, Director's Office, contracts with the Las Vegas Metropolitan Police Department, Forensic Laboratory, to provide in pertinent part: forensic analysts of alcohol; calibration/repair/maintenance of breath testing devices; and training/certification of forensic analysts of alcohol and breath instructors/operators, in various counties in southern Nevada.

In an attempt to secure identical services throughout the state, the Department of Public Safety staff began negotiating the contract scope of work with the Las Vegas Metropolitan Police Department and Washoe County staff in January, 2011. Due to the need for joint approval and in consideration of revisions, the duration of attorney reviews, and the final respective board's approval of each entity, the signature approvals by all parties were not obtained until after the June BOE deadline.

Based on the combined effort to agree upon an acceptable scope of work for all parties involved, a delay in future contract review and approval is not anticipated.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12000**

Agency Name: DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name: WASHOE, COUNTY OF
Agency Code: 650	Contractor Name: WASHOE, COUNTY OF
Appropriation Unit: 4713-22	Address: WASHOE COUNTY SHERIFFS OFFICE
Is budget authority available?: Yes	911 PARR BLVD
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89512-1000
	Contact/Phone: null775-328-2810
	Vendor No.: T40283400R
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

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	6.10 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
<input checked="" type="checkbox"/> Highway Funds	93.90 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Department of Public Safety staff began negotiating the contract scope of work with Washoe County and Las Vegas Metropolitan Police Department staff in January. Due to the need for joint approval of the scope of work, the duration of attorney reviews, and the signature process, the contract was not signed by all parties until after the June BOE agenda deadline.

Since all parties agreed to the new scope of work in this contract, delay in future contract review and approval is not anticipated.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Breath Alcohol Test**

5. Purpose of contract:

This is a new interlocal agreement to provide breath alcohol testing for intoxication services required by NRS, NAC, and the Committee on Testing for Intoxication in the counties of Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe and White Pine. The services include certified personnel to maintain evidential breath testing devices; equipment calibration, repair, and maintenance; and training and certification of forensic analysts of alcohol and breath test instructors/operators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$516,080.00**

Payment for services will be made at the rate of \$258,040.00 per fiscal year, upon receipt of invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Mandated by NRS 484C 600-640 and NAC 484.590-.715

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees or agencies who provide this service.

9. Were quotes or proposals solicited?

No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal Contract. This is the only contractor that provides this service in Northern Nevada.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with the Department of Public Safety and service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	vnowling	03/18/2011 15:14:32 PM
Division Approval	pbowers	05/20/2011 11:04:58 AM
Department Approval	mteska	05/24/2011 14:08:29 PM
Contract Manager Approval	jbauer	05/24/2011 14:18:59 PM
Budget Analyst Approval	jstrandb	06/10/2011 08:12:03 AM
Team Lead Approval	jmurph1	06/10/2011 08:14:26 AM
BOE Agenda Approval	jmurph1	06/10/2011 08:14:29 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Chris Perry
Acting Director

Mark Teska
Administrator

Administrative Services Division

555 Wright Way
Carson City, NV 89711
Telephone (775) 684-4698 • Fax (775) 684-4502

TO: Andrew Clinger, Director, Department of Administration
THRU: Julie Strandberg, Budget Analyst, Department of Administration
FROM: Jennifer Bauer, Contracts Manager 
RE: Retroactive Interlocal Contract
DATE: May 23, 2011

Attached is a retroactive interlocal contract between the Department of Public Safety and the Washoe County Sheriff's Office, Forensic Science Division.

Pursuant to the requirements set forth in NRS 484C 600-640 and NAC 484.590-715 for the Committee on Testing for Intoxication, the Department of Public Safety, Director's Office, contracts with the Washoe County Sheriff's Office, Forensic Science Division, to provide in pertinent part: forensic analysts of alcohol; calibration/repair/maintenance of breath testing devices; and training/certification of forensic analysts of alcohol and breath instructors/operators, in various counties in northern Nevada.

In attempt to secure identical services throughout the State, the Department of Public Safety staff began negotiating the contract scope of work with Washoe County and Las Vegas Metropolitan Police Department staff in January, 2011. Due to the need for joint approval and in consideration of revisions, the duration of attorney reviews, and the final respective board's approval of each entity, the signature approvals by all parties were not obtained until after the June BOE deadline.

Based on the combined effort to agree upon an acceptable scope of work for all parties involved, a delay in future contract review and approval is not anticipated.

Your consideration in approval of this contract is greatly appreciated. If you have questions or if I can be of assistance in any way, please contact me.

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: CONV3569	Amendment Number: 1
Agency Name: WILDLIFE DIVISION	Legal Entity Name: The Nature Conservancy
Agency Code: 702	Contractor Name: The Nature Conservancy
Appropriation Unit: 1511-91	Address: 3380 West Sahara Ave., Ste 120
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: null7753224990
	Vendor No.: T81085675
	NV Business ID: NV19621000306

To what State Fiscal Year(s) will the contract be charged? **2007-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	75.00 %	X Bonds	25.00 % Question 1 Bond Funds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **07-32**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/28/2006**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **6 years and 5 days**

4. Type of contract: **Sub-grant**

Contract description: **Professional Services**

5. Purpose of contract:

This is the first amendment to the original contract under the federal Landowner Incentive Program to build a boardwalk to provide visitor access while protecting the Nature Conservancy Torrance Ranch meadow/wetlands habitat. This amendment increases the maximum amount from \$40,000 to \$95,993 since the private company that was to donate building material went out of business and those costs are now incorporated into the contract.

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:	\$55,992.67
4. New maximum contract amount:	\$95,992.67

II. JUSTIFICATION

7. What conditions require that this work be done?

The NV Department of Wildlife Landowner Incentive Program (NDOW-LIP) uses federal funds (up to 75%) and matching funds (up to 25%) to provide funding and technical support to private landowners in order to protect habitat and terrestrial and aquatic species that are a focus of the Nevada Wildlife Action Plan. The boardwalk which will be 500 feet long by 5 feet wide will protect sensitive wildlife habitat important to Oasis Valley speckled dace and the Amargosa toad. Habitat modification during the construction of the boardwalk will maintain open water flow.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project is outside the normal scope of resource management activities performed by NDOW and 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?

The Purchasing Division has determined that Landowner Incentive Program contracts by their nature (contracts with the landowner; federal funding incentive for action by the landowner) should not be the subject of bidding and do not require solicitation waivers. For these same reasons, the term being more than four years does not create an issue and does not contravene SAM 0338.

d. Last bid date: Anticipated re-bid date:

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NDOW has partnered with TNC on other conservation projects and the quality of work has been satisfactory.

- 13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is 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	06/03/2011 13:58:18 PM
Division Approval	mkrumena	06/03/2011 13:58:21 PM
Department Approval	mkrumena	06/03/2011 13:58:24 PM
Contract Manager Approval	mkrumena	06/03/2011 13:58:26 PM
Budget Analyst Approval	kkolbe	06/09/2011 11:15:42 AM
Team Lead Approval	jmurph1	06/09/2011 12:20:36 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:20:41 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12284**Agency Name: **WILDLIFE**Agency Code: **702**Appropriation Unit: **4457-28**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: LINCOLN, COUNTY OF

Contractor Name: **LINCOLN, COUNTY OF**Address: **Lincoln County Advisory Board
PO BOX 90**City/State/Zip: **PIOCHE, NV 89043**

Contact/Phone: null775/962-5805

Vendor No.: T40267400

NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Heritage Fund

Agency Reference #: 12-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Interlocal Agreement**Contract description: **Lincoln chaining**

5. Purpose of contract:

This is a new interlocal agreement for removal of pinyon and juniper trees that are a threat to wildlife habitat in an area of Lincoln County. The areas were previously cleared, but pinyon and juniper have re-invaded. These areas provide a necessary component of wildlife habitat primarily for mule deer and elk. If nothing is done thousands of acres of habitat will be lost as the trees crowd out forage. This project was selected competitively by the Nevada Board of Wildlife Commissioners under Nevada's Heritage program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Other basis for payment: Receipt of official invoice with detailed documentation and project manager approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an approved Wildlife Heritage Trust Account project. This statutory program provides funds each year for approved wildlife projects. If a submitted project proposal fits the guidelines of the program, that project might be selected for funding through the Heritage account. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

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. Funds are awarded upon Board of Wildlife Commission 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:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Any individual or organization can submit a proposal for project funding. Once all project proposals are received they are reviewed and ranked by the Wildlife Heritage Committee, and then final approvals are given by the Board of Wildlife Commissioners. This contract was awarded pursuant to NRS 501.3575 and NAC 501.320 by the Board of Wildlife Commissioners and complies with the statutory requirements.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NV Dept. of Wildlife contract with Lincoln County Tri-County Weed Control - 2008 - satisfactory performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	06/02/2011 16:50:20 PM
Division Approval	mkrumena	06/02/2011 16:50:22 PM
Department Approval	mkrumena	06/02/2011 16:50:24 PM
Contract Manager Approval	mkrumena	06/02/2011 16:50:26 PM
Budget Analyst Approval	kkolbe	06/14/2011 09:54:25 AM
Team Lead Approval	jmurph1	06/14/2011 12:23:19 PM
BOE Agenda Approval	jmurph1	06/14/2011 12:23:23 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12259**

Agency Name: **STATE LANDS**

Agency Code: **707**

Appropriation Unit: **4206-39**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Ascent Environmental Inc.**

Contractor Name: **Ascent Environmental Inc.**

Address: **PO Box 5022**

City/State/Zip: **Stateline, NV 89449**

Contact/Phone: **null916-930-3181**

Vendor No.: **T29027691A**

NV Business ID: **NV20101256921**

To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Lake Tahoe EIP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **1 year and 184 days**

4. Type of contract: **Contract**

Contract description: **Consulting Services**

5. Purpose of contract:

This is a new contract to provide professional engineering/architectural services to update the 1990 Lake Tahoe Nevada State Park General Management Plan (GMP). The contractor will prepare draft and final versions of the GMP in accordance with the established State Parks policy for GMPs, develop up to three alternatives, and coordinate the public scoping process.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$275,340.00**

Other basis for payment: Payments will be made based on a percentage of each task completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The GMP will be used to develop projects that are part of the Lake Tahoe Environmental Improvement Program, which includes specific programs to improve recreation opportunities and protect natural resources in Lake Tahoe.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of State Parks does not have the staff resources, equipment or time to complete this type of work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

RFP executed by the agency and this contractor was chosen because they scored highest in the cumulative RFP scoring.

This contract does not require an RFP be executed by the State Purchasing Division in accordance with 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: 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	cmoriart	05/27/2011 10:17:12 AM
Division Approval	cmoriart	05/27/2011 10:17:17 AM
Department Approval	abrook1	05/27/2011 10:56:05 AM
Contract Manager Approval	cmoriart	05/31/2011 13:13:23 PM
Budget Analyst Approval	jrodrig9	06/21/2011 16:40:29 PM
Team Lead Approval	jmurph1	06/22/2011 08:12:32 AM
BOE Agenda Approval	jmurph1	06/22/2011 08:12:36 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12317**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-50**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BROADBENT & ASSOCIATES INC**Contractor Name: **BROADBENT & ASSOCIATES INC**Address: **2000 KIRMAN AVE**City/State/Zip: **RENO, NV 89502**Contact/Phone: **Douglas G. Guerrant 775/322-7969**Vendor No.: **T80989610B**NV Business ID: **NV19891031637**To what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **DEP# 11-038 RFP # 1876**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2011**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2012**Contract term: **1 year and 134 days**4. Type of contract: **Contract**Contract description: **Archaeological Svcs**

5. Purpose of contract:

This is a new contract to provide historic Comstock Mill site identification, documentation and evaluation of cultural resources at a level sufficient to satisfy all intents and purposes of the National Historical Preservation Act, the Archaeological Resources Protection Act and the State Historic Preservation Office.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$242,449.00**

Payment for services will be made at the rate of \$0.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Environmental Protection (NDEP) has identified a tentative list of 236 mill sites and has approximate (not field verified) coordinated locations for them. The NDEP also has a list of 32 additional mill sites that were unable to be located on a map. The accuracy of some locations is in question (others are simply unknown at this time) and this project will hopefully resolve all mill site locations and allow the production of an accurate GIS point layer of all Comstock Mill Sites.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Environmental Protection has neither the staff nor the expertise to accomplish this project.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 was scored highest by an evaluation committee in a competitive selection process.

d. Last bid date: 04/21/2011 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:

1. 1995-1998 NDOT
2. 2004-2008 NDEP and
3. 2006-2010 NDEP

13. Is the contractor currently involved in litigation with the State 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	lfleming	06/07/2011 14:19:34 PM
Division Approval	jnajima	06/07/2011 15:18:03 PM
Department Approval	jnajima	06/07/2011 15:18:09 PM
Contract Manager Approval	sdecrona	06/15/2011 14:52:18 PM
Budget Analyst Approval	jrodrig9	06/15/2011 16:34:29 PM
Team Lead Approval	cwatson	06/20/2011 08:26:43 AM
BOE Agenda Approval	cwatson	06/20/2011 08:26:49 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: 11484	Amendment Number: 1
Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: BENNETT, JOY DBA
Agency Code: 810	Contractor Name: BENNETT, JOY DBA
Appropriation Unit: 4735-04	Address: JANITORIAL SVCS BY JOY BENNETT PO BOX 151396
Is budget authority available?: Yes	City/State/Zip: ELY, NV 89315
If "No" please explain: Not Applicable	Contact/Phone: Joy Bennett 775/289-4809
	Vendor No.: T81105415
	NV Business ID: NV20101244038

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 %
X Highway Funds	100.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2010**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/30/2011**

Contract term: **3 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is the first amendment to the original contract, which provides the janitorial service at the Ely DMV facility. This amendment extends the termination date from July 30, 2011 to July 30, 2014 and increases the maximum amount from \$6,269 to \$28,289 due to the extension of 2 additional years.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$6,269.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$22,020.00
4. New maximum contract amount:	\$28,289.00
and/or the termination date of the original contract has changed to:	07/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

State offices must be kept clean.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no state employees in the area to provide this service.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract was supposed to be an amendment but due to the original data not converting properly in CETS when the initial download was completed from Purchasing, it was placed on the contract form.

d. Last bid date: 02/01/2006 Anticipated re-bid date: 05/01/2014

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:

Currently contracted with DMV-Service has been satisfactory. DPS-Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	06/01/2011 10:58:33 AM
Division Approval	cmunoz	06/01/2011 10:58:36 AM
Department Approval	dcook	06/01/2011 17:05:20 PM
Contract Manager Approval	hazevedo	06/02/2011 09:49:37 AM
Budget Analyst Approval	cwatson	06/17/2011 14:50:55 PM
Team Lead Approval	cwatson	06/17/2011 14:50:59 PM
BOE Agenda Approval	cwatson	06/17/2011 14:51:03 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: **12445**

Agency Name: **DEPT OF MOTOR VEHICLES**

Agency Code: **810**

Appropriation Unit: **4744-14**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **INTELLECTUAL TECHNOLOGY INC**

Contractor Name: **INTELLECTUAL TECHNOLOGY INC**

Address: **1926 KELLOGG AVE STE A**

City/State/Zip: **CARLSBAD, CA 92008**

Contact/Phone: **null760/476-9100**

Vendor No.: **T27006453**

NV Business ID: **NV20101412115**

To what State Fiscal Year(s) will the contract be charged? **2012-2022**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Fee Funds

Agency Reference #: **RFP #1888**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **08/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2022**

Contract term: **10 years and 245 days**

4. Type of contract: **Contract**

Contract description: **DMV Kiosks**

5. Purpose of contract:

This is a new contract to provide for the installation, maintenance and operation of kiosks available for public use. The DMV kiosks will allow the public to perform various DMV transactions and miscellaneous functions to alleviate the need for the public to interact with DMV personnel.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$27,591,949.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Senate Bill 441 of the 2001 Legislative Session.

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 equipment or 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?

Upon thorough review and evaluation of proposals, this vendor was the highest scored proposal by the evaluation committee.

d. Last bid date: 03/16/2011 Anticipated re-bid date: 03/01/2021

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 DMV.

13. Is the contractor currently involved in litigation with the State 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	csthil	07/07/2011 15:51:05 PM
Division Approval	csthil	07/07/2011 15:51:08 PM
Department Approval	dcook	07/07/2011 15:58:21 PM
Contract Manager Approval	hazevedo	07/07/2011 16:06:46 PM
Budget Analyst Approval	cwatson	07/11/2011 09:29:25 AM
Team Lead Approval	cwatson	07/11/2011 09:29:29 AM
BOE Agenda Approval	cwatson	07/11/2011 09:29:34 AM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Bruce H. Breslow
Director

555 Wright Way
Carson City, Nevada 89711-0900
Telephone (775) 684-4368
www.dmvnv.com

RECEIVED
JUL 07 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

June 29, 2011

RE: Next Generation Kiosk Request for Proposal – Contract Term

The Department requested a 4-year contract with the option of three 2-year renewal options for a potential contract term of ten (10) years in the Next Generation Kiosk Request for Proposal. Potential vendors were asked to provide pricing based on a 4-year, 7-year, and 10-year contract. Although the terms of the contract with the potential vendor remain confidential until the notification of award letter is issued, we are submitting for your review and consideration the terms which the Department believes will ensure that a 10-year contract will not deter new technologies or transactions:

1. Section 3.1.2 of the Request for Proposal Scope of Work requires the vendor to provide all existing transactions as well as "Other Transactions to be Determined." Vendor response: *"(Vendor) kiosks shall continue to provide existing transaction types as well as any additional transactions deemed feasible by (Vendor) and the DMV."*
2. Section 3.2.2 of the Request for Proposal Scope of Work outlines the DMV's vision for the kiosk program, including the expansion of kiosks as well as new transactions. Vendor response: *"(Vendor) recognizes and shares the DMV's vision for this program and appreciates the DMV's approach to offering not just vehicle registration renewals or reinstatements, but also the ability to process duplicate registrations/decals, renew driver licenses and driver histories as well. (Vendor) will welcome opportunities to expand the SST/Kiosk services as requested by the DMV. It is (Vendor's) goal to form a long term relationship with the DMV by working closely with the DMV as a partner to ensure the current and future success of the program."*
3. Section 3.2.9 of the Request for Proposal Scope of Work states vendor shall ensure the system architecture is scalable and designed to easily and inexpensively accommodate changes (future transactions, products, upgrades, and features) resulting from DMV business rules, workflows, and legislation at no additional cost. Vendor response: *"(Vendor) has designed the SST/Kiosk program to be scalable at all levels including mechanical, software design, database, infrastructure, and support levels. (Vendor) has designed all components in a modular fashion to allow for expansion of services in the future or to accommodate change requests necessitated by changes due to legislation, workflow, or business rules at no additional cost."*
4. Item "g" of the negotiated items (Attachment CC of the Contract) states, *"Throughout the term of the contract if kiosks become obsolete, (Vendor) agrees to upgrade/replace at no charge to the State."*

The Department's relationship with self-service terminal/kiosk vendors has historically been one of cooperation with mutually agreed upon upgrades and functionalities. The specifications in the contract also require the vendor to interface with current DMV applications for transaction processing. Once a transaction has been developed, tested, and proven on the Web, the natural progression is to add it to the kiosk; however, this does not preclude other non-Web transactions from being added.

With the passage of SB441, the kiosk program is becoming self-funded. The fees paid to the vendor will be added to the cost of each transaction and paid by the customer. In addition, this funding mechanism will allow the Department to deploy up to 80 kiosks in neighborhoods, business centers, and rural communities at no cost to the State. The Department will also have the ability to add new transactions such as driver's license and identification card renewals and duplicates, which will help to further reduce wait times.

The proposed fees for the 4-year contract would be \$4 for a vehicle registration renewal (the most utilized transaction) and \$1 for all non-registration transactions. The negotiated fees based on a 10-year contract will be \$3 for a vehicle registration and \$1 for all non-registration transactions. The Department does not provide start-up costs for the self-service terminals. These expenses are borne by the vendor who can then amortize the costs over the term of the contract and, thereby, reduce the costs. The fees will be established in regulations.

The Department has also had high-level discussions with other state agencies who have expressed a willingness to explore adding some of their services and transactions to the DMV kiosks. With the new self-funded approach to this program, the addition of transactions is mutually beneficial to the State, the vendor, and the citizens of Nevada.

Based on the above, it is our belief the ability to extend the contract term is in the best interest of the State. We also believe the vendor has expressed and demonstrated its dedication to working with the Department to expand transaction selections. For these reasons, we respectfully request your approval of the 10-year contract term.

Attachment CC – Negotiated Items

Intellectual Technology, Inc. (ITI) agrees to the following:

Technical Proposal:

- a) Section 3.1.3 Project Objectives: In addition to the existing self-service terminals, ITI will deploy up to 40 additional terminals each of the first two (2) years of the contract term.
- b) Section 3.8.6.1 Warranty and Maintenance of Software: ITI will warrant all software products supplied or developed under this contract for the term of the contract.
- c) Section 3.8.6.6 Vendor’s Maintenance Point of Contact: ITI will provide call service hours from 3:00 a.m. to 9:00 p.m. PST with an on call system from 9:00 p.m. to 3:00 a.m.
- d) Section 3.9.1.1 Project Plan: ITI will provide escalation procedures by April 1, 2012 and Version one (1) of a single source functional specification document to be approved by contractor and agency prior to April 1, 2012.
- e) Section 3.9.4.2 Education and Training: ITI will develop and provide a policy and procedure manual for distribution to locations where kiosks will be utilized.
- f) All advertising or promotional content must be approved and signed off by the DMV appointed authority prior to release to the public.
- g) Throughout the term of the contract if kiosks become obsolete ITI agrees to upgrade/replace at no charge to the State.
- h) ITI will take the lead in securing partner locations, which shall be approved by the DMV Site Selection Subcommittee.

Cost Proposal is revised as follows:

- a) Transactions which include printing of decals are charged a \$3.00 fee per successful transaction.
- b) Transactions that do not include the printing of decals are charged a \$1.00 fee per successful transaction.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title
Signature- State of Nevada	Date	Title

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: **CONV5447** Amendment Number: **2**
 Agency Name: **REHABILITATION DIVISION** Legal Entity Name: **Jenson Total Services**
 Agency Code: **901** Contractor Name: **Jenson Total Services**
 Appropriation Unit: **3253-10** Address: **2880 N Commerce Street**
 Is budget authority available?: **Yes** City/State/Zip: **North Las Vegas, NV 89030**
 If "No" please explain: **Not Applicable** Contact/Phone: **Jim Jenson 702-396-4000**
 Vendor No.: **T29005698**
 NV Business ID: **NV19991356528**

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprises Set-Aside

Agency Reference #: **1217-10-BEN**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/27/2008**
 Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **4 years and 4 days**

4. Type of contract: **Contract**
 Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:
This is the second amendment to the original contract, which provides maintenance and repair services for heating, ventilating and air conditioning units, commercial refrigeration units, and building maintenance services for all Southern Nevada Business Enterprises of Nevada facilities. This amendment increases the maximum amount from \$66,000 to \$86,000 due to an increased volume of services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,000.00
2. Total amount of any previous contract amendments:	\$57,000.00
3. Amount of current contract amendment:	\$20,000.00
4. New maximum contract amount:	\$86,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
 The Business Enterprises of Nevada program has a substantial inventory of equipment at various locations that need on-going maintenance and repair.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 This work requires specialization in heating, ventilating and air conditioning units and commercial refrigerated units.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This is an amendment to an existing contract and one in a pool of vendors.

d. Last bid date: 03/03/2008 Anticipated re-bid date: 01/03/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been providing satisfactory work for the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada since June 2008.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	04/27/2011 07:03:28 AM
Division Approval	tnash	04/27/2011 11:37:06 AM
Department Approval	tnash	04/27/2011 11:37:10 AM
Contract Manager Approval	bfor1	05/17/2011 14:35:35 PM
Budget Analyst Approval	knielsen	05/26/2011 08:54:05 AM
Team Lead Approval	cwatson	06/17/2011 14:49:02 PM
BOE Agenda Approval	cwatson	06/17/2011 14:49:06 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: 11426	Amendment Number: 1
Agency Name: REHABILITATION DIVISION	Legal Entity Name: EASTER SEALS SOUTHERN
Agency Code: 901	Contractor Name: EASTER SEALS SOUTHERN
Appropriation Unit: 3265-09	Address: NEVADA
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: Tina Jeeves 702/870-7050
	Vendor No.: T80571570
	NV Business ID: NV19761001232

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 1571-12-BVR/BSBVI

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 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2011**

Contract term: **1 year and 30 days**

4. Type of contract: **Contract**

Contract description: **ARRA-Employment**

5. Purpose of contract:

This is the first amendment to the original contract, which utilizes American Recovery and Reinvestment Act funds to provide for the employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting. This amendment amends the terms and conditions of the contract and decreases the maximum amount from \$511,076 to \$300,000 due to the decreased number of placements per the contract terms.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$511,076.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$211,076.00
4. New maximum contract amount:	\$300,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The American Recovery and Reinvestment Act of 2009.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained and don't have the expertise to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The Request for Application was administered by the Rehabilitation Division and from the four vendors that submitted proposals, contracts were awarded to three of them per the evaluation committee's recommendation. Awarded vendors were Churchill Association for Retarded Citizens doing business as Fallon-Fernley Industries, Easter Seals of Southern Nevada and Greener Vegas.

d. Last bid date: 06/10/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Easter Seals Southern Nevada is currently under contract with the Department of Employment, Training and Rehabilitation Division providing weatherization worker training. It has been verified that Easter Seals has been performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jmacnab	04/28/2011 13:12:31 PM
Division Approval	mmason	05/31/2011 13:46:33 PM
Department Approval	tnash	06/07/2011 11:31:58 AM
Contract Manager Approval	bfor1	06/07/2011 12:35:21 PM
Budget Analyst Approval	knielsen	06/08/2011 13:50:35 PM
Team Lead Approval	cwatson	06/20/2011 08:13:31 AM
BOE Agenda Approval	cwatson	06/20/2011 08:13:35 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: 11427	Amendment Number: 2
Agency Name: REHABILITATION DIVISION	Legal Entity Name: Greener Vegas, Inc.
Agency Code: 901	Contractor Name: Greener Vegas, Inc.
Appropriation Unit: 3265-09	Address: Repurpose America 4606 Andrews St Ste 1
Is budget authority available?: Yes	City/State/Zip: North Las Vegas, NV 89081
If "No" please explain: Not Applicable	Contact/Phone: Zachary Delbex 702-431-8037
	Vendor No.: T29024244
	NV Business ID: NV20071075620

To what State Fiscal Year(s) will the contract be charged? **2011-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1572-12-BVR/BSBVI**

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 **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2011**

Contract term: **1 year and 30 days**

4. Type of contract: **Contract**

Contract description: **ARRA-Employment**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the employment of individuals with disabilities and/or the most significant disabilities in an integrated work setting including a provision the vendor will sustain the employment of these individuals after the American Recovery and Reinvestment Act funding has ceased. This amendment increases the maximum amount from \$360,000 to \$549,044 due to an increased number of placements of individuals with disabilities.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$360,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$189,044.00
4. New maximum contract amount:	\$549,044.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The American Recovery and Reinvestment Act of 2009.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State Employees are not trained and don't have the expertise to perform these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This Request for Application was administered by the Rehabilitation Division and from the four vendors that submitted proposals, contracts were awarded to three of them per the RFA evaluation committee's recommendation. Awarded vendors were Churchill Association for Retarded Citizens doing business as Fallon-Fernley Industries, Easter Seals of Southern Nevada and Greener Vegas Inc.

d. Last bid date: 06/10/2010 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This contractor has been under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Vocational Rehabilitation since September 2010. This contractor has been performing 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	jmacnab	05/09/2011 08:02:22 AM
Division Approval	mcol1	05/19/2011 15:49:25 PM
Department Approval	tnash	05/26/2011 12:11:01 PM
Contract Manager Approval	bfor1	05/26/2011 13:37:02 PM
Budget Analyst Approval	knielsen	06/08/2011 15:29:44 PM
Team Lead Approval	cwatson	06/20/2011 08:12:06 AM
BOE Agenda Approval	cwatson	06/20/2011 08:12:11 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12273**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: NEVADAWORKS
Agency Code: 902	Contractor Name: NEVADAWORKS
Appropriation Unit: 4770-11	Address: BLDG A
Is budget authority available?: Yes	6490 S MCCARRAN BLVD STE 1
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89509-6119
	Contact/Phone: null775/284-1338
	Vendor No.: T27003177
	NV Business ID: Government Entity
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY11-A-01

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Requesting retroactive contract to July 01, 2011 due to delay of allocation of funds from the U.S. Department of Labor.3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Nevadaworks-Adult**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to adults in Northern Nevada as required by the Workforce Investment Act: Code of Federal Regulations Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,837,461.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department normally once each week for the duration of the contract, not to exceed the contract maximum of \$1,837,461 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

CFR Part 652 et al - Governor's Designated Entity

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been contracted by DETR and the work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	tmyler	06/02/2011 16:20:25 PM
Division Approval	tnash	06/07/2011 11:30:14 AM
Department Approval	tnash	06/07/2011 11:30:17 AM
Contract Manager Approval	bfor1	06/10/2011 14:56:49 PM
Budget Analyst Approval	knielsen	06/10/2011 15:58:54 PM
Team Lead Approval	cwatson	06/17/2011 10:05:56 AM
BOE Agenda Approval	cwatson	06/17/2011 10:06:00 AM
BOE Final Approval	Pending	

EMPLOYMENT
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BRIAN SANDOVAL
GOVERNOR

LARRY J. MOSLEY
DIRECTOR

CYNTHIA JONES
ADMINISTRATOR

MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/ Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Adult and Dislocated Worker Allotments



The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to July 1, 2011. The allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's adults and dislocated workers. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2011.

Thank you for your consideration of this request.

Attachments: Contract
Contract Summary

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: **12272**

Agency Name: EMPLOYMENT SECURITY DIVISION	Legal Entity Name: NEVADAWORKS
Agency Code: 902	Contractor Name: NEVADAWORKS
Appropriation Unit: 4770-11	Address: BLDG A
Is budget authority available?: Yes	6490 S MCCARRAN BLVD STE 1
If "No" please explain: Not Applicable	City/State/Zip: RENO, NV 89509-6119
	Contact/Phone: null775/284-1338
	Vendor No.: T27003177
	NV Business ID: Government Entity
To what State Fiscal Year(s) will the contract be charged?	2012-2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **PY11-DW-01**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date **07/2011**

Retroactive? **Yes**

If "Yes", please explain

Requesting retroactive contract to July 01, 2011 due to delay of allotment of funds from Department of Labor.

3. Termination Date: **06/30/2013**

Contract term: **2 years**

4. Type of contract: **Interlocal Agreement**

Contract description: **Nevadaworks-DW**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to dislocated workers in northern Nevada as required by the Workforce Investment Act of 1998 : Code of Federal Regulations Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,930,208.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,930,208 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Board to facilitate the required employment and training services in compliance with WIA.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

CFR Part 652 et al

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been contracted by DETR and the work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	tmyler	06/02/2011 16:22:54 PM
Division Approval	tnash	06/07/2011 11:34:28 AM
Department Approval	tnash	06/07/2011 11:34:31 AM
Contract Manager Approval	bfor1	06/10/2011 14:55:16 PM
Budget Analyst Approval	knielsen	06/10/2011 15:58:16 PM
Team Lead Approval	cwatson	06/17/2011 10:07:41 AM
BOE Agenda Approval	cwatson	06/17/2011 10:07:45 AM
BOE Final Approval	Pending	

EMPLOYMENT
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BRIAN SANDOVAL
GOVERNOR

LARRY J. MOSLEY
DIRECTOR

CYNTHIA JONES
ADMINISTRATOR

MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/ Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Adult and Dislocated Worker Allotments



The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to July 1, 2011. The allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's adults and dislocated workers. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2011.

Thank you for your consideration of this request.

Attachments: Contract
Contract Summary

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12274**Agency Name: **EMPLOYMENT SECURITY DIVISION**Agency Code: **902**Appropriation Unit: **4770-11**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADAWORKS**Contractor Name: **NEVADAWORKS**Address: **BLDG A****6490 S MCCARRAN BLVD STE 1**City/State/Zip: **RENO, NV 89509-6119**Contact/Phone: **null775/284-1338**Vendor No.: **T27003177**NV Business ID: **Government Entity**To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **PY11-Y-01**

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 07/2011

Retroactive? **Yes**

If "Yes", please explain

Requesting retroactive contract to April 01, 2011 due to delay of allotment of funds from Department of Labor.3. Termination Date: **06/30/2013**Contract term: **2 years and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **Nevadaworks-Youth**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to youth in Northern Nevada as required by the Workforce Investment Act: Code of Federal Regulation Part 652 et al.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$2,127,902.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department normally once each week for the duration of the contract, not to exceed the contract maximum of \$2,127,902 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Board to facilitate the required employment and training services in compliance with WIA.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

CFR Part 652 et al

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The contractor has been contracted by DETR and the work is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	tmyler	06/02/2011 16:23:22 PM
Division Approval	tnash	06/07/2011 11:33:04 AM
Department Approval	tnash	06/07/2011 11:33:07 AM
Contract Manager Approval	bfor1	06/10/2011 14:56:24 PM
Budget Analyst Approval	knielsen	06/10/2011 15:55:22 PM
Team Lead Approval	cwatson	06/17/2011 10:09:13 AM
BOE Agenda Approval	cwatson	06/17/2011 10:09:17 AM
BOE Final Approval	Pending	

EMPLOYMENT
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SUPPORT SERVICES



BRIAN SANDOVAL
GOVERNOR

LARRY J. MOSLEY
DIRECTOR

CYNTHIA JONES
ADMINISTRATOR

MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Youth Allotments



The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Nevadaworks retroactive to April 1, 2011. All WIA Youth funds become effective in April, however, the allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by Nevadaworks under this contract provide an important function that ensures employment and training services to northern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2011.

Thank you for your consideration of this request.

Attachments: Contract
Contract Summary

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12260**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: **7251 W LAKE MEAD BLVD STE 200**
City/State/Zip: **LAS VEGAS, NV 89128-8365**
Contact/Phone: null702/638-8750
Vendor No.: T81079028
NV Business ID: Governmental EntityTo what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY11-A-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Requesting retroactive approval to July 1, 2011 due to a delay in receiving Program Year 2011 allocation from the U.S. Department of Labor.3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **WIA Adult Allocation**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to adults in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,182,567.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$5,182,567 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract
CFR Part 652 et al

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:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	06/01/2011 08:46:18 AM
Division Approval	tnash	06/07/2011 12:31:21 PM
Department Approval	tnash	06/07/2011 12:31:24 PM
Contract Manager Approval	bfor1	06/07/2011 13:03:19 PM
Budget Analyst Approval	knielsen	06/08/2011 16:02:14 PM
Team Lead Approval	cwatson	06/17/2011 10:03:48 AM
BOE Agenda Approval	cwatson	06/17/2011 10:03:52 AM
BOE Final Approval	Pending	

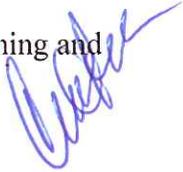
MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/ Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Adult Allotments



The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Southern Nevada Workforce Investment Board (SNWIB) retroactive to July 1, 2011. The allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by SNWIB under this contract provide an important function that ensures employment and training services to southern Nevada's adults. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2011.

Thank you for your consideration of this request.

CAJ:der

Attachments: Contract
Contract Summary

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12261**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: **7251 W LAKE MEAD BLVD STE 200**
City/State/Zip: **LAS VEGAS, NV 89128-8365**
Contact/Phone: null702/638-8750
Vendor No.: T81079028
NV Business ID: Governmental EntityTo what State Fiscal Year(s) will the contract be charged? **2012-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: PY11-DW-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

Requesting retroactive approval to July 1, 2011 due to a delay in receiving Program Year 2011 allocation from the U.S. Department of Labor.
--

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **WIA-DW Allocation**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to dislocated workers in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations part 652 et al).
--

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,943,200.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$5,943,200 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998
--

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.
--

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's designated Agency - Interlocal contract
CFR Part 652 et al

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:

Workforce Connections has been under contract with the Department of Employment, Training, and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	06/01/2011 08:46:46 AM
Division Approval	tnash	06/07/2011 12:32:25 PM
Department Approval	tnash	06/07/2011 12:32:28 PM
Contract Manager Approval	bfor1	06/07/2011 13:34:04 PM
Budget Analyst Approval	cwatson	06/17/2011 14:45:39 PM
Team Lead Approval	cwatson	06/17/2011 14:45:43 PM
BOE Agenda Approval	cwatson	06/17/2011 14:45:48 PM
BOE Final Approval	Pending	

EMPLOYMENT
SECURITY
DIVISION

WORKFORCE
INVESTMENT
SUPPORT SERVICES



BRIAN SANDOVAL
GOVERNOR

LARRY J. MOSLEY
DIRECTOR

CYNTHIA JONES
ADMINISTRATOR

MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/ Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Dislocated Worker Allotments



The Department of Employment, Training and Rehabilitation (DETR) respectfully requests approval of the attached contract with Southern Nevada Workforce Investment Board (SNWIB) retroactive to July 1, 2011. The allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by SNWIB under this contract provide an important function that ensures employment and training services to southern Nevada's dislocated workers. To avoid disruption of services, the department is requesting BOE approval effective July 1, 2011.

Thank you for your consideration of this request.

CAJ:der

Attachments: Contract
Contract Summary

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12262**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: **7251 W LAKE MEAD BLVD STE 200**City/State/Zip: **LAS VEGAS, NV 89128-8365**

Contact/Phone: null702/638-8750

Vendor No.: T81079028

NV Business ID: T81079028

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: PY11-Y-02

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 07/2011

Retroactive? **Yes**

If "Yes", please explain

Delay in receiving Program Year 2011 allocation from the U.S. Department of Labor.3. Termination Date: **06/30/2013**Contract term: **2 years and 91 days**4. Type of contract: **Interlocal Agreement**Contract description: **WIA-Youth Allocation**

5. Purpose of contract:

This is a new interlocal agreement to provide employment and training services to youth in Southern Nevada as required by the Workforce Investment Act of 1998 (Code of Federal Regulations Part 652 et al).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,760,743.00**

Other basis for payment: State will process payment when approved request for funds form is received and approved by the Department, normally once each week for the duration of the contract, not to exceed the contract maximum of \$5,760,743 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act (WIA) of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with WIA.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Governor's Designated Agency - Interlocal contract
CFR Part 652 et al

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:

Workforce Connections has been under contract with the Department of Employment, Training, and Rehabilitation since 2000 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	06/01/2011 08:47:01 AM
Division Approval	tnash	06/07/2011 12:32:54 PM
Department Approval	tnash	06/07/2011 12:32:57 PM
Contract Manager Approval	bfor1	06/10/2011 14:48:47 PM
Budget Analyst Approval	knielsen	06/10/2011 15:56:53 PM
Team Lead Approval	cwatson	06/17/2011 14:43:52 PM
BOE Agenda Approval	cwatson	06/17/2011 14:43:56 PM
BOE Final Approval	Pending	

EMPLOYMENT
SECURITY
DIVISION

WORKFORCE
INVESTMENT
SUPPORT SERVICES



BRIAN SANDOVAL
GOVERNOR

LARRY J. MOSLEY
DIRECTOR

CYNTHIA JONES
ADMINISTRATOR

MEMORANDUM

DATE: June 1, 2011

TO: Andrew Clinger, Clerk
Board of Examiners

FROM: Cynthia A. Jones, Administrator, Dept. of Employment, Training and
Rehabilitation/ Employment Security Division

SUBJECT: Retroactive Contract for Services of Interlocal Agreement
PY 2011 WIA Youth Allotments



The Department of Employment, Training and Rehabilitation respectfully requests approval of the attached contract with Southern Nevada Workforce Investment Board (SNWIB) retroactive to April 1, 2011. All WIA Youth funds become effective in April, however, the allotment information was not received from the U. S. Department of Labor until May 10, 2011. At that time, DETR was tasked with calculating the allotments for each Local Workforce Investment Board.

The services rendered by SNWIB under this contract provide an important function that ensures employment and training services to southern Nevada's youth. To avoid disruption of services, the department is requesting BOE approval effective April 1, 2011.

Thank you for your consideration of this request.

CAJ:der

Attachments: Contract
Contract Summary

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: **CONV6280** Amendment Number: **3**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **Anytime Plumbing dba Abes Plumbing**
 Agency Code: **902** Contractor Name: **Anytime Plumbing dba Abes Plumbing & Air Repair**
 Appropriation Unit: **4771-07** Address: **4505 Andrew Street**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89081**
 If "No" please explain: **Not Applicable** Contact/Phone: **Keith Jester 7023626300**
 Vendor No.: **T80725910**
 NV Business ID: **NV19991205584**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % ESD Special Fund

Agency Reference #: 1364-11-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/01/2009**
 Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **04/30/2013**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial, Building Maintenance and Repair Serv**

5. Purpose of contract:

This is the third amendment to the original contract, which provides for regular and emergency plumbing installations, repairs, and maintenance services for all needed projects for all Department of Employment, Training and Rehabilitation owned facilities. This amendment increases the maximum amount from \$17,000 to \$34,000 due to an increased need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$8,500.00
2. Total amount of any previous contract amendments:	\$8,500.00
3. Amount of current contract amendment:	\$17,000.00
4. New maximum contract amount:	\$34,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Plumbing systems need to be maintained for staff and client health

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 equipment or expertise to perform this service

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in a vendor pool

d. Last bid date: 03/01/2009 Anticipated re-bid date: 02/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor has been under contract with the Department of Employment, Training and Rehabilitation since May 2009 and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	tmyler	06/02/2011 16:25:43 PM
Division Approval	tnash	06/09/2011 09:03:12 AM
Department Approval	tnash	06/09/2011 09:03:14 AM
Contract Manager Approval	bfor1	06/09/2011 09:09:00 AM
Budget Analyst Approval	knielsen	06/14/2011 12:15:08 PM
Team Lead Approval	cwatson	06/20/2011 08:28:06 AM
BOE Agenda Approval	cwatson	06/20/2011 08:28:11 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12293**

Agency Name: **EMPLOYMENT SECURITY DIVISION**
Agency Code: **902**
Appropriation Unit: **All Appropriations**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **CAMPBELLS CUSTODIAL SRVCS INC**
Contractor Name: **CAMPBELLS CUSTODIAL SRVCS INC**
Address: **3428 WINTERHAVEN ST UNIT 101**
City/State/Zip: **LAS VEGAS, NV 89108-5055**
Contact/Phone: null702/809-4647
Vendor No.: T29023972
NV Business ID: NV20071360942

To what State Fiscal Year(s) will the contract be charged? **2012-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % All DETR budget accounts

Agency Reference #: 1654-15-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract which provides janitorial services for office and administration areas in Department of Employment, Training, and Rehabilitation Southern Nevada leased facilities. The Las Vegas locations are 3405 South Maryland Parkway, 2827 Las Vegas Boulevard North, and 1001 A Street. The Henderson location is 119 Water Street.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$169,600.00**

Other basis for payment: \$2,700 per month upon submittal of approved invoice to agency. Special janitorial services upon receipt and approval of an invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Need to maintain premises in as clean and sanitary a manner as possible for staff and public.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff is not available and does not have the correct cleaning equipment.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The contractor has the experience in performing janitorial services and was the highest scoring vendor selected by the evaluation committee.

d. Last bid date: 04/19/2011 Anticipated re-bid date: 01/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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	tmyler	06/03/2011 09:22:55 AM
Division Approval	tnash	06/07/2011 15:20:57 PM
Department Approval	tnash	06/07/2011 15:21:00 PM
Contract Manager Approval	bfor1	06/07/2011 15:26:21 PM
Budget Analyst Approval	knielsen	06/14/2011 12:36:35 PM
Team Lead Approval	cwatson	06/20/2011 08:10:47 AM
BOE Agenda Approval	cwatson	06/20/2011 08:10:51 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: **CONV3147** Amendment Number: **1**

Agency Name: **PUBLIC EMPLOYEES BENEFITS** Legal Entity Name: **Standard Insurance**

Agency Code: **950** Contractor Name: **Standard Insurance**

Appropriation Unit: **1338-08** Address: **920 SW Sixth Ave**

Is budget authority available?: **Yes** City/State/Zip: **Portland, OR 97204**

If "No" please explain: **Not Applicable** Contact/Phone: **Dina Ward 800378238986**

Vendor No.: **T29000017**

NV Business ID: **NV19971294431**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % voluntary automatic payroll deductions

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**

Anticipated BOE meeting date **07/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**

Contract term: **5 years**

4. Type of contract: **Contract**

Contract description: **Health Related Services**

5. Purpose of contract:

This is the first amendment to the original contract which provides voluntary life insurance products to PEBP participants who choose to enroll for this service, paid via automatic payroll deductions. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases the contract maximum amount from \$16,000,000 to \$20,000,000 due to continued utilization of this service.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$16,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$4,000,000.00
4. New maximum contract amount:	\$20,000,000.00

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?
This is a voluntary life insurance benefit approved by the PEBP Board.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
PEBP employees are not licensed to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen as the incumbant vendor as having the best rates and was shown to have the best coverage options for state employees and their dependents.

d. Last bid date: 07/01/2007 Anticipated re-bid date: 10/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Standard is PEBP's current vendor offering basic life insurance, voluntary short term disability insurance and voluntary life insurance. PEBP and its participants are extremely satisfied with the work this vendor does on behalf of the state and PEBP's participants.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhager	05/24/2011 09:45:13 AM
Division Approval	jhager	05/24/2011 09:45:16 AM
Department Approval	mstron1	05/24/2011 11:27:43 AM
Contract Manager Approval	mstron1	06/01/2011 08:59:03 AM
Budget Analyst Approval	jmurph1	06/09/2011 12:43:28 PM
Team Lead Approval	jmurph1	06/09/2011 12:43:31 PM
BOE Agenda Approval	jmurph1	06/09/2011 12:43:36 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: **10356** Amendment Number: **3**

Agency Name: **LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **Solari and Sturmer**

Agency Code: **BDC** Contractor Name: **Solari and Sturmer**

Appropriation Unit: **B011 - All Categories** Address: **500 Damonte Rance Parkway**

Is budget authority available?: **Yes** City/State/Zip: **Reno , NV 89521**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-850-7831**

Vendor No.:
NV Business ID: **NV19971055041**

To what State Fiscal Year(s) will the contract be charged? **2010-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	100.00 % License fees paid by contractors
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **056**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/22/2009**Anticipated BOE meeting date **07/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **3 years and 190 days**4. Type of contract: **Contract**Contract description: **Audit**

5. Purpose of contract:

This is the third amendment to the original contract, which provides audited financial statements, semiannual cash receipt testing, accounting and consultation services as needed by the Nevada State Contractors Board and a statement that the audit was performed in accordance with Statements on Standards for Accounting and Review Service issued by the American Institute of Certified Public Accountants. This amendment increases the maximum amount from \$60,000 to \$120,000 due to the increase in the term of the contract extended in amendment #2.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,999.00
2. Total amount of any previous contract amendments:	\$58,001.00
3. Amount of current contract amendment:	\$60,000.00
4. New maximum contract amount:	\$120,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires an independent accounting firm to carry out its annual financial statement audit.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Contractor is an independent Certified Public Accountant qualified to perform an independent examination of the financial accounting records for the NSCB. Contractor is familiar with applicable generally accepted accounting principles and the clients operations.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	dlumbert	06/03/2011 16:22:28 PM
Division Approval	dlumbert	06/03/2011 16:22:32 PM
Department Approval	dlumbert	06/03/2011 16:22:35 PM
Contract Manager Approval	dlumbert	06/03/2011 16:22:40 PM
Budget Analyst Approval	kkolbe	06/06/2011 08:44:25 AM
Team Lead Approval	jmurph1	06/09/2011 13:01:34 PM

