

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

LOCATION: Capitol Building
The Guinn Room
101 N. Carson Street
Carson City, Nevada

DATE AND TIME: September 13, 2011 at 10:00 a.m.

Below is an agenda of all items to be considered. **Action will be taken on items preceded by an asterisk (*).** Items on the agenda may be taken out of the order presented, 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 – APPROVAL OF THE AUGUST 15, 2011 BOARD OF EXAMINERS’ MEETING MINUTES**

***3. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL REVISIONS**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and/or revisions in the following Chapters: **2900 – Tort Claims**

***4. FOR POSSIBLE ACTION – APPROVAL TO RENEW BUILDING LEASE**

A. Department of Conservation and Natural Resources – State Lands

Pursuant to NRS 322.065, the Nevada Division of State Lands is requesting approval for renewal of a 5-year lease for occupancy of a state-owned building in Winnemucca by JOIN, Inc., a non-profit organization.

***5. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

| AGENCY NAME | # OF VEHICLES | NOT TO EXCEED: |
|--|---------------|------------------|
| Department of Corrections – Administration | 7 | \$222,446 |
| Department of Wildlife – Law Enforcement | 5 | \$119,516 |
| Total: | 12 | \$341,962 |

***6. FOR POSSIBLE ACTION – LEASES**

| BOE # | LESSEE | LESSOR | AMOUNT |
|-------|--|-------------------------|-----------|
| 1. | Board of Massage Therapy | Reno Airport Plaza, LLC | \$128,563 |
| | Lease Description: This is an extension of an existing lease and an addition to current facilities to house the Nevada State Board of Massage Therapy. Term of Lease: 09/14/2011 – 09/30/2016 | | |
| 2. | Department of Business and Industry Nevada Transportation Authority | Reno Airport Plaza, LLC | \$123,827 |
| | Lease Description: This is an extension of an existing lease to house the Nevada Transportation Authority. Term of Lease: 10/01/2011 – 09/30/2016 | | |
| 3. | Department of Health and Human Services – Mental Health and Developmental Services – Rural Services | Roderick Living Trust | \$279,931 |
| | Lease Description: This is the second amendment to an existing lease to include the cost of remodeling the current facility used by the Division of Mental Health and Developmental Services, Rural Clinics, Yerington Nevada. Term of Lease: 01/01/2007 – 12/31/2011 | | |

***7. FOR POSSIBLE ACTION – CONTRACTS**

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|--------|---|--|-------------------------|-----------|---|
| 1. | 010 | GOVERNOR'S OFFICE - WASHINGTON DC OFFICE | MCGINNESS, RYAN DBA DISTRICT STRATEGIES, LLC | OTHER: AGENCY TRANSFERS | \$432,388 | |
| | | Contract Description: This is a new ongoing contract to serve the Governor as an advocate and representative for the State of Nevada in his Washington, D.C. Office, responsible for identifying, monitoring and providing information on selected federal issue of high priority. Term of Contract: 10/01/2011 - 06/30/2013 Consultant: NO Contract # 12578 | | | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|---|--|---------------------|--|
| 2. | 011 | GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION | BOARD OF REGENTS OBO NEVADA SYSTEM OF HIGHER EDUCATION, UNR | FEDERAL | \$288,044 | |
| | Contract Description: | This is the third amendment to the original contract, which provides the next phase in adopting the 2009 International Energy Conservation Code (IECC) throughout Nevada. The next phase focuses on compliance assessment to measure the current level of compliance to the 2009 IECC in Southern Nevada and the 2006 IECC in northern Nevada. This amendment allows the Nevada State Office of Energy to obtain actual cost and sample information per building type and size. This amendment extends the termination date from December 31, 2011 to March 15, 2012 and increases the maximum amount from \$289,502.19 to \$577,546.19 to allow for sampling testing, advanced training, and IECC certifications. This amendment also reassigns the contract from the Renewable Energy and Energy Efficiency Authority, which no longer exists, to the Nevada State Office of Energy. | | | | |
| | | Term of Contract: | 08/11/2010 - 03/15/2012 | Consultant: NO | Contract # 11370 | |
| 3. | 011 | GOVERNOR'S OFFICE - STATE ENERGY OFFICE - ENERGY CONSERVATION | PURCELL KROB ELECTRICAL PROF, PK ELECTRICAL, INC. | FEDERAL | \$47,300 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the first amendment to the original contract, which provides electrical engineering drawings and specifications for replacement/retrofit of inefficient lighting at various state buildings through SPWB Project No. 10-A002; Contract No. 5923. This amendment increases the maximum amount of the contract from \$50,000 to \$97,300 and increases the scope of work. | | | | |
| | | Term of Contract: | 03/08/2011 - 06/30/2014 | Consultant: NO | Contract # 11874 | |
| 4. | 030 | ATTORNEY GENERAL'S OFFICE - ADMINISTRATIVE FUND | PACER SERVICE CENTER | GENERAL 54% OTHER: CHARGES FOR SERVICES 46% | \$26,500 | SOLE SOURCE |
| | Contract Description: | This is the second amendment to the original contract, which provides on-line access to federal electronic court records. This amendment increases the maximum amount from \$20,000 to \$46,500 due to the continuing need to have access to these records for the additional two (2) years set forth in the first amendment. | | | | |
| | | Term of Contract: | 07/01/2009 - 06/30/2013 | Consultant: NO | Contract # CONV6294 | |
| 5. | 030 | ATTORNEY GENERAL'S OFFICE - UNFAIR TRADE PRACTICES-Non-Exec | AUBERTINE DRAPER ROSE, LLP | OTHER: ATTORNEY/RECOVERY FEES | \$360,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the first amendment to the original contract, which provides professional services as an expert witness and litigation assistance for cases and matters relating to unfair trade practices and federal antitrust matters. This amendment increases the maximum amount of the contract from \$235,000 to \$595,000 due to an increased volume of cases. | | | | |
| | | Term of Contract: | 07/01/2010 - 06/30/2014 | Consultant: NO | Contract # 11109 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|-------------------------------|-------------------------------------|------------------|---|
| 6. | 030 | ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND | CHARLES V. WETLI | OTHER: INSURANCE PREMIUM TRUST FUND | \$25,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide expert witness services in the defense of a current potential lawsuit and possible future lawsuits. Dr. Wetli is a foremost lecturer on Forensic Pathology for medical, legal, and law enforcement organizations, particularly in the area of drug related deaths and deaths in police custody. Dr. Wetli will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the presentation of trial and presentation of evidence. | | | | |
| | | Term of Contract: | 07/12/2011 - 06/30/2014 | Consultant: NO | Contract # 12471 | |
| 7. | 030 | ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND | GARY VILKE, MD | OTHER: INSURANCE PREMIUM TRUST FUND | \$25,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide expert witness services in the defense of a current potential lawsuit and possible future lawsuits. Dr. Vilke has given numerous presentations on a variety of topics in Forensic Pathology, particularly in the area of pre-hospital care and restraint position physiology, along with electronic control devices and reported cardiac capture. Dr. Vilke will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the preparation of trial and presentation of evidence. | | | | |
| | | Term of Contract: | 07/12/2011 - 06/30/2014 | Consultant: NO | Contract # 12481 | |
| 8. | 030 | ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND | GREG MEYER | OTHER: INSURANCE PREMIUM TRUST FUND | \$25,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide police tactics and risk management expertise in preparation for potential lawsuits. Dr. Meyer will provide police tactics and risk management expertise related to issues of policy, training, equipment, tactics, supervision and will review processes with a focus on injury reduction during lethal and nonlethal encounters. Dr. Meyer will review pertinent documents, records, and reports and participate in trial preparation, provide his expert opinion and possibly present testimony and evidence. | | | | |
| | | Term of Contract: | 07/12/2011 - 06/30/2014 | Consultant: NO | Contract # 12514 | |
| 9. | 030 | ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND | JOHN G. PETERS | OTHER: INSURANCE PREMIUM TRUST FUND | \$25,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract for an expert witness to assist the Office of the Attorney General in defense of a current potential lawsuit and possible future lawsuits. Dr. Peters has testified on shooting avoidance and alternatives to deadly force and on standards for discipline, internal affairs procedures, (in) adequate punishment. Dr. Peters will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the preparation of trial and presentation of evidence. | | | | |
| | | Term of Contract: | 07/12/2011 - 06/30/2014 | Consultant: NO | Contract # 12485 | |
| 10. | 030 | ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND | PARK DIETZ & ASSOCIATES, INC. | OTHER: INSURANCE PREMIUM TRUST FUND | \$25,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide forensic pathology expertise in preparation for pending/potential lawsuits against the State of Nevada. Park Dietz and Associates will provide the office their experience and expertise in the area of forensic pathology by reviewing documents, records, research and reports and possibly present evidence for depositions and trials. | | | | |
| | | Term of Contract: | 07/12/2011 - 06/30/2014 | Consultant: NO | Contract # 12498 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|--|---|-----------|---|
| 11. | 040 | SECRETARY OF STATE'S OFFICE | TERA AMES | GENERAL | \$50,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to evaluate system and data managed by the Office of the Secretary of State as it relates to business filings. The contractor will: identify unlicensed or improperly licensed businesses; assist in investigative matters related to non-compliance; develop verification and compliance processes and programs pursuant to regulatory and statutory authority; and provide recommendations for further changes related to compliance. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2012 | Consultant: NO | Contract # 12560 | | |
| 12. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | SIERRA FLOOR COVERING, INC. | FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES | \$90,001 | |
| | Contract Description: | This is the first amendment to the original contract which enables the contractor to submit bids for the provision of carpet and flooring materials and repairs of carpet and flooring materials for various state buildings in Reno and Carson City. This amendment increases the maximum amount of the contract from \$9,999 to \$100,000. | | | | |
| | Term of Contract: | 07/25/2011 - 06/30/2015 | Consultant: NO | Contract # 12476 | | |
| 13. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | SUMMIT PLUMBING CO., LLC | FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES | \$20,000 | |
| | Contract Description: | This is a new ongoing contract to provide plumbing services, to include pumping, heating, drain cleaning, air conditioning, wet well pumping, backflow testing, grease trap pumping, Hydro Vac services, T.V. camera work and pipe inspections, on an as needed basis and at the request and approval of a Buildings and Grounds designee for various state buildings in Carson City and Reno. | | | | |
| | Term of Contract: | Upon Approval - 08/31/2015 | Consultant: NO | Contract # 12478 | | |
| 14. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | WATERS SEPTIC TANK SERVICE DBA WATERS VACUUM TRUCK SERVICE | FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES | \$24,950 | |
| | Contract Description: | This is a new ongoing contract for the provision of plumbing and sewer lines, hydro flushing, video inspection and vacuum truck services on an as needed basis and at the request and approval of a Buildings & Grounds designee. | | | | |
| | Term of Contract: | Upon Approval - 07/31/2015 | Consultant: NO | Contract # 12489 | | |
| 15. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS | XCEL MAINTENANCE SERVICES, INC. | FEE: BUILDINGS AND GROUNDS BUILDING RENTAL INCOME FEES | \$242,800 | |
| | Contract Description: | This is a new contract to provide ongoing janitorial services to the Division of Welfare, Flamingo Office, located at 3330 E. Flamingo, Las Vegas, NV. An additional \$5,000 is included in the amount of the contract for extra services, as needed and at the request and approval of the Division of Buildings and Grounds. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2015 | Consultant: NO | Contract # 12474 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|------------------------------|---|---------------|---|
| 16. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - UNIV 05 CIP PROJ - CCSN-NON-EXEC | CARPENTER SELLERS ARCHITECTS | BONDS: PROCEEDS FROM SALE OF BONDS | (\$672,974) | PROFESSIONAL SERVICE |
| | Contract Description: | This is the twelfth amendment to the original contract, which provides professional architectural/engineering services for the Advanced Clinical Training and Research Center, UNLV Shadow Lane Campus, Las Vegas, NV; SPWD Project No. 07-C91a; Contract No. 2340. This amendment decreases the maximum amount from \$3,108,569.16 to \$2,435,594.91 and closes the contract since the remaining services are no longer necessary. | | | | |
| | Term of Contract: | 10/08/2007 - 06/30/2013 | Consultant: NO | Contract # CONV4633 | | |
| 17. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - UNIV 05 CIP PROJ - CCSN-NON-EXEC | DEKKER PERICH SABATINI | OTHER: TRANSFER FROM UNIVERSITY FUNDS | \$13,440 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the fifteenth amendment to the original contract, which provides professional architectural/engineering services for the Northern Nevada Cancer Institute; the Institute and Center for Molecular Medicine Research Facility, UNR School of Medicine; and shared space at the Reno Campus; SPWB Project No. 06-A013; SPWB Contract Nos. Hist 1563; Hist1611; Hist 1610 and Hist1582. This amendment increases the maximum amount from \$6,442,421 to \$6,455,914.75 to design services to modify air flows in the vivarium as requested by UNR and also to design services to add fuel pumps for the Howard Building generator. | | | | |
| | Term of Contract: | 05/11/2007 - 06/30/2013 | Consultant: NO | Contract # 10086 | | |
| 18. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - UNIV 05 CIP PROJ-UNLV-NON-EXEC | SUNDT CONSTRUCTION, INC. | BONDS: 71.3% OTHER: 2.4% TRANSFER FROM CIP; 26.3% TRANSFER FROM UNIVERSITY FUNDS 28.7% | (\$1,250,000) | PROFESSIONAL SERVICE |
| | Contract Description: | This is the first amendment to the original contract, which provides Construction Manager at Risk (CMAR) construction services for the Medical Education Learning Lab Building, UNR Campus, Reno, NV; SPWD Project No. 09-C05; SPWB Contract No. 5002. This amendment reduces the maximum amount from \$29,825,424 to \$28,575,424 to reduce the CMAR cost of the work for the owner's portion of unused contractor allowances. | | | | |
| | Term of Contract: | 12/08/2009 - 06/30/2013 | Consultant: NO | Contract # 10127 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|---|--|------------------|---|
| 19. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF CORRECTIONS 2011 CIP PROJECTS | ARCHITECTS + LLC | BONDS: PROCEEDS FROM SALE OF BONDS | \$65,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract, which provides professional architectural/engineering services to upgrade the culinary walk-in freezer and refrigerators for the Northern Nevada Correctional Center, Carson City, NV; SPWD Project No. 11-M34; Contract No. 7180. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12566 | |
| 20. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF CORRECTIONS 2011 CIP PROJECTS | ARRINGTON WATKINS ARCHITECTS, LLC | OTHER: TRANSFER FROM CAPITAL PROJECT FUND | \$68,620 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide construction administration services for the Southern Desert Correctional Center Core Expansion, Phase III, Indian Springs, NV; SPWD Project No. 11-C01; Contract No. 6498. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12535 | |
| 21. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF CORRECTIONS 2011 CIP PROJECTS | PETERSON & ASSOCIATES, LTD | BONDS: PROCEEDS FROM SALE OF BONDS | \$32,500 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural/engineering services for the boiler replacement at the Lovelock Correctional Center, Lovelock, Nevada; SPWD Project No. 11-M30; SPWD Contract no. 7050 | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2018 | Consultant: NO | Contract # 12530 | |
| 22. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF CORRECTIONS 2011 CIP PROJECTS | ROUNDS ENGINEERING LTD DBA CR ENGINEERING | BONDS: | \$70,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural engineering services for central plan upgrades at the Northern Nevada Regional Medical Facility, SPWD Project No. 11-M27; Contract No. 6974. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12541 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|---|---|------------------|---|
| 23. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION -MILITARY 2005 CIP - VET HOME- NON-EXEC | WESTERN TECHNOLOGIES, INC. | BONDS: GENERAL OBLIGATION BONDS 13% FEDERAL 87% | \$70,065 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural services for the Southern Nevada Veterans Memorial Expansion, Boulder City, NV; SPWD Project No. 09-C18; Contract No. 6624. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12534 | |
| 24. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION -MILITARY 2011 CIP PROJECTS- NON-EXEC | HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. | OTHER: TRANSFER FROM CAPITAL PROJECT FUNDS 55% FEDERAL 45% | \$20,250 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural/engineering services for water tower maintenance, paint, controls, pumps at the Floyd Edsall Training Facility; SPWD Project No. 11-M45; Contract No. 6976. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12568 | |
| 25. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION -MILITARY 2011 CIP PROJECTS- NON-EXEC | MBA ARCHITECTURE | BONDS: PROCEEDS FROM SALE OF BONDS 24% FEDERAL 76% | \$12,500 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural/engineering services to remodel the C12 Hangar VIP Waiting Room; SPWD Project No. 11-E11; Contract No. 7440. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12577 | |
| 26. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC | DEHNE, LANCE DBA ARTINEERING | BONDS: PROCEEDS FROM SALE OF BONDS 99.8% OTHER: TRANSFER FROM CAPITAL PROJECT FUND 0.2% | \$25,250 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural/engineering services for the Northern Nevada Correctional Center Woodshop, Visitor Center and Education Building Fire Sprinklers, Carson City, NV; SPWD Project No. 11-S03 Contract No. 6807. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12536 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|-----------------------------|--|---------------------|---|
| 27. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION -DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC | JENSEN ENGINEERING, INC. | BONDS: PROCEEDS FROM SALE OF BONDS | \$13,627 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide professional architectural services to update the electrical power at the Stewart Campus, Carson City, NV; SPWD Project No. 11-M08; Contract No. 7386. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12576 | |
| 28. | 082 | DEPARTMENT OF ADMINISTRATION - STATE PUBLIC WORKS DIVISION - DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC | JP ENGINEERING, LLC | BONDS: PROCEEDS FROM SALE OF BONDS 99.8% OTHER: TRANSFER FROM CAPITAL PROJECT FUND 0.2% | \$24,840 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to provide fire alarm reporting upgrade for the Northern Nevada Adult Mental Health Services, SPWD Project No. 11-S03-7; SPWD Contract No. 7067. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12533 | |
| 29. | 130 | DEPARTMENT OF TAXATION | TELAX VOICE SOLUTIONS, INC. | GENERAL | \$20,900 | |
| | Contract Description: | This is the first amendment to the original contract, which provides voice transport services, interactive voice response (IVR), automatic call distribution (ACD), queuing, agent and supervisor connectivity, and technical support. This amendment extends the termination date from September 30, 2011 to June 30, 2013 and increases the maximum amount from \$39,000 to \$59,900 due to the continued need for these services. | | | | |
| | | Term of Contract: | 10/01/2009 - 06/30/2013 | Consultant: NO | Contract # CONV7153 | |
| 30. | 130 | DEPARTMENT OF TAXATION | UNIVERSITY OF NEVADA, RENO | GENERAL 34% FEE: JUSTICE COURT FEES 66% | \$372,372 | EXEMPT |
| | Contract Description: | This is a new interlocal agreement to provide population estimates of each town, township, city and county in this state using the services of demographer pursuant to Nevada Revised Statute 360.283. | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12268 | |
| 31. | 180 | DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - COMPUTER FACILITY | SWITCH COMMUNICATIONS GROUP | FEE: USER FEES | \$232,314 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract for continued hub and secure data hosting. Currently, this facility provides communication redundancies and bandwidth for Southern Nevada State agencies and houses the State's disaster recovery IT equipment for the State Computing Facility in Carson City. | | | | |
| | | Term of Contract: | 04/01/2011 - 06/30/2012 | Consultant: NO | Contract # 12557 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|--------------------------------------|----------------------------|-----------|--|
| 32. | 240 | OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT | MOJAVE ELECTRIC, INC. | OTHER: REIMBURSEMENTS | \$24,999 | |
| | Contract Description: | This is a new contract to provide electrical maintenance and repair services to both the Nevada State Veterans Home and the Southern Nevada Veterans Memorial Cemetery. Both facilities will share the contract and pay for specific work performed at their locations. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2013 | Consultant: NO | Contract # 12396 | | |
| 33. | 300 | DEPARTMENT OF EDUCATION - PROFICIENCY TESTING | EMETRIC | FEDERAL | \$346,800 | |
| | Contract Description: | This is the fourth amendment to the original contract, which provides writing assessment raw data for grades 5, 8, 11 and 12; merges testing with student demographic data; reports testing results; and assists in developing the longitudinal writing testing data for both Nevada students and scorers/readers. This amendment increases the maximum amount from \$772,451 to \$1,119,251 to provide set up and customization of online writing assessment administration and scoring for students in grades five and eight. | | | | |
| | Term of Contract: | 01/01/2008 - 07/31/2012 | Consultant: NO | Contract # 11943 | | |
| 34. | 300 | DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION - TITLE I | EDUCATIONAL RESEARCH & TRAINING CORP | FEDERAL | \$135,500 | SOLE SOURCE |
| | Contract Description: | This is a new contract which includes the following: (1) Maintain a web-based system that provides a tutorial for migrant students; (2) Develop a service delivery plan for Nevada that describes how services will be provided to migrant students; (3) Complete a comprehensive needs assessment; (4) Provide an evaluation of the Migrant Education Program students; (5) Verify that the service delivery plan, the comprehensive needs assessment and the evaluation all complement and support each other; (6) Coordinate and maintain a web-based certificate of eligibility (COE) system that meets federal requirements; and (7) Provide an interface between U.S. Department of Education's M-SIX data system and the Nevada Department of Education. | | | | |
| | Term of Contract: | 09/13/2011 - 09/13/2013 | Consultant: NO | Contract # 12543 | | |
| 35. | 300 | DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI | MEASURED PROGRESS, INC. | GENERAL 44% FEDERAL 56% | \$29,510 | |
| | Contract Description: | This is the first amendment to the original contract, which provides support services to the Department of Education through the Assessment, Program Accountability and Curriculum office to administer the Nevada Proficiency Examination Program. This program is established to assess and measure student proficiency toward meeting state academic standards in mathematics, English language arts, and science. Contracted support services include program management; test design, item development, and form publishing; test administration, logistics, and data processing; and, scoring, data analysis, and reporting. This amendment increases the maximum amount from \$24,100,000 to \$24,129,510 for scoring additional students assessments and setting performance standards for independent reading for the Nevada Alternate Assessment. | | | | |
| | Term of Contract: | 07/01/2010 - 06/30/2013 | Consultant: NO | Contract # 10903 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|--|----------------------|----------|---|
| 36. | 300 | DEPARTMENT OF EDUCATION - ELEMENTARY & SECONDARY EDUCATION TITLES II, V, & VI | NATIONAL STUDENT CLEARINGHOUSE | FEDERAL | \$14,750 | SOLE SOURCE |
| | Contract Description: | This is a new contract to develop a process that will match data on students that graduated from Nevada public education in school years 2008-2009 and 2006-2007 to student-level data in the National Student Clearinghouse database and return response files containing the match results back to the department. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2012 | Consultant: NO | Contract # 12539 | | |
| 37. | 331 | DEPARTMENT OF CULTURAL AFFAIRS - MUSEUMS AND HISTORY - LV SPRINGS PRESERVE MUSEUM-Non-Exec | NEVADA CONTRACT CARPETS, INC. | BONDS: Q1 BOND MONEY | \$17,300 | |
| | Contract Description: | This is a new contract to provide for installation of approximately 500 square yards of commercial grade carpeting in the Changing Exhibit Gallery at the Nevada State Museum, Las Vegas. | | | | |
| | Term of Contract: | 09/13/2011 - 10/31/2011 | Consultant: NO | Contract # 12518 | | |
| 38. | 332 | DEPARTMENT OF CULTURAL AFFAIRS - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY | EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES | FEDERAL | \$90,000 | |
| | Contract Description: | This is the first amendment to the original contract, which provides 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. This amendment extends the termination date from June 30, 2012 to September 12, 2012 and increases the maximum amount from \$400,000 to \$490,000 to provide access to additional online general periodical databases for the same purpose through the purchase of the ABC-CLIO package of (7) additional databases focusing on geography, government and history. | | | | |
| | Term of Contract: | 07/20/2011 - 09/12/2012 | Consultant: NO | Contract # 12325 | | |
| 39. | 332 | DEPARTMENT OF ADMINISTRATION - LIBRARY AND ARCHIVES - NEVADA STATE LIBRARY | LEARNINGEXPRESS, LLC | FEDERAL | \$45,000 | |
| | Contract Description: | This is a new contract to provide access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. | | | | |
| | Term of Contract: | 09/13/2011 - 09/13/2012 | Consultant: NO | Contract # 12515 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|---|--|------------------|---|
| 40. | 403 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION | BOR NSHE UNR OFFICE OF SPONSORED PROJECTS | FEDERAL | \$43,955 | |
| | Contract Description: | This is a new interlocal agreement to expand interagency collaboration by developing a statewide resource guide for all agencies that references employment gains, deficits, trends, best practices for new employment options, and programs that provide support to persons with disabilities seeking employment. | | | | |
| | | Term of Contract: | 07/01/2011 - 12/31/2011 | Consultant: NO | Contract # 12402 | |
| 41. | 403 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION | CLIFTON GUNDERSON, LLP | OTHER: COUNTY OF AUDIT 50% FEDERAL 50% | \$253,440 | |
| | Contract Description: | This is a new contract for a certified public accounting firm to perform reviews of cost allocation plans and cost reports submitted by governmental entities that provide services such as targeted case management, school based services, administrative services, and are reimbursed using the methodology of certified public expenditures. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2015 | Consultant: NO | Contract # 12513 | |
| 42. | 403 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION | HP ENTERPRISE SERVICES, LLC | GENERAL 10% FEDERAL 90% | \$11,001,222 | |
| | Contract Description: | This is the first amendment to the original contract to provide takeover and operations of the Medicaid Management Information System (MMIS). The RFP included language for the awarded vendor to perform the 5010/ICD-10 remediation. No state had completed their remediation at the time the RFP was written, the capabilities of the vendor community could not be measured to write requirements into the RFP. Additionally, the awarded vendor is required to perform their own analysis of the existing MMIS to develop a new Scope of Work and to price the project, but the current vendor would not release the required level of detail to do so. The remediation we are receiving for this project is more robust than the original design and, although we indicated in our TIR we would not meet the 1/1/12, 5010 implementation date, through this amendment we believe we can meet, or come close to meeting, the deadline. | | | | |
| | | Term of Contract: | 01/11/2011 - 06/30/2016 | Consultant: NO | Contract # 11760 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|--------|---|------------------------------|-----------------------|----------------------------|--|
| 43. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - WIC FOOD SUPPLEMENT | OPEN DOMAIN, INC. | FEDERAL | \$140,000 | SOLE SOURCE |
| | | Contract Description: This is the fourth amendment to the original contract which provides technical support to the Women, Infants and Children (WIC) program. This amendment extends the termination date from September 30, 2011 to March 31, 2012 and increases the maximum amount by \$140,000 from \$920,800 to \$1,060,800 due to additional programming requirements and hosting of WIC applications. | | | | |
| | | Term of Contract: | 10/01/2007 - 03/31/2012 | Consultant: NO | Contract # CONV4811 | |
| 44. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CHRONIC DISEASE | ACCESS TO HEALTHCARE NETWORK | FEDERAL | \$6,614,564 | |
| | | Contract Description: This is a new contract to provide breast and cervical cancer screening services for women aged fifty and older who qualify under federal guidelines for the Women's Health Connection Program. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2015 | Consultant: NO | Contract # 12504 | |
| 45. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | HUMBOLDT COUNTY TREASURER | OTHER: REVENUE | \$220,248 | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12456 | |
| 46. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | LANDER COUNTY CLERK | OTHER: REVENUE | \$91,224 | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12556 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION | |
|-------|--------|--|--------------------------------|-----------------------|-------------------------|--|--|
| 47. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | LYON COUNTY HUMAN SERVICES | OTHER: REVENUE | \$141,168 | | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12555 | | |
| 48. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | MINERAL COUNTY SOCIAL SERVICES | OTHER: REVENUE | \$47,808 | | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12503 | | |
| 49. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | PERSHING COUNTY CLERK | OTHER: REVENUE | \$31,272 | EXEMPT | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 11818 | | |
| 50. | 406 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES | WHITE PINE COUNTY TREASURER | OTHER: REVENUE | \$50,832 | | |
| | | Contract Description: This is a new revenue contract for the state to promote individual and family health in the county utilizing the state's community health nurses. | | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12554 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|--------|--|--------------------------------|--|-------------------------|--|
| 51. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | BOARD OF REGENTS-UNR | FEDERAL | \$76,723 | |
| | | Contract Description: This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12462 | |
| 52. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | BOARD OF REGENTS-UNR | FEDERAL | \$915,934 | |
| | | Contract Description: This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12464 | |
| 53. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | BOYS & GIRLS CLUB OF LAS VEGAS | OTHER: VENDOR COST SHARE 56% FEDERAL 44% | \$301,849 | |
| | | Contract Description: This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12482 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION | |
|-------|--------|---|---|---|------------------|--|--|
| 54. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | DUCKWATER SHOSHONE TRIBE | FEDERAL | \$53,072 | | |
| | | Contract Description: | This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12457 | | |
| 55. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | EAST VALLEY FAMILY SERVICES | OTHER: VENDOR SHARE COST 56% FEDERAL 44% | \$263,275 | | |
| | | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12483 | | |
| 56. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | FOOD BANK OF NORTHERN NEVADA | FEDERAL | \$58,737 | | |
| | | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12458 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|------------------------------|--|-----------|--|
| 57. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | FOOD BANK OF NORTHERN NEVADA | OTHER: VENDOR COST SHARE 55% FEDERAL 45% | \$549,298 | |
| | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture, certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves state time and resources. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12479 | | |
| 58. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | HELP OF SOUTHERN NEVADA | FEDERAL | \$55,201 | |
| | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12460 | | |
| 59. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | HELP OF SOUTHERN NEVADA | OTHER: VENDOR COST SHARE 57% FEDERAL 43% | \$394,874 | |
| | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture, certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12480 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|--|---|-----------|---|
| 60. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | STEP 2, INC. | FEDERAL | \$10,458 | |
| | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12465 | | |
| 61. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | TE MOAK TRIBE OF WESTERN SHOSHONE/SPECIAL DIABETES PROGRAM | FEDERAL | \$45,288 | |
| | Contract Description: | This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12468 | | |
| 62. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | THREE SQUARE | OTHER: VENDOR SHARE COSTS 55% FEDERAL 45% | \$452,043 | |
| | Contract Description: | This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion. | | | | |
| | Term of Contract: | 10/01/2011 - 09/30/2012 | Consultant: NO | Contract # 12484 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|---|---|--------------------------------|-----------------------|-------------|---|
| 63. | 407 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - ADMINISTRATION | YERINGTON PAIUTE TRIBE COUNCIL | FEDERAL | \$63,212 | |
| | Contract Description: This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices. | | | | | |
| | Term of Contract: | | 10/01/2011 - 09/30/2012 | Consultant: NO | | Contract # 12472 |
| 64. | 408 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES | CLAY POPLIN LCSW, LLC | GENERAL | \$40,248 | PROFESSIONAL SERVICE |
| | Contract Description: This is a new contract to provide a Licensed Clinical Social Worker (LCSW) to the clients of the Southern Rural Site clinic in Caliente, Nevada. LCSW services are necessary to provide direct consumer care, evaluations and screenings, telephone consultation, training, and other such necessary services at the Mental Health Clinic in Caliente. | | | | | |
| | Term of Contract: | | 07/01/2011 - 06/30/2012 | Consultant: NO | | Contract # 12253 |
| 65. | 408 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES | SOLUTIONS RECOVERY, INC. | GENERAL | \$3,530,280 | |
| | Contract Description: This is a new contract to provide residential services for dual diagnosis clients. These services assist consumers with concurrent mental health and substance abuse issues, and provides such services as community transition, life skills, employment training, and personal care. | | | | | |
| | Term of Contract: | | 11/01/2010 - 10/31/2013 | Consultant: NO | | Contract # 12486 |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION | |
|-------|--------|---|--|--|---------------------|---|--|
| 66. | 408 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES | STETSON ELECTRIC, INC. | GENERAL | \$49,998 | | |
| | | Contract Description: | This is a new contract to provide electrical system maintenance service to the various buildings on the campus of Southern Nevada Adult Mental Health Services. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2013 | Consultant: NO | Contract # 12345 | | |
| 67. | 408 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES | MEDSCHOOL ASSOCIATES NORTH | GENERAL | \$869,840 | EXEMPT | |
| | | Contract Description: | This is a new contract which will provide locum tenens services to the Northern Nevada Adult Mental Health Services facility. This contract will serve to maintain community standards of care in treating mentally ill consumers during periods of staff shortages. | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12175 | | |
| 68. | 408 | DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - RURAL CLINICS | MEDICAL DOCTOR ASSOCIATES & AFFILIATES CROSS COUNTRY, INC. & AFFILIATES | GENERAL 86% OTHER: CLIENT CHARGES AND INSURANCE RECOVERY 5% FEDERAL 9% | \$405,056 | SOLE SOURCE | |
| | | Contract Description: | This is the fifth amendment to the original contract, which provides psychiatric and nursing services to Rural Services Community Mental Health Centers. This amendment increases hours per month for fiscal year 2011 and provides a net decrease in hours for fiscal year 2012; increases the hourly rate for practical nurse hours from \$74.50 to \$75 effective July 1, 2011; adds new language to the scope of work for the psychiatrist, registered nurse and advanced practical nurse; and increases the total amount of the contract by \$405,056 to \$1,490,256. | | | | |
| | | Term of Contract: | 08/12/2008 - 12/31/2011 | Consultant: NO | Contract # CONV5598 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|--|-------------------------|----------|---|
| 69. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | AMEC EARTH & ENVIRONMENTAL, INC. | FEDERAL | \$54,700 | PROFESSIONAL SERVICE |
| | Contract Description: | This is the first amendment to the original contract, which provides professional geoengineering services and related software support. This amendment extends the termination date from December 30, 2011 to December 30, 2013 and increases the maximum amount from \$44,877 to \$99,577 due to a continued need for GIS support, staff training augmentation, database support and on-site GIS support. | | | | |
| | Term of Contract: | 09/09/2010 - 12/30/2013 | Consultant: NO | Contract # 11432 | | |
| 70. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | BIGHORN INDUSTRIES, INC. DBA BIGHORN ENERGY SERVICES | FEDERAL | \$56,115 | |
| | Contract Description: | This is a new contract to build a solar/wind hybrid system at our Remote Storage Facility (RSF) in Carson City, NV. This will start off as a test site for an all hybrid or solar powered site and will become the model for all armories in Nevada. | | | | |
| | Term of Contract: | Upon Approval - 12/31/2011 | Consultant: NO | Contract # 12521 | | |
| 71. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | LUMOS & ASSOCIATES | FEDERAL | \$15,000 | PROFESSIONAL SERVICE |
| | Contract Description: | This is a new contract to produce plans and specifications to reflect all needed modifications to support snow removal operations at existing Office of the Adjutant General (OTAG) and United States Property and Fiscal Office (USPFO) parking areas, study feasibility for power usage of electrical snow melt system and include if approved by Nevada National Guard (NVNG) project management section and examine soil composition at USPFO detention pond to determine lack of percolation and include fix in the design. | | | | |
| | Term of Contract: | Upon Approval - 10/13/2011 | Consultant: NO | Contract # 12540 | | |
| 72. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | WORLD WIDE TECHNOLOGY, INC. | FEDERAL | \$45,000 | SOLE SOURCE |
| | Contract Description: | This is a new contract to install purchased equipment to integrate Cisco Network Admission Control (NAC) to advance communication capabilities into the existing Network at the Nevada National Guard Office of the Military headquarters. | | | | |
| | Term of Contract: | Upon Approval - 08/01/2012 | Consultant: NO | Contract # 12523 | | |
| 73. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | WORLD WIDE TECHNOLOGY, INC. | FEDERAL | \$10,450 | SOLE SOURCE |
| | Contract Description: | This is a new contract to install purchased equipment and Cisco Telepresence video teleconferencing system to advance communication capabilities into the existing network and reduce travel budgets at the Nevada National Guard Office of the Military headquarters. | | | | |
| | Term of Contract: | Upon Approval - 08/01/2012 | Consultant: NO | Contract # 12524 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|-------------------------------|---|---|----------------|------------------|--|
| 74. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | WORLD WIDE TECHNOLOGY, INC. | FEDERAL | \$25,800 | SOLE SOURCE |
| | Contract Description : | This is a new contract to install purchased equipment to install Cisco Telepresence Manager (CT) to advance communication capabilities into the existing Network at the Nevada National Guard Joint Force Headquarters. | | | | |
| | | Term of Contract: | Upon Approval - 08/01/2012 | Consultant: NO | Contract # 12527 | |
| 75. | 431 | ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY | WORLD WIDE TECHNOLOGY, INC. | FEDERAL | \$14,470 | SOLE SOURCE |
| | Contract Description : | This is a new contract to upgrade Cisco Unified Communications Systems to include call control, voice mail, and emergency responder for the Nevada Army National Guard Office of the Military. | | | | |
| | | Term of Contract: | Upon Approval - 08/01/2012 | Consultant: NO | Contract # 12528 | |
| 76. | 440 | DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE | HOMETOWN HEALTH PROVIDERS INSURANCE COMPANY, INC. | GENERAL | \$310,000 | |
| | Contract Description : | This is a new contract to provide access to discounted health care services through a Preferred Provider Organization network and provide the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Northern Nevada correctional facilities. | | | | |
| | | Term of Contract: | 10/01/2011 - 06/30/2015 | Consultant: NO | Contract # 12519 | |
| 77. | 440 | DEPARTMENT OF CORRECTIONS - PRISON MEDICAL CARE | MULTIPLAN, INC. | GENERAL | \$710,000 | |
| | Contract Description : | This is a new contract to provide access to discounted health care services through a Preferred Provider Organization network and provide the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Southern Nevada correctional facilities. | | | | |
| | | Term of Contract: | 10/01/2011 - 06/30/2015 | Consultant: NO | Contract # 12520 | |
| 78. | 440 | DEPARTMENT OF CORRECTIONS - SOUTHERN DESERT CORRECTIONAL CENTER | WATER WELL SERVICES, INC. | GENERAL | \$37,061 | |
| | Contract Description : | This is a new contract to repair one of the four pumps and corresponding wells that are used on a continual basis to supply water to High Desert State Prison, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp. | | | | |
| | | Term of Contract: | 06/15/2011 - 12/31/2011 | Consultant: NO | Contract # 12376 | |
| 79. | 440 | DEPARTMENT OF CORRECTIONS - LOVELOCK CORRECTIONAL CENTER | GARDNER ENGINEERING, INC. | GENERAL | \$52,508 | |
| | Contract Description : | This is a new contract to repair a leak in the hot water loop at Lovelock Correctional Center. | | | | |
| | | Term of Contract: | 06/09/2011 - 12/31/2011 | Consultant: NO | Contract # 12378 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|-------------------------------|---|---------------------------------|---|---------------------|---|
| 80. | 550 | DEPARTMENT OF AGRICULTURE - REGISTRATION & ENFORCEMENT | CLEAN HARBORS ENVIRONMENTAL | FEE: PESTICIDE REGISTRATION | \$180,000 | |
| | Contract Description : | This is a new contract to provide services to collect unwanted pesticides and pesticide waste from all pesticide users which includes industrial users, as well as homeowners. The contracted vendor will collect the waste pesticides from the designated sites; package the waste pesticides in final form for removal from the designated sites and dispose of the waste pesticides in accordance with local, state and federal hazardous waste disposal requirements. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2015 | Consultant: NO | Contract # 12463 | |
| 81. | 610 | GAMING CONTROL BOARD INVESTIGATION FUND | MCGLADREY & PULLEN, LLP | OTHER: GCB INVESTIGATIVE FUND (APPLICANT PAID) | \$5,000,000 | PROFESSIONAL SERVICE |
| | Contract Description : | This is a new contract to provide professional accounting services, data analysis, computer forensics, consulting, translation services, and general background research for licensing investigations of entities with business relationships in various foreign jurisdictions. | | | | |
| | | Term of Contract: | 09/13/2011 - 08/31/2015 | Consultant: NO | Contract # 12552 | |
| 82. | 611 | GAMING CONTROL BOARD | VISION INTERNET PROVIDERS, INC. | GENERAL | \$24,990 | |
| | Contract Description : | This is a new contract to provide website design services to completely overhaul the Gaming Control Board website. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2012 | Consultant: NO | Contract # 12551 | |
| 83. | 611 | GAMING CONTROL BOARD INVESTIGATION FUND | KURASHIMA AND ASSOCIATES | OTHER: GCB INVESTIGATIVE FUNDS (APPLICANT PAID) | \$300,000 | PROFESSIONAL SERVICE |
| | Contract Description : | This is a new contract to provide professional and accounting services related to Gaming Control Board applicant investigations. THE STATE BUSINESS LICENSE REQUIREMENT FOR THIS VENDOR IS PENDING LEGAL GUIDANCE FROM SOS. | | | | |
| | | Term of Contract: | 10/01/2011 - 09/30/2015 | Consultant: NO | Contract # 12553 | |
| 84. | 651 | DEPARTMENT OF PUBLIC SAFETY - HIGHWAY PATROL | L-3 COMMUNICATIONS/ MOBILE VISI | HIGHWAY 94% OTHER: FORFEITURES 6% | \$760,000 | |
| | Contract Description : | This is the second amendment to the original contract which provides the Highway Patrol Division with in-car video cameras and related accessories. This amendment increases the maximum amount from \$2,500,000 to \$3,260,000 to allow for the purchase of cameras for installation in replacement vehicles. | | | | |
| | | Term of Contract: | 12/09/2008 - 06/30/2012 | Consultant: NO | Contract # CONV5974 | |
| 85. | 651 | DEPARTMENT OF PUBLIC SAFETY - HIGHWAY SAFETY GRANTS ACCOUNT | BOARD OF REGENTS-UNR | FEDERAL | \$99,900 | EXEMPT |
| | Contract Description : | This is a new interlocal agreement with the Board of Regents of the Nevada System of Higher Education, University of Nevada, Reno, Office of Sponsored Projects, to provide long term data collection and analysis of passenger behavior around large trucks in support of the Badge on Board enforcement and media events. | | | | |
| | | Term of Contract: | Upon Approval - 08/31/2014 | Consultant: NO | Contract # 12197 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|-------------------------------|--|--|--|------------------|--|
| 86. | 655 | DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY | NORBERG, SCOTT W DBA NORSOFT CONSULTING | OTHER: NARIP NICS ACT RECORD IMPROVEMENT PROGRAM | \$183,000 | SOLE SOURCE |
| | Contract Description : | This is a new contract to provide for changes and improvements to the Brady background check system in the JusticeLink and Temporary Protection Orders software of the Department of Public Safety, Records and Technology Division. | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2013 | Consultant: NO | Contract # 12142 | |
| 87. | 702 | DEPARTMENT OF WILDLIFE - GAME MANAGEMENT | BLACK MOUNTAIN AIR SERVICE | FEE: UPLAND GAME STAMPS AND LICENSE FEES 25% OTHER: HERITAGE 5% FEDERAL 70% | \$300,000 | |
| | Contract Description : | This is a new contract to provide fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducting fixed-wing wildlife surveys and transporting Nevada Department of Wildlife (NDOW) personnel in the course of project work. NDOW uses aircraft and aerial services to monitor and survey big game animals, predators and other wildlife species including waterfowl and sage grouse. Surveys, telemetry, mapping and occasional transportation support NDOW's role in wildlife conservation. | | | | |
| | | Term of Contract: | 09/13/2011 - 08/31/2014 | Consultant: NO | Contract # 12508 | |
| 88. | 705 | DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES | U.S. GEOLOGICAL SURVEY | GENERAL 50% FEDERAL 50% | \$86,400 | EXEMPT |
| | Contract Description : | This is a new cooperative agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two stream flow gages and data collection platforms. | | | | |
| | | Term of Contract: | 07/01/2011 - 06/30/2013 | Consultant: NO | Contract # 12443 | |
| 89. | 706 | DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY | AMEC EARTH & ENVIRONMENTAL | FEDERAL | \$130,144 | |
| | Contract Description : | This is a new contract to conduct an assessment of the Urban Tree Canopy in the Truckee Meadows. | | | | |
| | | Term of Contract: | Upon Approval - 12/30/2012 | Consultant: NO | Contract # 12531 | |
| 90. | 706 | DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - FOREST FIRE SUPPRESSION | PAC WEST HELICOPTERS, INC. | GENERAL | \$150,000 | |
| | Contract Description : | This is a new contract to provide repair service, except engine repairs, to the Nevada Division of Forestry's fleet of helicopters. | | | | |
| | | Term of Contract: | Upon Approval - 08/30/2015 | Consultant: NO | Contract # 12511 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|-------------------------------|--|--|---|---------------------|--|
| 91. | 706 | DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - INTER-GOVERNMENTAL AGREEMENTS | SIERRA FIRE PROTECTION DISTRICT | OTHER: COUNTY FUNDS | \$250,000 | |
| | Contract Description : | This is a new revenue contract for mutual aid, fuels management, and wildland fire prevention | | | | |
| | | Term of Contract: | Upon Approval - 06/30/2016 | Consultant: NO | Contract # 12532 | |
| 92. | 749 | DEPARTMENT OF BUSINESS AND INDUSTRY - ATHLETIC COMMISSION | TIMOTHY J. TRAINOR, MD YEE ADVANCED ORTHOPEDICS & SPORTS MEDICINE | GENERAL | \$283,751 | |
| | Contract Description : | This is a new contract to provide medical advice and conduct research on medical matters associated with the sports of professional unarmed combat and representation during all meetings and hearings to safeguard the health and safety of the contestants. | | | | |
| | | Term of Contract: | 09/20/2011 - 06/30/2015 | Consultant: NO | Contract # 12512 | |
| 93. | 810 | DEPARTMENT OF MOTOR VEHICLES - AUTOMATION | ADVANCED POWER PROTECTION | HIGHWAY | \$21,509 | |
| | Contract Description : | This is a new contract to provide maintenance and emergency service to back-up power systems for the department. | | | | |
| | | Term of Contract: | Upon Approval - 09/12/2012 | Consultant: NO | Contract # 12542 | |
| 94. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | BRIGGS ELECTRIC, INC. | OTHER: BUSINESS ENTERPRISE SET ASIDE | \$25,000 | |
| | Contract Description : | This is a new contract to provide regular and emergency electrical installations, repairs and maintenance services for all needed projects for the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada facilities located in Washoe County and Carson City. | | | | |
| | | Term of Contract: | Upon Approval - 09/30/2013 | Consultant: NO | Contract # 12469 | |
| 95. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | FLEET & INDUSTRIAL SUPPLY CTR | OTHER: REVENUE CONTRACT | \$18,585 | EXEMPT |
| | Contract Description : | This is the twenty-fifth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment is to extend serving hours for breakfast, lunch, and dinner by 30 additional minutes for each meal, Monday through Friday only, and affects three different periods of performance for three Carrier Air Groups. This modification also adds SubContract Line Item Numbers 0005AR, 0005AS and 0005AT for each of the three periods of performance, obligates funding, and increases the maximum amount from \$2,543,317.06 to \$2,561,901.79 for the term of the contract due to the increased minutes for each meal. | | | | |
| | | Term of Contract: | 10/01/2008 - 09/30/2011 | Consultant: NO | Contract # CONV5816 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|---|---|--|---------------------|--|
| 96. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | PAULS PLUMBING HTG & AC., INC. | OTHER: BUSINESS ENTERPRISES SET ASIDE | \$25,000 | |
| | Contract Description: | This is a new contract to provide plumbing services at various Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada (BEN) program sites. Services will include regular and emergency plumbing, installation, repairs and maintenance services for all needed projects for the BEN facilities located in the Washoe County and Carson City areas. | | | | |
| | | Term of Contract: | Upon Approval - 09/30/2013 | Consultant: NO | Contract # 12467 | |
| 97. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | ROBERT D LORD, INC. DBA MR ELECTRIC OF RENO | OTHER: BUSINESS ENTERPRISES SET ASIDE | \$25,000 | |
| | Contract Description: | This is a new contract to provide regular and emergency electrical installations, repairs and maintenance services for all needed projects for the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada facilities located in Washoe County and Carson City. | | | | |
| | | Term of Contract: | Upon Approval - 09/30/2013 | Consultant: NO | Contract # 12490 | |
| 98. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM | SAVAGE AND SON, INC | OTHER: BUSINESS ENTERPRISES SET ASIDE | \$25,000 | |
| | Contract Description: | This is a new contract to provide plumbing services at various Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada (BEN) program sites. Services will include regular and emergency plumbing, installations, repairs and maintenance services for all needed projects for the BEN facilities located in the Washoe County and Carson City locations. | | | | |
| | | Term of Contract: | Upon Approval - 09/30/2013 | Consultant: NO | Contract # 12466 | |
| 99. | 901 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - REHABILITATION - VOCATIONAL REHABILITATION | BOARD OF REGENTS - UNR | OTHER: ADAPTIVE RESOURCES GRANT | \$109,955 | EXEMPT |
| | Contract Description: | This is the sixth amendment to the original interlocal agreement, which provides assistive technology consultants to provide individuals with disabilities residing in Northern and Rural Nevada with assistive technology assessment, testing and training in an effort to attain employment. This amendment increases the maximum amount from \$314,306.33 to \$424,261.33 for the term of the contract due to continuing services and new grant award. | | | | |
| | | Term of Contract: | 09/08/2008 - 09/07/2012 | Consultant: NO | Contract # CONV5706 | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|---|-----------------------------|-----------|--|
| 100. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY | WORKFORCE CONNECTIONS | FEDERAL | \$210,000 | |
| | Contract Description: | This is a new interlocal agreement to fund layoff aversion services in Southern Nevada. These services are a key component of the state's federally required Rapid Response plan. The services will be provided by a collaboration of public-private partners, called the Business Services Initiative Team, who will work together to align the publicly-funded workforce investment system with regionally-based economic development efforts. This team will drive the transformation of the workforce investment system and will work for improved coordination, communication, collaboration, and performance between the workforce investment system and the business community. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2012 | Consultant: NO | Contract # 12477 | | |
| 101. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND | COMPLETE ELECTRIC, LLC. | OTHER: ESD SPECIAL FUND | \$20,500 | |
| | Contract Description: | This is the fourth amendment to the original contract, which provides regular and emergency electrical services, including lighting installations, repairs, and maintenance for all needed projects at the department owned facilities. This amendment increases the maximum amount from \$29,500 to \$50,000 due to an increased need for electrical services. | | | | |
| | Term of Contract: | 06/10/2010 - 05/31/2014 | Consultant: NO | Contract # 11006 | | |
| 102. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND | WESTERNAIRE MECHANICAL SERVICES, INC. | OTHER: ESD SPECIAL FUND | \$40,000 | |
| | Contract Description: | This is the second amendment to the original contract, which provides heating and air conditioning service and maintenance for units at 500 East Third Street, Carson City, Nevada. This amendment extends the termination date from November 30, 2011 to November 30, 2013 and increases the maximum amount from \$38,400 to \$78,400 due to extension of the contract term and an increased need for services. | | | | |
| | Term of Contract: | 12/01/2009 - 11/30/2013 | Consultant: NO | Contract # 10216 | | |
| 103. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY - SPECIAL FUND | WESTERNAIRE, INC | OTHER: ESD SPECIAL FUNDS | \$18,000 | |
| | Contract Description: | This is the third amendment to the original contract, which provides for heating and air conditioning repair service on an as-needed basis for the department's northern Nevada facilities. This amendment increases the maximum amount from \$18,000 to \$36,000 due to an increase in the volume of repairs. | | | | |
| | Term of Contract: | 06/11/2009 - 05/31/2013 | Consultant: NO | Contract # CONV6363 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|-------|------------------------------|--|--|---|---------------|---|
| 104. | 902 | DEPARTMENT OF EMPLOYMENT, TRAINING & REHAB EMPLOYMENT SECURITY DIVISION | SIGN LANGUAGE COMMUNICATION SERVICES, INC. | OTHER: ALL DETR BUDGET ACCOUNTS | \$15,000 | |
| | Contract Description: | This is the second amendment to the original contract, which provides American Sign Language for the clients, employees, board members, council members, or consumers, who are deaf or hearing impaired or unable to understand the languages for meetings and conferences. This amendment extends the termination date from September 30, 2011 to September 30, 2013 and increases the maximum amount from \$34,500 to \$49,500 due to extension of the contract term and an increased need for services. | | | | |
| | Term of Contract: | 02/05/2010 - 09/30/2013 | Consultant: NO | Contract # 10606 | | |
| 105. | 950 | PUBLIC EMPLOYEES BENEFITS PROGRAM | STANDARD INSURANCE COMPANY | OTHER: 67% STATE SUBSIDY, 33% PREMIUM REVENUE | (\$7,335,000) | |
| | Contract Description: | This is the second amendment to the original contract, which provides group life, accidental death and dismemberment and long term disability insurance to eligible PEBP participants. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and decreases the contract maximum from \$39,500,000 to \$32,165,000. The decrease is due to a change in the scope of work. | | | | |
| | Term of Contract: | 07/01/2008 - 06/30/2013 | Consultant: NO | Contract # CONV5842 | | |
| 106. | BDC | LICENSING BOARDS & COMMISSIONS - CONTRACTORS | KEITH LEE, ESQ. | FEE: APPLICATION FEES | \$120,000 | |
| | Contract Description: | This is a new contract, which provides professional legislative advocacy strategies including participation in legislative sessions and assists in the development and adoption of various regulations designed to implement legislation that has been approved. | | | | |
| | Term of Contract: | 07/31/2011 - 06/30/2013 | Consultant: NO | Contract # 12501 | | |

***8. FOR POSSIBLE ACTION – MASTER SERVICE AGREEMENTS**

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|--------|------------------------------|--|---------------------------------|------------------|----------|---|
| MSA 1. | MSA | VARIOUS STATE AGENCIES | AMERICAN POLYGLOT PARTNERS, LLC | OTHER: VARIOUS | \$39,999 | |
| | Contract Description: | This is the first amendment to the original contract providing non-telephonic translation services, including document, video and audio translation services to agencies in need of those services. The original contract was submitted for \$9,999.99 to provide services quickly to agencies. This amendment increases the maximum to \$49,999 for the term of the contract. | | | | |
| | Term of Contract: | 05/26/2011 - 06/30/2013 | Consultant: NO | Contract # 12249 | | |

| BOE # | DEPT # | STATE AGENCY | CONTRACTOR | FUNDING SOURCE | AMOUNT | SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION |
|--------|------------------------------|--|--------------------------------|------------------|--------------|---|
| MSA 2. | MSA | VARIOUS STATE AGENCIES | CORPORATE TRANSLATION SERVICES | OTHER: VARIOUS | \$90,000 | |
| | Contract Description: | This is the first amendment to the original Participating Addendum (PA) for the Western States Contracting Alliance (WSCA) contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000 for the term of the contract. | | | | |
| | Term of Contract: | 04/18/2011 - 02/15/2015 | Consultant: NO | Contract # 12089 | | |
| MSA 3. | MSA | VARIOUS STATE AGENCIES | CAPITOL NORTH AMERICAN | OTHER: VARIOUS | \$100,000 | |
| | Contract Description: | This is a new contract to provide state agencies with moving services such as packing, storage and general freight. | | | | |
| | Term of Contract: | Upon Approval - 06/30/2013 | Consultant: NO | Contract # 12517 | | |
| MSA 4. | MSA | VARIOUS STATE AGENCIES | JPAY, INC. | OTHER: VARIOUS | \$1,800,000 | |
| | Contract Description: | This is a new contract to provide inmate kiosks for the Department of Corrections. The kiosks will allow offenders in designated correctional facilities access to automated services with little or no assistance of staff. | | | | |
| | Term of Contract: | 09/13/2011 - 07/31/2015 | Consultant: NO | Contract # 12505 | | |
| MSA 5. | MSA | VARIOUS STATE AGENCIES | KEEFE GROUP | OTHER: VARIOUS | \$25,000,000 | |
| | Contract Description: | This is a new contract to provide inmate kiosks for the Department of Corrections. The kiosks will allow offenders in designated correctional facilities access to automated services with little or no assistance of staff. | | | | |
| | Term of Contract: | 09/13/2011 - 07/31/2015 | Consultant: NO | Contract # 12506 | | |
| MSA 6. | MSA | VARIOUS STATE AGENCIES | LANGUAGE LINE SERVICES, INC. | OTHER: VARIOUS | \$90,000 | |
| | Contract Description: | This is the first amendment to the original Participating Addendum (PA) to the Western States Contracting Alliance contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000 for the term of the contract. | | | | |
| | Term of Contract: | 05/18/2011 - 02/15/2015 | Consultant: NO | Contract # 12196 | | |
| MSA 7. | MSA | VARIOUS STATE AGENCIES | PACIFIC INTERPRETERS | OTHER: VARIOUS | \$90,000 | |
| | Contract Description: | This is the first amendment to the original Participating Addendum (PA) for the Western States Contracting Alliance contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000 for the term of the contract. | | | | |
| | Term of Contract: | 04/28/2011 - 02/15/2015 | Consultant: NO | Contract # 12145 | | |
| MSA 8. | MSA | VARIOUS STATE AGENCIES | SARNOFF COURT REPORTERS | OTHER: VARIOUS | \$500,000 | |
| | Contract Description: | This is a new contract to provide court reporting services as needed on a statewide basis. | | | | |
| | Term of Contract: | 10/01/2011 - 05/31/2013 | Consultant: NO | Contract # 12494 | | |

9. INFORMATION ITEMS

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

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153 the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2011 (reference NRS 321.5954).

- **1989 Tahoe Basin Act**

The agency reports that there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.

- **Lake Tahoe Mitigation Program**

The agency reports that there was one land coverage sales transaction under this program for the quarter. That transaction involved the sale of 2,616 square feet of Class 4 restored land coverage in the South Stateline hydrologic zone and generated \$48,396 in proceeds. The agency also reports that there was one acquisition of interest in land under the Lake Tahoe Mitigation Program during the fourth quarter of FY11. The Nevada Land Bank purchased 164,613 square feet of sensitive land coverage from the Incline Lake Corporation at a cost of \$800,000. No state funds were used in this transaction.

B. Department of Transportation – Administration

A dispute existed as to the responsibility for payment of construction costs arising from a developer agreement entered into between the Nevada Department of Transportation (NDOT) and Syncon Homes. NDOT requested additional payment of \$400,000 and Syncon has offered \$100,000 in full and final payment of NDOT's demand for payment. No litigation has been filed relative to this dispute. The Agreement provides that payment is to be directed to NDOT by the last day of August.

C. Letters from Clark County and Washoe County demanding repayment of taxes deposited in the State General Fund pursuant to AB 595 passed by the 2007 Legislature and AB 543 passed by the 2009 Legislature

On July 5, 2011, the Clark County District Attorney's office submitted a letter to the members of the Board of Examiners demanding repayment of funds in the amount of \$102,533,033. The claim for refund cites the Nevada Supreme Court decision in Clean Water Coalition vs. the M. Resort, 127 Nev. Adv. Op. No 24 and claims that the diversion of funds from Clark County to the State pursuant to AB 543 passed, which became effective July 1, 2009 is unconstitutional.

On July 6, 2011, the Washoe County Commission submitted a letter to the Nevada State Controller demanding repayment of funds in the amount of \$21,497,617. The claim for refund cites the Nevada Supreme Court decision in Clean Water Coalition vs. the M. Resort, 127 Nev. Adv. Op. No 24 and claims that the diversion of funds from Washoe County to the State General Fund and the State Highway Fund is unconstitutional. The Washoe County demand letter cites both AB 543 passed by the 2009 Legislature and AB 595 passed by the 2007 Legislature. The Washoe County demand letter states that the County will withhold payment of any such revenues the County has not yet paid.

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

***11. 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

September 13, 2011

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE August 15, 2011 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL REVISIONS

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions and/or revisions in the following Chapters: **2900 – Tort Claims**

Clerk’s Recommendation: I recommend approval.

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

Comments:

*4. FOR POSSIBLE ACTION – APPROVAL TO RENEW BUILDING LEASE

A. Department of Conservation and Natural Resources – State Lands

Pursuant to NRS 322.065, the Nevada Division of State Lands is requesting approval for renewal of a 5-year lease for occupancy of a state-owned building in Winnemucca by JOIN, Inc., a non-profit organization.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – STATE VEHICLE PURCHASE**

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

| AGENCY NAME | # OF VEHICLES | NOT TO EXCEED: |
|--|---------------|------------------|
| Department of Corrections – Administration | 7 | \$222,446 |
| Department of Wildlife – Law Enforcement | 5 | \$119,516 |
| Total: | 12 | \$341,962 |

Clerk’s Recommendation: I recommend approval.

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

Comments:

***6. LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

***7. CONTRACTS**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

***8. MASTER SERVICE AGREEMENTS**

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

9. INFORMATION ITEMS

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

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153 the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending June 30, 2011 (reference NRS 321.5954).

- **1989 Tahoe Basin Act**

The agency reports that there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.

- **Lake Tahoe Mitigation Program**

The agency reports that there was one land coverage sales transaction under this program for the quarter. That transaction involved the sale of 2,616 square feet of Class 4 restored land coverage in the South Stateline hydrologic zone and generated \$48,396 in proceeds. The agency also reports that there was one acquisition of interest in land under the Lake Tahoe Mitigation Program during the fourth quarter of FY11. The Nevada Land Bank purchased 164,613 square feet of sensitive land coverage from the Incline Lake Corporation at a cost of \$800,000. No state funds were used in this transaction.

Comments:

B. Department of Transportation – Administration

A dispute existed as to the responsibility for payment of construction costs arising from a developer agreement entered into between the Nevada Department of Transportation (NDOT) and Syncon Homes. NDOT requested additional payment of \$400,000 and Syncon has offered \$100,000 in full and final payment of NDOT's demand for payment. No litigation has been filed relative to this dispute. The Agreement provides that payment is to be directed to NDOT by the last day of August.

Comments:

C. Letters from Clark County and Washoe County demanding repayment of taxes deposited in the State General Fund pursuant to AB 595 passed by the 2007 Legislature and AB 543 passed by the 2009 Legislature

On July 5, 2011, the Clark County District Attorney's office submitted a letter to the members of the Board of Examiners demanding repayment of funds in the amount of \$102,533,033. The claim for refund cites the Nevada Supreme Court decision in Clean Water Coalition vs. the M. Resort, 127 Nev. Adv. Op. No 24 and claims that the diversion of funds from Clark County to the State pursuant to AB 543 passed, which became effective July 1, 2009 is unconstitutional.

On July 6, 2011, the Washoe County Commission submitted a letter to the Nevada State Controller demanding repayment of funds in the amount of \$21,497,617. The claim for refund cites the Nevada Supreme Court decision in Clean Water Coalition vs. the M. Resort, 127 Nev. Adv. Op. No 24 and claims that the diversion of funds from Washoe County to the State General Fund and the State Highway Fund is unconstitutional. The Washoe County demand letter cites both AB 543 passed by the 2009 Legislature and AB 595 passed by the 2007 Legislature. The Washoe County demand letter states that the County will withhold payment of any such revenues the County has not yet paid.

Comments:

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

***11. 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: Thursday, August 15, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Cathy Gregg, Budget Analyst *CG*
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting. An analysis of the action item and recommendation is also provided. No action by the Interim Finance Committee is required for this item.

OFFICE OF THE ATTORNEY GENERAL

Nature of the Request:

Effective October 1, 2011, the statutory limit to pay claims per NRS 41.035 increases from \$75,000 to \$100,000. The Attorney General's Office requests its delegated authority to pay claims under the State Administrative Manual (SAM) 2905 is increased to match the new statutory limit.

Recommendation:

Approve the SAM modification effective October 1, 2011 so it corresponds with the statutory change.

| |
|-----------------------|
| REVIEWED: <i>JG</i> |
| ACTION ITEM: <u>3</u> |

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 030

Department: Office of the Attorney General

Division (if applicable): Administrative Services/Tort Claims Unit

Appointing authority:

Agency contact (name, phone and e-mail):

Nancy Bowman, Tort Manager

775-684-1252

nbowman@ag.nv.gov

1. Reason/purpose for requested change:

Legislative change to NRS 41.035, effective October 1, 2011 changes the award for damages from \$75,000 to \$100,000.

2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

2905 Authority to Pay Claims

The Board of Examiners has authorized the Office of the Attorney General to pay claims up to and including *\$100,000* ~~\$75,000~~. Payment over *\$100,000* ~~\$75,000~~ must be approved by the Board of Examiners which meets about every 4 weeks.

3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable):

The change in SAM is for the dollar amount only and is based on the statute change. There are no anticipated benefits to agencies.

4. Will recommended change have a fiscal impact (if yes, explain):

There are no fiscal impacts to this change in SAM; any fiscal impacts would have been analyzed at the time of the NRS change as approved by the State Legislature.

5. Proposed effective date:

Effective date per statute is October 1, 2011.

BOARD OF EXAMINERS APPROVAL DATE: _____

(for BOE use only)

2

NRS 41.035 Limitation on award for damages in tort actions. [Effective October 1, 2011.]

1. An award for damages in an action sounding in tort brought under NRS 41.031 or against a present or former officer or employee of the State or any political subdivision, immune contractor or State Legislator arising out of an act or omission within the scope of the person's public duties or employment may not exceed the sum of \$100,000, exclusive of interest computed from the date of judgment, to or for the benefit of any claimant. An award may not include any amount as exemplary or punitive damages.

2. The limitations of subsection 1 upon the amount and nature of damages which may be awarded apply also to any action sounding in tort and arising from any recreational activity or recreational use of land or water which is brought against:

(a) Any public or quasi-municipal corporation organized under the laws of this State.

(b) Any person with respect to any land or water leased or otherwise made available by that person to any public agency.

(c) Any Indian tribe, band or community whether or not a fee is charged for such activity or use. The provisions of this paragraph do not impair or modify any immunity from liability or action existing on February 26, 1968, or arising after February 26, 1968, in favor of any Indian tribe, band or community.

↳ The Legislature declares that the purpose of this subsection is to effectuate the public policy of the State of Nevada by encouraging the recreational use of land, lakes, reservoirs and other water owned or controlled by any public or quasi-municipal agency or corporation of this State, wherever such land or water may be situated.

(Added to NRS by 1965, 1414; A 1968, 44; 1973, 1532; 1977, 985, 1539; 1979, 1736; 1987, 543; 1995, 1073; 2007, 3024, 3025, effective October 1, 2011)



DEPARTMENT OF ADMINISTRATION

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

Date: August 9, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

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

Nature of the Request:

**APPROVAL TO RENEW BUILDING LEASE TO JOB OPPORTUNITIES IN NEVADA,
INC. (JOIN)**

Pursuant to NRS 322.065, the Nevada Division of State Lands is requesting approval for renewal of a 5-year lease for occupancy of a state-owned building in Winnemucca by JOIN, Inc., a non-profit organization.

This lease would grant a new 5-year term, with up to two additional 5-year periods options. The rent charge to JOIN is \$537 per month for 3600 square feet of rental space. This is equivalent to approximately \$.15 per square foot. There is an additional 4,000 square feet of office space, classroom and meeting space available for JOIN and its co-occupants for additional rent if the state chooses to make such an adjustment.

The state does have the option to occupy and utilize unused rental space in the facility if that occupancy does not adversely affect JOIN's operations. The Adult Diploma and GED programs

of Humboldt County School District and Humboldt Volunteer Hospice and Human Development Corporation will co-occupy the building with JOIN.

Recommendation:

Recommend approval

| |
|--|
| REVIEWED: <u> <i>W</i> </u> |
| ACTION ITEM: <u> </u> |

NRS 322.065 Lease of state land to certain nonprofit organizations or educational institutions for reduced charge; approval of lease; determination of rent; waiver of fee; exclusions.

1. Except as otherwise provided in this section, land may be leased pursuant to NRS 322.060 to:

(a) A nonprofit organization that is recognized as exempt under section 501(c)(3) of the Internal Revenue Code and is affiliated by contract or other written agreement with an agency of this State; or

(b) A public educational institution,

↪ under such terms and for such consideration as the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar, determines reasonable based upon the costs and benefits to the State and the recommendation of the persons who approve the lease.

2. To lease property pursuant to this section, at least two of the following persons must approve the lease and establish the recommended amount of rent to be received for the property:

(a) The Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar.

(b) The Chief of the Buildings and Grounds Division of the Department of Administration.

(c) The Director of the Department of Health and Human Services or a person designated by the Director.

↪ Such persons shall render a decision on an application to lease property pursuant to this section within 60 days after the application is filed with the Administrator of the Division of State Lands.

3. In determining the amount of rent for the lease of property pursuant to this section, consideration must be given to:

(a) The amount the lessee is able to pay;

(b) Whether the property will be used by the lessee to perform a service of value to members of the general public; and

(c) Whether the service to be performed on the property will be of assistance to any agency of this State.

4. The State Land Registrar may waive any fee for the consideration of an application submitted pursuant to this section.

5. The provisions of this section do not apply to property granted to the State by the Federal Government and held in trust by the State for educational purposes.

(Added to NRS by 1995, 833)

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

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

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor



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

Address Reply to

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

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES


Division of State Lands

MEMORANDUM

DATE: August 5, 2011

TO: Jeff Mollencamp, Director
Department of Administration

ATTN: Jim Rodriguez, Budget Analyst IV
Department of Administration

FROM: 
Jim Lawrence, Administrator

RE: **BOE and IFC approval request for renewal of a building lease to JOIN, Inc. in Winnemucca, Humboldt County**

RECEIVED

AUG 08 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Under the authority of NRS 322.065, the Division of State Lands is requesting Board of Examiner and Interim Finance Committee approval for renewal of a 5-year lease for occupancy of a state-owned building in Winnemucca by Job Opportunities in Nevada, Inc. (JOIN), a non-profit organization. JOIN, Inc. has leased the building continuously since October, 1997 for office space.

The lease would grant a new 5-year term, with up to two additional 5-year periods upon the consent of both parties. In consideration of this lease JOIN, Inc. agrees to pay \$537.00 per month in rent to the State of Nevada. The Lease reserves the right of the State to occupy any unused office space as available for conducting business if such programs will not adversely impact the Lessee.

We appreciate your assistance in obtaining approval from both the Board of Examiners and the Interim Finance Committee. Copies of the executed lease are attached for signature.

Please do not hesitate to contact me in the event you have any questions regarding this lease renewal.

4

Attachments

Copy: Kay Scherer, Deputy Director, DCNR
Conni Bohemier, Management Analyst I

| | |
|------------------------------|-----------------|
| For Budget Division Use Only | |
| Reviewed by: | _____ |
| Reviewed by: | _____ <i>OW</i> |
| Reviewed by: | _____ |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation & Natural Resources, Division of State Lands

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

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

4. Address of Lease property: 705 E. 4th St., Winnemucca, NV

| | | | |
|--------------------|----------------|--|--|
| a. Square Footage: | 3,600 | sq. ft. with option to use an additional | 4,000 sq. ft. |
| b. Cost: | cost per month | # of months in time | Cost per Year |
| | | | time frame |
| | \$537.00 | 60 | \$6,444.00 |
| | | | 5 year term w/2-5 year renewal options |
| | | | Approximate cost per square foot |
| | | | \$0.150 |

c. Total Lease Consideration: _____

d. Rental Adjustments: Fee reevaluation for use of additional square footage.

e. Term: 5 years

f. Option to renew: 2 - 5 year renewal options

g. Utilities: Tenant responsibility

h. Janitorial: Tenant responsibility

i. Major repairs: to be requested through CIP

j. Minor repairs: Tenant responsibility

k. Taxes: N/A

l. Comparable costs: _____

m. Specific termination clause in lease: Yes, also Breach/Default Clause

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

5. Purpose of the lease: Continued operation of JOIN's programs and community offerings

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

RECEIVED

AUG 08 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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


Remarks: This is the reissuance of an existing lease with JOIN that had reverted to "month to month" status. JOIN has been leasing this facility from the State since 1997.

6

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

| | | | |
|----|---|---------------|---------|
| a. | Nevada Business ID Number: | NV19961146437 | |
| b. | The Contractor is registered with the Nevada Secretary of State's Office as a?: | LLC [] | INC [] |
| c. | Is the Contractor Exempt from obtaining a Business License: | Yes | No X |
| | *If yes, please explain: | | |
| d. | Is the Contractors Name the same as the Legal Entity Name? | Yes X | No |
| | *If no, please explain: | | |
| e. | Does the Contractor have a current Nevada State Business License (SBL)? | Yes X | No |
| | *If no, please explain: | | |
| f. | Is the Legal Entity active and in good standing with the Nevada Secretary of States Office? | Yes X | No |

 8/5/11
 Authorized Signature - Division of State Lands Date

 Authorized Signature - Agency Date

For Board of Examiners Yes

No



C&NR-4, REM, #3469
A.P.N. 15-201-17
Humboldt County

Recording Requested by & Return to:
NEVADA DIVISION OF STATE LANDS
901 S. STEWART ST, SUITE 5003
CARSON CITY, NV 89701-5246

RECEIVED

AUG 08 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

LEASE

THIS LEASE, made and entered into this _____ day of _____, 2011 by and between the STATE OF NEVADA, acting through the DIVISION OF STATE LANDS, hereinafter referred to as LESSOR, and JOB OPPORTUNITIES IN NEVADA, INC. (JOIN), hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, pursuant to NRS 322.065, the State Land Registrar may lease land for reduced charge to certain non-profit organizations if the non-profit organization is recognized as exempt under Section 501(c)(3) of the Internal Revenue Code and is affiliated by contract or written agreement with an agency of the State of Nevada or to public institutions;

WHEREAS, the DIVISION OF STATE LANDS finds by documentation recorded in the Office of the Secretary of State, that JOIN is a non-profit organization, and also finds that JOIN receives financial assistance from various State agencies;

WHEREAS, the Federal Government conveyed to the State for use of the certain real property located in the City of Winnemucca, County of Humboldt, known as the former district office of the Bureau of Land Management; and

WHEREAS, JOIN has leased a portion of the property since October, 1997 and the LESSOR is

willing to allow them to continue to use this portion of the property; and

WHEREAS, it is understood that the Adult Diploma and GED Programs of Humboldt County School District and Humboldt Volunteer Hospice and Human Development Corporation will co-occupy the building with JOIN. Other non-profit and community based programs are allowed to co-occupy the building upon approval by LESSOR.

NOW THEREFORE, for and in consideration of the rents herein reserved and the covenants, terms and conditions herein contained, the LESSOR does hereby lease unto LESSEE for the purposes of workforce development to include adult education, the portion of the property described below, including office space , class rooms, storage room and parking. This portion of property is described as real property located in the City of Winnemucca, County of Humboldt, State of Nevada, and more particularly described as follows:

- A. Approximately 3,600 square feet of occupied office space located at 705 E. 4th Street described as the “Main Office Building”.
- B. An additional approximately 4,000 square feet of office space, classroom and meeting space, described as the “Two Story Addition” is available for use by LESSEE for the LESSEE’s programs or other community based programs. Occupancy and use is subject to approval by the State of Nevada. The State reserves the right to reevaluate the Lease payments (rents) if this additional space is occupied. Further, the State reserves the right to occupy any unused office space as available for conducting State business if such occupancy will not adversely impact the programs of the LESSEE.
- C. LESSEE is responsible for the entire facility (Main Office Building and Two Story Addition).
- D. Parking space as available.

Subject, however to the following specific conditions:

1. TERM: The term of the LEASE is approximately FIVE (5) years, commencing upon the approval of the Board of Examiners and the Interim Finance Committee, and ending on the 31st day of December 2016, unless sooner terminated in whole or in part as hereinafter provided, or extended. This Lease may be extended for up to two (2) additional 5 year periods, with or without modifications, with the consent of the parties hereto and with such approvals as may be required by law.

2. CONSIDERATION: In consideration for this LEASE, the LESSEE agrees to pay LESSOR the sum of: FIVE HUNDRED THIRTY SEVEN AND NO/100 DOLLARS (\$537.00) PER MONTH. Lease fees are due and payable in advance on or before the first day of each month during the term of the Lease.

3. AUTHORIZATION OF REPAIRS: With advance written approval, LESSOR will consider payment for certain improvements or renovations to the premises. These improvements or renovations must directly benefit the State and be in accord with present and future State use of the site. The process for requesting repairs is specified as follows:

- Repairs must be pre-authorized through the Division of State Lands prior to commencement of any work.
- An estimate of repairs must be submitted to the Division of State Lands in writing on the vendor letterhead or an estimate form.
- Upon receipt of the written estimate and approval from the LESSOR, LESSOR'S fiscal staff will verify with the Controller's Office the status of the potential vendor and then work with the vendor to be set up in the state system, if needed, and issue a purchase order to the vendor.
- The purchase order will be forwarded to LESSEE as written approval and a promise of payment to the vendor from LESSOR.

- LESSEE will arrange for the approved work to be completed and provide the vendor with a purchase order.
- The invoice will be submitted upon receipt to the Division of State Lands for payment.
- The Division of State Lands will issue a voucher to the Controller's Office who will issue payment to the vendor within 30 days.

Exhibit "A" lists the Tenant/Building Owner definitions and responsibilities for maintenance, reconditioning or renovation of the premises. Improvements will be considered only if the account balance is sufficient to cover the anticipated expenditure. State contracting procedures and limits will apply to all work contracted for by LESSOR.

4. LATE PAYMENT FEE: If, after full execution of this LEASE, any base rent payment is not made to LESSOR on or before the 5th day of the month as provided herein, the LESSEE shall pay the LESSOR a late payment fee in the amount of \$26.85, or five percent (5%) of the monthly rental amount due, for payments received after the fifth day of each month. If late fees become more than 15 days in arrears, the Lease may be terminated by the LESSOR. Said payments shall be made by check to:

**DIVISION OF STATE LANDS
901 S. STEWART STREET, SUITE 5003
CARSON CITY, NV 89701-5246**

5. USE OF PREMISES: LESSEE shall use the premises for office space, classrooms, storage room and parking. All activities must be compatible with and not interfere with LESSOR'S continued use of the site. Should the LESSOR notify LESSEE of any incompatible activity or interference, the activity shall cease immediately. LESSEE shall not permit the premises to be used by any group not authorized by LESSOR. LESSEE shall not permit the premises to be used for any business or commercial enterprises, or for any other purpose, without the **written** consent of LESSOR.

//

5. NOTICES TO LESSEE: The Nevada Revised Statutes require that any tenant be notified by the landlord of the procedure involved to report to the appropriate authorities a nuisance, a building safety or health code/regulation violation, and requires the tenant to be provided with the name of an individual within the same county for emergency contact purposes. Therefore, you (as LESSEE) are being given the following notice:

It is a misdemeanor to commit or maintain a public nuisance or to allow any building to be used for a public nuisance. Any person who willfully refuses to remove such a nuisance when there is a legal duty to do so is guilty of a misdemeanor (NRS 202.470).

NRS 118A.200 requires a tenant to be notified where a public nuisance may be reported. Nuisances should be reported to the Winnemucca Police Department, 25 W. 5th Street, Winnemucca at 623-6396. A violation of building, health or safety codes or regulations may be reported to the City of Winnemucca Public Safety Department at 623-6319, or to the State of Nevada, Division of Health at 623-6588.

In the event of an emergency on the property that you are leasing, you are instructed to contact: The Winnemucca Police Department at (775) 623-6396.

(a) **RADON GAS DISCLOSURE:** Radon, a naturally occurring radioactive gas, has been found at levels that exceed federal and state guidelines in some buildings in the State of Nevada. The LESSOR makes the following disclosure as required by law: "Radon Gas", when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the Nevada State Division of Health. A risk assessment or inspection by the LESSEE for possible radon hazards is recommended prior to occupancy.

(b) **LEAD PAINT DISCLOSURE:** LESSEE understands that occupancy of a building built prior to

1978 may present exposure to lead from lead-based paint that may place young children or pregnant women at particular risk from lead poisoning. The owner is required to provide any information on lead-based paint hazards from risk assessments or inspections in the owner's possession and to notify the tenant of any known lead-based hazards. A risk assessment or inspection by the LESSEE for possible lead-based paint hazards is recommended prior to occupancy.

6. MAINTENANCE AND REPAIRS: LESSEE will be responsible for all janitorial services and routine care and maintenance of the premises, including but not limited to, watering, mowing, trimming and care of all trees, shrubs and lawn areas. The tenant responsibilities are defined in **Exhibit A**. LESSEE will return the office space to the LESSOR in a condition and state of repair that is comparable to the building's condition when first occupied, plus subsequent improvements, normal wear and tear excepted. LESSOR shall maintain the exterior of said premises in good repair and tenantable condition during the term of this LEASE, except in the event of damage arising from the willful act or negligence of the LESSEES'S agents or employees. For the purposes of maintaining the premises, LESSOR reserves the right, at reasonable times, to enter and inspect the premises and make any necessary repairs thereto. The LESSEE may also, with prior written permission from LESSOR and the State Public Works Division, modify the interior and hire contractors to make any additional approved modifications or repairs.

7. UTILITIES: LESSEE agrees to pay for:

- A. Natural gas, electrical power, water and sewer.
- B. Telephone and fax services as needed for the lease facilities.
- C. Garbage service as needed. Dumpsters or garbage containers are to be emptied on a schedule which is satisfactory to LESSOR.

8. ACCESS AND PARKING: LESSOR will provide access to the site and parking for LESSEE'S

employees and students as available.

9. TERMINATION OF LEASE: Either party shall have the right to terminate the LEASE in whole or in part at any time during the term hereof provided, however, that either party shall give a SIXTY (60) day written notice of election to terminate. It is understood that LESSOR shall terminate this Lease if the property is needed for state purposes. In the event of termination, it is agreed that any interest that LESSEE may have in said premises shall thereupon terminate and shall revert to LESSOR, its successors and assigns, and that LESSOR shall have no further obligation to LESSEE.

10. DESTRUCTION OF PROPERTY: The LESSEE agrees to reimburse LESSOR for any and all damage caused by LESSEE its clients or staff. Damage claims will be made in writing by LESSOR to LESSEE. If said premises are destroyed by fire or other casualty, this LEASE shall immediately terminate.

11. WAIVER OF SUBROGATION: LESSOR and LESSEE hereby waive any rights each may have against the other for loss or damage to their property in which they may have an interest where such loss is caused by a peril of the type generally covered by fire insurance with extended coverage or arising from any cause pertaining to structures which the claiming party was obligated to insure against under this LEASE. With respect to structural damage for which coverage exists, each party waives any right of subrogation that it might otherwise have against the other party, any additional designated insured and any other tenant in the building. The parties agree to cause their respective insurance companies insuring the premises or insuring their property on or in the premises to execute a waiver of any such rights of subrogation or, if so provided in the insurance contract to give notice to the insurance carrier that the foregoing mutual waiver of subrogation is contained in this Lease.

12. BREACH OR DEFAULT: In the event of any failure by the LESSEE to keep and comply with any of the terms, covenants or provisions of this LEASE or any breach by LESSEE, LESSEE shall have

THIRTY (30) days from the receipt of written notice of such default or breach within which to remove or cure said default or breach. In the event of breach or default by LESSEE which is not removed or cured within the time limits set forth above, LESSOR may, in addition to any other right of re-entry or possession, and at LESSOR'S sole option, consider the LEASE forfeited and terminated and may re-enter and take possession of the Assigned premises, removing all persons and property therefrom with prior notification to LESSEE so that arrangements concerning the removed property can be made. In the event of such forfeiture and termination of the LEASE, shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this LEASE agreement.

13. HOLDOVER TENANCY: If LESSEE holds possession of the premises after the term of this LESSEE or any renewal thereof, this LEASE shall become a month-to-month LEASE on the terms herein specified and all conditions of this lease will remain in effect. Rent shall continue to be paid on the terms herein specified, and LESSEE shall continue to be a month-to-month tenant until the LEASE shall be renewed or shall be terminated by any party hereto by written notice of termination delivered at least one (1) month prior to termination.

14. INDEMNIFICATION: LESSEE, its successors and assigns, agrees to indemnify and hold harmless the State of Nevada and its agents from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the condition or use of the premises for the purposes covered herein or related activities, including any hazard, deficiency, defect or other matter, known or unknown.

LESSEE does hereby release LESSOR from any and all liability for loss and damage to the real or personal property located on the premises, whether belonging to LESSOR or to any third party or persons, and occurring from any cause whatsoever, and including, but not limited to fire, lightning, flood, windstorm, hail, explosion, riot, attending a strike, civil commotion, aircraft, vehicles, acts of

terrorism, and smoke.

15. INSURANCE: The LESSEE agrees that in order to protect itself and LESSOR, under the indemnification clause contained herein, LESSEE shall at all times during the term of this lease have and keep in force liability insurance, including comprehensive general liability with personal injury, contractual and broad form property damage liability endorsements, including fire and extended coverage risks, and public liability coverage, as described in this section. Property damage insurance shall be for the replacement value of the leased property. All policies shall provide to LESSEE primary coverage for all claims and losses arising from the use, occupancy and operation of the leased premises under this Lease, and shall name LESSOR as loss payee for property damage and as additional insured for liability insurance and a cross-liability endorsement.

All policies must name the State of Nevada, its agents, officers and employees as an additional insured under the terms of the LESSEE'S insurance policy. Said coverage will be sufficient to cover all liabilities which might arise out of the use of leased facilities and/or liabilities incurred by LESSOR'S or LESSEE'S personnel. Such insurance coverage must be provided by insurers licensed by the State of Nevada and with a minimum A.M. Best rating of A-VII. LESSEE'S insurance policy shall include personal liability coverage in the minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and a general aggregate limit of TWO MILLION (\$2,000,000) DOLLARS. The LESSOR will review the limits of coverage every two years and may at its own discretion raise the minimum limits of coverage.

Required Language of the Endorsement -Said policy shall contain the following language: "State of Nevada, its agents, officers and employees and agents is named via endorsement as an additional insured under the terms of this policy."

A signed complete Certificate of Insurance, and a copy of the endorsed policy with all the

endorsements required herein, shall be presented to LESSOR or his designee on or before the Lease commencement date. The policy must contain a 30-day written cancellation notice requiring the insurer to deliver a notice to LESSOR no less than THIRTY (30) days in advance of the effective date thereof. Said insurance policy will not be cancelled or materially altered without prior written notice to LESSOR.

16. WORKMAN'S COMPENSATION INSURANCE: The LESSEE shall purchase and maintain workers' compensation for any paid and volunteer employees as required by NRS Chapters 616 and 617. A certificate evidencing coverage shall be filed with the LESSOR.

17. TAXES: LESSEE shall use the demised premises only for the purposes heretofore stated, and it is understood and agreed that should any real property taxes be due or owing upon the demised premises, LESSOR shall have no responsibility to pay them. LESSOR shall also have no responsibility to pay any personal property taxes because of any personal property brought upon or used in connection with the demised premises, and LESSEE will indemnify LESSOR, therefore, should such taxes at any time be assessed.

18. UNLAWFUL CONDUCT: LESSEE shall not use, permit or cause to be used any part of the said premises for any unlawful conduct or purpose. This LEASE may be cancelled by LESSOR with a FIFTEEN (15) day notice for such unlawful conduct. In the event of such cancellation, LESSOR shall not prorate or rebate any rental payments or have any other responsibility to LESSEE regarding this LEASE agreement.

19. ATTORNEY FEES: In the event that any lawsuit should be brought for recovery of the premises or for any sum due herein or because of any act which may arise out of the possession by LESSEE, the State shall be entitled to all costs incurred in connection with such action including a reasonable attorney fee. If any suit is brought by the LESSOR against the LESSEE to recover any rent or for breach of any agreement herein contained by LESSEE to be performed or kept, or for any summary action by LESSOR

for forfeiture of this LEASE, or to recover possession of said premises, then and in that event LESSOR and LESSEE agree that any judgment which may be entered in favor of either party to such proceeding may include a reasonable attorney's fee to be fixed by the court, which sum the losing party shall pay to the prevailing party.

20. ENTRY AND INSPECTION: The LESSEE shall permit the LESSOR or their agents to enter the premises at any time for the purpose of inspecting the same.

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

22. REMEDIES: The remedies given to LESSOR shall be cumulative, and the exercise of any one remedy by LESSOR shall not be to the exclusion of any other remedy.

23. NOTICES: All notices under this LEASE shall be in writing and delivered in person or sent by certified mail, return receipt requested, to LESSOR or to LESSEE at their respective address set forth below or to such other address as may hereafter be designated by either party in writing.

LESSOR'S ADDRESS:

Division of State Lands
901 S. Stewart St., Suite 5003
Carson City, NV 89701-5246

LESSEE'S ADDRESS:

JOIN, Inc.
1005 Terminal Way, Ste 202
Reno, NV 89502

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

25. SUBLEASE AND ASSIGNMENT: This LEASE may not be assigned or the premise sublet without the written consent of LESSOR.

26. ORDINANCES AND STATUTES: LESSEE shall comply with all city and county ordinances,

as well as statutes and requirements of all State authorities now in force or which may hereinafter be put into force pertaining to the premises or use of the premises by LESSEE.

27. CHOICE OF LAW: The parties agree that this LEASE is governed by the laws of the State of Nevada.

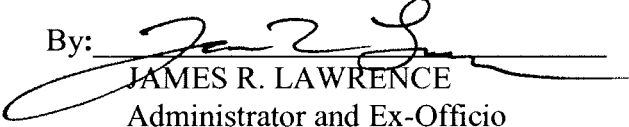
28. WARRANTIES: LESSOR makes no warranty as to the condition of or the adequacy of the Assigned premises for the proposed uses of the LESSEE.

The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have subscribed this LEASE on the day and year first above written.

LESSOR:

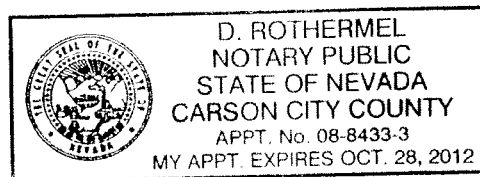
**STATE OF NEVADA
Division of State Lands**

By: 
JAMES R. LAWRENCE
Administrator and Ex-Officio
State Land Registrar

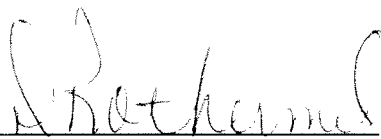
STATE OF NEVADA

CARSON CITY

)
SS.
)



On August 05, 2011 personally appeared before me, a notary public, JAMES R. LAWRENCE, Administrator and Ex-Officio State Land Registrar, Division of State Lands, who acknowledged that he executed the above instrument.


NOTARY PUBLIC


APPROVED per NRS 322.065 (b)

**STATE OF NEVADA
Division of Buildings & Grounds**

By: 
CINDY EDWARDS
Administrator

APPROVED as to Form:

**CATHERINE CORTEZ MASTO
Attorney General**

By: 
KEVIN BENSON
Deputy Attorney General

APPROVED:

STATE BOARD OF EXAMINERS

By: _____
CLERK OF THE BOARD

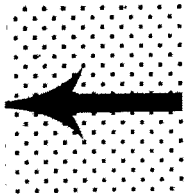
Date: _____

APPROVED:

INTERIM FINANCE COMMITTEE

By: _____

Date: _____



21

EXHIBIT A

WINNEMUCCA JOIN FACILITY LEASE

TENANT/LANDOWNER GENERAL LIST OF RESPONSIBILITIES

DEFINITIONS:

MAINTENANCE:

Actions needed to keep fixed assets in an acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life.

It includes work needed to meet laws, regulations, codes, and other legal direction (ie: Americans With Disabilities Act compliance) as long as so the original intent or purpose of the fixed asset is not changed.

Maintenance does not include activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

RECONDITIONING OR RENOVATION:

A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

RENOVATIONS/IMPROVEMENTS:

Advancing a fixed asset to a better quality or state. Improvement includes replacement, substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose.

TENANT/LESSEE MAINTENANCE, RECONDITIONING OR RENOVATION RESPONSIBILITIES:

Actions that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient and sanitary operating condition. It is work that may be expensed, but not capitalized for tax purposes. Examples include, but are not limited to, interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, replacement of locks, cleaning, unplugging drains, and routine replacement items.

Preventive maintenance is lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, or aligning; general landscaping, including watering, weeding and sweeping; floor waxing, carpet cleaning, refinishing, housekeeping, and general snow removal.

In fulfilling these responsibilities, the Lessee shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws,

22

regulations, and ordinances and industry standards or codes applicable to the permitted operation.

Interior safety items, such as fire extinguishers, signage, repair and installation of safety lighting or interior inspections are the responsibility of the Lessee.

LESSOR/ STATE OF NEVADA MAINTENANCE, RECONDITIONING OR RENOVATION RESPONSIBILITIES:

Actions that arrest deterioration, improves and upgrades facilities, and appreciably prolongs the life of the building and property.

Examples include, but are not limited to: Installing/repairing a new roof, new floor, or new siding, rebuilding or replacing boilers, heating and air conditioning units, replacing pipes, pumps, and motors; repairing or maintaining paths, lands, walks, walls, or foundations; replacing toilets, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition above.

Maintenance, reconditioning, renovation or improvement, whether performed by the Lessee or the State, shall be performed at the sole discretion of the Division of State Lands.



DEPARTMENT OF ADMINISTRATION

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

Date: August 17, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Susan Brown, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CORRECTIONS – CORRECTIONS ADMINISTRATION

Statutory Authority

NRS 334.010(1) - No automobile may be purchased by any department, office, bureau, officer or employee of the State without prior written consent of the State Board of Examiners.

Nature of the Request:

CORRECTIONS ADMINISTRATION – APPROVAL TO PROCEED WITH PURCHASE OF SEVEN REPLACEMENT VEHICLES

Pursuant to NRS 334.010(1), the Department of Corrections is requesting permission to purchase a seven passenger van, one ½ ton truck, 2 twelve passenger vans, one ¾ ton cargo van, one ¾ ton truck and one box van. These vehicle replacements are included in the legislatively approved budget, decision unit E714. Each of these vehicles is in excess of seven years of age and currently has over 100,000 miles.

Recommendation:

Recommend approval.

| |
|---------------------------------------|
| REVIEWED: _____ ACTION ITEM: _____ |
|---------------------------------------|

STATE VEHICLE PURCHASE

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

| AGENCY NAME | # OF VEHICLES | NOT TO EXCEED: |
|--|----------------------|-----------------------|
| <i>NDOC-Corrections Administration</i> | 7 | \$222,446.00 |
| | | |
| | | |
| | | |
| | | |
| <i>Total:</i> | 7 | \$222,446.00 |

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

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

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

3. All such automobiles, except:

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

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

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

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

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

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

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

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

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

RECEIVED

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

AUG 09 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

| | |
|-----------------------------------|-----------------------------------|
| Agency Name: NDOC | Budget Account #: 3710 |
| Contact Name: BETTY FARRIS | Telephone Number: 887-3346 |

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

Number of vehicles requested: 7 **Amount of the request:** \$222,446

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

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

ONE 7 PASS VAN, ONE 1/2 T TRUCK, TWO 12 PASS VANS, ONE 3/4 T CARGO VAN, ONE 3/4 TRUCK, ONE BOX VAN

Mission of the requested vehicle(s):

FACILITATE THE NDOC'S OPERATIONS OF MOVING STAFF/INMATES/EQUIPMENT AROUND THE STATE

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E714

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

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

Addition(s) 7 Replacement(s)

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

YES

Please Complete for Replacement Vehicles Only:

(For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)

Current Vehicle Information:

Vehicle #1 Model Year: 1998

Odometer Reading: 101,771

Type of Vehicle: CHEV ASTRO VAN

Vehicle #2 Model Year: 2000

Odometer Reading: 135,682

Type of Vehicle: FORD RANGER 1/2 T TRUCK

Please attach an additional sheet if necessary

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

YES

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

APPOINTING AUTHORITY APPROVAL:

Agency Appointing Authority

Title

Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

Board of Examiners

Date

Revised 7/13/10

4

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

ADDENDUM PAGE FOR NDOC VEHICLE REQUEST

Current Vehicle Information:

Vehicle #3 Model Year: 1996
Odometer Reading: 107,523
Type of Vehicle: Ford Club Wagon Van

Vehicle #4 Model Year: 1998
Odometer Reading: 164,010
Type of Vehicle: GMC Savanna Van

Vehicle #5 Model Year: 1989
Odometer Reading: 176,804
Type of Vehicle: Dodge Cargo Van

Vehicle #6 Model Year: 1983
Odometer Reading: 216,422
Type of Vehicle: GMC 3/4 ton PU Truck

Vehicle #7 Model Year: 1988
Odometer Reading: 190,000
Type of Vehicle: Ford Refer Truck



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: July 19, 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. An analysis of the action item and recommendation is also provided.

DEPARTMENT OF WILDLIFE – LAW ENFORCEMENT

Description of item

Nature of the Request

The department seeks approval to purchase five replacement vehicles for law enforcement activities. The vehicles will be based in Battle Mountain, Reno, Carson City, and Elko.

Recommendation

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

| |
|----------------------|
| REVIEWED: <u>JEM</u> |
| ACTION ITEM: _____ |

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

| | |
|--|--|
| Agency Name: Nevada Department of Wildlife | Budget Account #: 4463 |
| Contact Name: Gabe Pincoffni | Telephone Number: 775/688-1570 |
| <p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>23,903.25</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick-up truck</u></p> <p>Mission of the requested vehicle(s): This vehicle will be used for law enforcement activities in the Eastern portion of Nevada. This vehicle will be based at our Battle Mountain office.</p> | |
| <p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? A work program will be completed for the September IFC meeting. Funds to purchase this vehicle will be 100% license & fees.</p> |
| <p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)</p> | |
| <p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p>This is a pick-up truck, n/a.</p> | |
| <p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: 2004 Odometer Reading: 154,873 Type of Vehicle: Pick-up truck</p> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p> | <p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Yes, this vehicle meets the requirements per SAM 1309.</p> <p>.....</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>This vehicle is not an upgrade.</p> |
| <p>APPOINTING AUTHORITY APPROVAL:</p> <p><u>J. Dumas</u> <u>ASO III</u> <u>6/29/11</u> Agency Appointing Authority Title Date</p> | |
| <p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners Date</p> | |

Vehicle Order Information Form

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

Please print out this page and complete all fields.

| | | | |
|--|--|-------------------|---|
| Vehicle Item No., Make, Model & No.: | Item #2.15, Chevrolet Silverado ¾ ton full-size extended cab 4X4 short bed pickup truck, Model # CC20753 | | |
| Dealer Name: | Champion Chevrolet | | |
| Delivery Location: | Reno | | |
| Vehicle Colors: | Exterior: | Interior: | <input checked="" type="checkbox"/> Cloth |
| | Sheer Silver Metallic | Dark Titanium | <input type="checkbox"/> Vinyl |
| | Quantity | Unit Cost | Total Cost |
| BASE PRICE (Reno, Carson City or Las Vegas delivery) | 1 | \$ 20169 | \$20169 |
| SPECIFY OPTIONS: (description) | | | \$3706 |
| 4 wheel drive | | \$2189 | |
| Heavy duty alternator | | \$64 | |
| 4.10 rear differential ratio | | \$88 | |
| Tow package | | \$387 | |
| Power windows/door/mirrors | | \$850 | |
| Skid plate | | \$128 | |
| 40/20/40 front seat | | \$INCLUDED | |
| AC/cruise control/tilt steering/radio/ABS | | \$INCLUDED | |
| | | \$ | |
| DELIVERY COST: (If other than Reno\Carson or Las Vegas) | | \$ | |
| Total purchase price with options | | | \$23875 |
| DMV Title and DRS Fee's | | \$28.25 | \$28.25 |
| GRAND TOTAL: | | \$23903.25 | \$23903.25 |

3

STANDARD PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: | Base Price for RENO/CARSON CITY | Base Price for LAS VEGAS |
|--|------------------------------------|-----------------------------|
| 2011 Chevrolet Silverado - CC20753 | \$20,169.00 | \$20,469.00 |
| State vehicle miles per gallon (MPG): NOT RATED | | |
| State manufactures warranty: 3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain | | |
| Specify standard engine size and emission rating: 6.0L Vortec V-8 Federal Emission | | |
| Includes Minimum Standard Equipment Listed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No if no, state exceptions: | | |
| AM/FM STEREO = STD CD PLAYER - OPTIONAL SEE BELOW | | |
| Exterior Color: List available colors: Imperial Blue Metallic, Black, Blue Granite Metallic, Summit White, Sheer Silver Metallic, Taupe Gray Metallic, Victory Red, Steel Green Metallic | | |
| Seats, Cloth: List available colors: Dark Titanium | | |
| GWV: 9500(GAS) 10,000(DIESEL) | | WHEELBASE: 144.20 |

4

ITEMIZED OPTION PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| | DEDUCT AMOUNT |
|--|----------------------------|
| ABS Brake System | \$- N/A |
| Air Conditioning | \$- N/A |
| Cruise Control | \$-212.00 |
| Deep Tint Glass | \$- N/A |
| Engine, Alt Size 6.6L V-8 Duramax Diesel | \$- N/A |
| Engine Block Heater | \$- N/A |
| Four Wheel Drive (4x4) | \$- N/A |
| Heavy Duty Alternator | \$- N/A |
| Keyless Entry w/Fob | \$- N/A |
| Limited Slip Differential | \$- N/A |
| Paint, Metallic | \$- N/A |
| Power Mirrors | \$- N/A |
| Power Locks | \$- N/A |
| Power Seats | \$- N/A |
| Power Windows | \$- N/A |
| Radio; AM/FM Stereo, CD Player | \$- N/A |
| Rear Window Defogger | \$- N/A |
| Seats, Vinyl | \$- N/A |
| Vinyl Colors: Dark Titanium | \$ Avail @ no extra charge |
| Skid Plate (Requires 4X4 option) | \$128.00 |
| Tilt Steering | \$STD |
| Tire, Spare, Full Size | \$STD |
| Trailer Tow Mirrors (Not avail with Pwr Win/Lcks/Mir) | \$60.00 |
| Trailer Tow Mirrors-Power (Req Pwr Win/Locks/Mirrors) | \$207.00 |
| Trailer Tow Pack(Incl- Inter. Brake Cont & Locking Diff) | \$387.00 |

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 400.00 flat.

51

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

| | |
|--|---|
| Agency Name: Nevada Department of Wildlife | Budget Account #: 4463 |
| Contact Name: Gabe Pincolini | Telephone Number: 775/888-1570 |
| <p>Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information:</p> <p>Number of vehicles requested: <u>1</u> Amount of the request: <u>23,903.25</u></p> <p>Is the requested vehicle(s) new or used: <u>New</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Pick-up truck</p> <p>Mission of the requested vehicle(s): This vehicle will be used for law enforcement activities in the Western portion of Nevada. This vehicle will be based at our Reno office.</p> | |
| <p>Were funds legislatively approved for the request?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>If yes, please provide the decision unit number:</p> <p>If no, please explain how the vehicles will be funded? A work program will be completed for the September IFC meeting. Funds to purchase this vehicle will be 100% license & fees.</p> |
| <p>Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):</p> <p><input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)</p> | |
| <p>Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.</p> <p>This is a pick-up truck, n/a.</p> | |
| <p>Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)</p> <p>Current Vehicle Information: Vehicle #1 Model Year: 2004 Odometer Reading: 155,088 Type of Vehicle: Pick-up truck</p> <p>Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:</p> <p><i>Please attach an additional sheet if necessary</i></p> | <p>Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.</p> <p>Yes, this vehicle meets the requirements per SAM 1309.</p> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>This vehicle is not an upgrade.</p> |
| <p>APPOINTING AUTHORITY APPROVAL:</p> <p><u>J. Duffa</u> <u>ASD III</u> <u>6/27/11</u> Agency Appointing Authority Title Date</p> | |
| <p>BOARD OF EXAMINERS' APPROVAL:</p> <p><input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase</p> <p>_____ Board of Examiners Date</p> | |

6

Vehicle Order Information Form

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

Please print out this page and complete all fields.

| | | | |
|--|--|----------------------------|---|
| Vehicle Item No., Make, Model & No.: | Item #2.15, Chevrolet Silverado ¾ ton full-size extended cab 4X4 short bed pickup truck, Model # CC20753 | | |
| Dealer Name: | Champion Chevrolet | | |
| Delivery Location: | Reno | | |
| Vehicle Colors: | Exterior: Sheer Silver Metallic | Interior: Dark Titanium | <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl |
| | Quantity | Unit Cost | Total Cost |
| BASE PRICE (Reno, Carson City or Las Vegas delivery) | 1 | \$ 20169 | \$20169 |
| SPECIFY OPTIONS: (description) | | | \$3706 |
| 4 wheel drive | | \$2189 | |
| Heavy duty alternator | | \$64 | |
| 4.10 rear differential ratio | | \$88 | |
| Tow package | | \$387 | |
| Power windows/door/mirrors | | \$850 | |
| Skid plate | | \$128 | |
| 40/20/40 front seat | | \$INCLUDED | |
| AC/cruise control/tilt steering/radio/ABS | | \$INCLUDED | |
| | | \$ | |
| DELIVERY COST: (If other than Reno\Carson or Las Vegas) | | \$ | |
| Total purchase price with options | | | \$23875 |
| DMV Title and DRS Fee's | | \$28.25 | \$28.25 |
| GRAND TOTAL: | | \$23903.25 | \$23903.25 |

7

STANDARD PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: | Base Price for RENO/CARSON CITY | Base Price for LAS VEGAS |
|--|------------------------------------|-----------------------------|
| 2011 Chevrolet Silverado - CC20753 | \$20,169.00 | \$20,469.00 |
| State vehicle miles per gallon (MPG): NOT RATED | | |
| State manufactures warranty: 3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain | | |
| Specify standard engine size and emission rating: 6.0L Vortec V-8 Federal Emission | | |
| Includes Minimum Standard Equipment Listed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No If no, state exceptions: AM/FM STEREO = STD CD PLAYER - OPTIONAL SEE BELOW | | |
| Exterior Color: List available colors: Imperial Blue Metallic, Black, Blue Granite Metallic, Summit White, Sheer Silver Metallic, Taupe Gray Metallic, Victory Red, Steel Green Metallic | | |
| Seats, Cloth: List available colors: Dark Titanium | | |
| GWV: 9500(GAS) 10,000(DIESEL) | | WHEELBASE: 144.20 |

ITEMIZED OPTION PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet



Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| | DEDUCT AMOUNT |
|--|----------------------------|
| ABS Brake System | \$- N/A |
| Air Conditioning | \$- N/A |
| Cruise Control | \$-212.00 |
| Deep Tint Glass | \$- N/A |
| Engine, Alt Size 6.6L V-8 Duramax Diesel | \$- N/A |
| Engine Block Heater | \$- N/A |
| Four Wheel Drive (4x4) | \$- N/A |
| Heavy Duty Alternator | \$- N/A |
| Keyless Entry w/Fob | \$- N/A |
| Limited Slip Differential | \$- N/A |
| Paint, Metallic | \$- N/A |
| Power Mirrors | \$- N/A |
| Power Locks | \$- N/A |
| Power Seats | \$- N/A |
| Power Windows | \$- N/A |
| Radio; AM/FM Stereo, CD Player | \$- N/A |
| Rear Window Defogger | \$- N/A |
| Seats, Vinyl | \$- N/A |
| Vinyl Colors: Dark Titanium | \$ Avail @ no extra charge |
| Skid Plate (Requires 4X4 option) | \$128.00 |
| Tilt Steering | \$STD |
| Tire, Spare, Full Size | \$STD |
| Trailer Tow Mirrors (Not avail with Pwr Win/Lcks/Mir) | \$60.00 |
| Trailer Tow Mirrors-Power (Req Pwr Win/Locks/Mirrors) | \$207.00 |
| Trailer Tow Pack(Incl- Inter. Brake Cont & Locking Diff) | \$387.00 |

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 400.00 flat.

9

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

| | | |
|--|---|---------------------------------|
| Agency Name: Nevada Department of Wildlife | Budget Account #: 4463 | |
| Contact Name: Gabe Pincolini | Telephone Number: 775/688-1570 | |
| Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: | | |
| Number of vehicles requested: <u>1</u> Amount of the request: <u>23,903.25</u> Is the requested vehicle(s) new or used: <u>New</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: Pick-up truck Mission of the requested vehicle(s): This vehicle will be used for law enforcement activities in the Western portion of Nevada. This vehicle will be based at our Carson City office. | | |
| Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? A work program will be completed for the September IFC meeting. Funds to purchase this vehicle will be 100% Boat Registration fees. | |
| Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s) | | |
| Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. This is a pick-up truck, n/a. | | |
| Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 2000 Odometer Reading: 146,330 Type of Vehicle: Pick-up truck Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: | Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. Yes, this vehicle meets the requirements per SAM 1309. If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. This vehicle is not an upgrade. | |
| <i>Please attach an additional sheet if necessary</i> | | |
| APPOINTING AUTHORITY APPROVAL: | | |
|  _____ Agency Appointing Authority |  _____ Title | <u>6/79/11</u> _____ Date |
| BOARD OF EXAMINERS' APPROVAL: | | |
| <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase | | |
| _____ Board of Examiners | _____ Date | |

Vehicle Order Information Form

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

Please print out this page and complete all fields.

| | | | |
|---|--|----------------------------|---|
| Vehicle Item No., Make, Model & No.: | Item #2.15, Chevrolet Silverado ¾ ton full-size extended cab 4X4 short bed pickup truck, Model # CC20753 | | |
| Dealer Name: | Champion Chevrolet | | |
| Delivery Location: | Reno | | |
| Vehicle Colors: | Exterior: Sheer Silver Metallic | Interior: Dark Titanium | <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl |
| | | | |
| | Quantity | Unit Cost | Total Cost |
| BASE PRICE (Reno, Carson City or Las Vegas delivery) | 1 | \$ 20169 | \$20169 |
| SPECIFY OPTIONS: (description) | | | \$3706 |
| 4 wheel drive | | \$2189 | |
| Heavy duty alternator | | \$64 | |
| 4.10 rear differential ratio | | \$88 | |
| Tow package | | \$387 | |
| Power windows/door/mirrors | | \$850 | |
| Skid plate | | \$128 | |
| 40/20/40 front seat | | \$INCLUDED | |
| AC/cruise control/tilt steering/radio/ABS | | \$INCLUDED | |
| | | \$ | |
| DELIVERY COST: (If other than Reno\Carson or Las Vegas) | | \$ | |
| Total purchase price with options | | | \$23875 |
| DMV Title and DRS Fee's | | \$28.25 | \$28.25 |
| GRAND TOTAL: | | \$23903.25 | \$23903.25 |

11

STANDARD PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

| | | |
|--|------------------------------------|-----------------------------|
| Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed | | |
| Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: | Base Price for RENO/CARSON CITY | Base Price for LAS VEGAS |
| 2011 Chevrolet Silverado - CC20753 | \$20,169.00 | \$20,469.00 |
| State vehicle miles per gallon (MPG): NOT RATED | | |
| State manufactures warranty: 3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain | | |
| Specify standard engine size and emission rating: 6.0L Vortec V-8 Federal Emission | | |
| Includes Minimum Standard Equipment Listed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No If no, state exceptions: AM/FM STEREO = STD CD PLAYER - OPTIONAL SEE BELOW | | |
| Exterior Color: List available colors: Imperial Blue Metallic, Black, Blue Granite Metallic, Summit White, Sheer Silver Metallic, Taupe Gray Metallic, Victory Red, Steel Green Metallic | | |
| Seats, Cloth: List available colors: Dark Titanium | | |
| GVW: 9500(GAS) 10,000(DIESEL) | | WHEELBASE: 144.20 |

12

ITEMIZED OPTION PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet


Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| | DEDUCT AMOUNT |
|--|------------------------------------|
| ABS Brake System | \$ STD \$- N/A |
| Air Conditioning | \$ STD \$- N/A |
| Cruise Control | \$ INCL \$-212.00 |
| Deep Tint Glass | \$128.00 \$- N/A |
| Engine, Alt Size 6.6L V-8 Duramax Diesel | \$7,412(Incl Locking Diff) \$- N/A |
| Engine Block Heater | \$64.00 (Std on Diesel) \$- N/A |
| Four Wheel Drive (4x4) | \$2,189.00 \$- N/A |
| Heavy Duty Alternator | \$64(Gas) \$230(Diesel) \$- N/A |
| Keyless Entry w/Fob | \$379.00 \$- N/A |
| Limited Slip Differential | \$277.00 \$- N/A |
| Paint, Metallic | \$ STD \$- N/A |
| Power Mirrors | \$850(Incl Pwr Win/Lcks) \$- N/A |
| Power Locks | \$379.00 \$- N/A |
| Power Seats | \$SEE OPTION PACK \$- N/A |
| Power Windows | \$850(Incl Pwr Mir/Lcks) \$- N/A |
| Radio; AM/FM Stereo, CD Player | \$145.00 \$- N/A |
| Rear Window Defogger | \$149.00 \$- N/A |
| Seats, Vinyl | \$ Avail @ no extra charge \$- N/A |
| Vinyl Colors: Dark Titanium | |
| Skid Plate (Requires 4X4 option) | \$128.00 \$- N/A |
| Tilt Steering | \$STD \$- N/A |
| Tire, Spare, Full Size | \$STD \$- N/A |
| Trailer Tow Mirrors (Not avail with Pwr Win/Lcks/Mir) | \$60.00 \$- N/A |
| Trailer Tow Mirrors-Power (Req Pwr Win/Lcks/Mirrors) | \$207.00 \$- N/A |
| Trailer Tow Pack(Incl- Inter. Brake Cont & Locking Diff) | \$387.00 \$- N/A |

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 400.00 flat.

13

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

| | | |
|---|---|---------------------------------|
| Agency Name: Nevada Department of Wildlife | Budget Account #: 4463 | |
| Contact Name: Gabe Pincolini | Telephone Number: 775/688-1570 | |
| Pursuant to NRS 334.010, agencies must receive prior written consent to purchase State vehicles. This applies to all new and used vehicles. Please provide the following information: | | |
| Number of vehicles requested: <u>2</u> Amount of the request: <u>47,808.50</u> | | |
| Is the requested vehicle(s) new or used: <u>New</u> | | |
| Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: <u>Pick-up truck</u> | | |
| Mission of the requested vehicle(s): <u>These vehicles will be used for law enforcement activities in the Eastern portion of Nevada. These vehicles will be based in our Elko office.</u> | | |
| Were funds legislatively approved for the request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | If yes, please provide the decision unit number: If no, please explain how the vehicles will be funded? <u>A work program will be completed for the September IFC meeting. Funds to purchase these vehicles will be 100% license & fees.</u> | |
| Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u>X</u> Replacement(s) | | |
| Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>These are pick-up trucks, n/a.</u> | | |
| Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: 1998 Odometer Reading: 153,860 Type of Vehicle: Pick-up truck Vehicle #2 Model Year: 2004 Odometer Reading: 150,863 Type of Vehicle: Pick-up truck <i>Please attach an additional sheet if necessary</i> | Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced. <u>Yes, these vehicles meets the requirements per SAM 1309.</u> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. <u>These vehicles are not an upgrade.</u> | |
| APPOINTING AUTHORITY APPROVAL: | | |
|  _____ Agency Appointing Authority | <u>ASO III</u> _____ Title | <u>6/28/11</u> _____ Date |
| BOARD OF EXAMINERS' APPROVAL: | | |
| <input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase | | |
| _____ Board of Examiners | _____ Date | |

Vehicle Order Information Form

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

Please print out this page and complete all fields.

| | | | |
|--|--|----------------------------|---|
| Vehicle Item No., Make, Model & No.: | Item #2.15, Chevrolet Silverado ¾ ton full-size extended cab 4X4 short bed pickup truck, Model # CC20753 | | |
| Dealer Name: | Champion Chevrolet | | |
| Delivery Location: | Reno | | |
| Vehicle Colors: | Exterior: Sheer Silver Metallic | Interior: Dark Titanium | <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl |
| | | | |
| | Quantity | Unit Cost | Total Cost |
| BASE PRICE (Reno, Carson City or Las Vegas delivery) | 1 | \$ 20169 | \$20169 |
| SPECIFY OPTIONS: (description) | | | \$3706 |
| 4 wheel drive | | \$2189 | |
| Heavy duty alternator | | \$64 | |
| 4.10 rear differential ratio | | \$88 | |
| Tow package | | \$387 | |
| Power windows/door/mirrors | | \$850 | |
| Skid plate | | \$128 | |
| 40/20/40 front seat | | \$INCLUDED | |
| AC/cruise control/tilt steering/radio/ABS | | \$INCLUDED | |
| | | \$ | |
| DELIVERY COST: (If other than Reno\Carson or Las Vegas) | | \$ | |
| Total purchase price with options | | | \$23875 |
| DMV Title and DRS Fee's | | \$28.25 | \$28.25 |
| GRAND TOTAL: | | \$23903.25 | \$23903.25 |

15

STANDARD PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| Specify MANUFACTURER, MODEL NAME, YEAR & BODY MODEL CODE: | Base Price for RENO/CARSON CITY | Base Price for LAS VEGAS |
|--|------------------------------------|-----------------------------|
| 2011 Chevrolet Silverado - CC20753 | \$20,169.00 | \$20,469.00 |
| State vehicle miles per gallon (MPG): NOT RATED | | |
| State manufactures warranty: 3 YR or 36k Miles Bumper to Bumper & 5 YR or 100k Miles Powertrain | | |
| Specify standard engine size and emission rating: 6.0L Vortec V-8 Federal Emission | | |
| Includes Minimum Standard Equipment Listed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> No if no, state exceptions: | | |
| AM/FM STEREO = STD CD PLAYER - OPTIONAL SEE BELOW | | |
| Exterior Color: List available colors: Imperial Blue Metallic, Black, Blue Granite Metallic, Summit White, Sheer Silver Metallic, Taupe Gray Metallic, Victory Red, Steel Green Metallic | | |
| Seats, Cloth: List available colors: Dark Titanium | | |
| GVW: 9500(GAS) 10,000(DIESEL) | | WHEELBASE: 144.20 |

16

ITEMIZED OPTION PAGE ~ BID 7662 FLEET VEHICLES

DEALER NAME - Champion Chevrolet

Vehicle Item Number: 2.15 - Truck 3/4 Ton; Full Size; Extended Cab; Short Bed

| | | DEDUCT AMOUNT |
|--|----------------------------|---------------|
| ABS Brake System | \$ STD | \$- N/A |
| Air Conditioning | \$ STD | \$- N/A |
| Cruise Control | \$ INCL | \$-212.00 |
| Deep Tint Glass | \$128.00 | \$- N/A |
| Engine, Alt Size 6.6L V-8 Duramax Diesel | \$7,412(Incl Locking Diff) | \$- N/A |
| Engine Block Heater | \$64.00 (Std on Diesel) | \$- N/A |
| Four Wheel Drive (4x4) | \$2,189.00 | \$- N/A |
| Heavy Duty Alternator | \$64(Gas) \$230(Diesel) | \$- N/A |
| Keyless Entry w/Fob | \$379.00 | \$- N/A |
| Limited Slip Differential | \$277.00 | \$- N/A |
| Paint, Metallic | \$ STD | \$- N/A |
| Power Mirrors | \$850(Incl Pwr Win/Lcks) | \$- N/A |
| Power Locks | \$379.00 | \$- N/A |
| Power Seats | \$SEE OPTION PACK | \$- N/A |
| Power Windows | \$850(Incl Pwr Mir/Lcks) | \$- N/A |
| Radio; AM/FM Stereo, CD Player | \$145.00 | \$- N/A |
| Rear Window Defogger | \$149.00 | \$- N/A |
| Seats, Vinyl | \$ Avail @ no extra charge | \$- N/A |
| Vinyl Colors: Dark Titanium | | |
| Skid Plate (Requires 4X4 option) | \$128.00 | \$- N/A |
| Tilt Steering | \$STD | \$- N/A |
| Tire, Spare, Full Size | \$STD | \$- N/A |
| Trailer Tow Mirrors (Not avail with Pwr Win/Lcks/Mir) | \$60.00 | \$- N/A |
| Trailer Tow Mirrors-Power (Req Pwr Win/Locks/Mirrors) | \$207.00 | \$- N/A |
| Trailer Tow Pack(Incl- Inter. Brake Cont & Locking Diff) | \$387.00 | \$- N/A |

Delivery charge for other than Reno or Las Vegas (i.e. Ely) \$ 400.00 flat.

17

Existing Vehicle Summary

| Vehicle | Year | Age | Mileage |
|-----------------|-------------|------------|----------------|
| Vehicle #1 | 2004 | 8 | 155,088 |
| Vehicle #2 | 2004 | 8 | 154,873 |
| Vehicle #3 | 1998 | 14 | 153,660 |
| Vehicle #4 | 2004 | 8 | 150,863 |
| Vehicle #5 | 2000 | 11 | 146,330 |
| Summary: | | 9.8 | 152,163 |

Kristen L. Kolbe

From: Keith Wells
Sent: Tuesday, July 19, 2011 12:07 PM
To: Kristen L. Kolbe
Subject: RE: NDOW Request to Purchase Five Replacement Vehicles

Looks fine.

From: Kristen L. Kolbe
Sent: Tuesday, July 19, 2011 9:05 AM
To: Keith Wells
Subject: NDOW Request to Purchase Five Replacement Vehicles

The replacement vehicles for NDOW will be utilized by Law Enforcement personnel.

Thank you for your consideration.

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

STATEWIDE LEASE INFORMATION

1. Agency: Nevada State Board of Massage Therapists
 1755 East Plumb Lane, Suite 252
 Reno, Nevada 89502
 Lisa Cooper, (775) 688-1888; Fax: (775) 786-4264 locooper@lmt.nv.gov

2. Name of Lessor: Reno Airport Plaza, LLC.
 Property Manager, Jeff Gomm, (775) 851-3666; Fax: (775) 851-3667

3. Address of Lessor: 5555 Kietzke Lane, Suite 150
 Reno, Nevada 89511

4. Address of Lease property: 1755 East Plumb Lane, Suites 250, 252, and 254
 Reno, Nevada 89502.

a. Square Footage: 1,873 rentable square feet of office space.
 b. Cost: suites 250 & 252, (1,108 rentable square feet); and suite 254, (765 rentable square feet)

| cost per month | months and days in time frame | | time frame | Approximate cost per square foot |
|-------------------------------|-------------------------------|----------------|---|----------------------------------|
| \$0.00 | 17 days | \$0.00 | September 14, 2011 through September 30, 2011 | \$0.000 |
| \$2,097.76 | 12 months | \$25,173.12 | October 1, 2011 through September 30, 2012 | \$1.120 |
| \$2,097.76 | 12 months | \$25,173.12 | October 1, 2012 through September 30, 2013 | \$1.120 |
| \$2,153.95 | 12 months | \$25,847.40 | October 1, 2013 through September 30, 2014 | \$1.150 |
| \$2,153.95 | 12 months | \$25,847.40 | October 1, 2014 through September 30, 2015 | \$1.150 |
| \$2,210.14 | 12 months | \$26,521.68 | October 1, 2015 through September 30, 2016 | \$1.180 |
| c. Total Lease Consideration: | | 60 mo, 17 days | \$128,562.72 | |

d. Rental Adjustments: None
 e. Term: Five (5) years, seventeen (17) days
 f. Option to renew: Yes
 g. Utilities: Lessor
 h. Janitorial: Lessor
 i. Major repairs: Lessor
 j. Minor repairs: Lessor
 k. Taxes: Lessor
 l. Comparable Market Rate: \$1.50- \$1.70
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: B03

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

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

RECEIVED

AUG 11 2011

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

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

Remarks: Boards and Commissions are now under the jurisdiction of Buildings and Grounds. The previous rental rate was **\$1.65 per square foot per month or \$1,716.00 per month for 1,040 rentable square feet** of office space. The new rental rate is **\$1.12 per square foot per month or \$2,097.76 per month, for 1,873 rentable square feet** of office space. An increase of 833 square feet of office space.

Lease #1

For Budget Division Use Only

| | |
|--------------|--------------------|
| Reviewed by: | |
| Reviewed by: | <i>[Signature]</i> |
| Reviewed by: | <i>[Signature]</i> |

STATEWIDE LEASE INFORMATION

1. Agency: Department of Business and Industry
Nevada Transportation Authority
1755 East Plumb Lane, Suite 216
Reno, Nevada 89502-3691
contact: Marilyn Skibinski 775-688-2800

2. Name of Lessor: Reno Airport Plaza, LLC.
Property Manager, Jeff Gomm, (775) 851-3666; Fax: (775) 851-3667

3. Address of Lessor 5555 Kietzke Lane, Suite 150
Reno, Nevada 89511

4. Address of Lease property: 1755 East Plumb Lane Suite 216
Reno, NV 89502-3691

a. Square Footage:

b. Cost:

| 1,804 rentable | | | | |
|----------------|---------------------------|---------------|--------------------------------------|----------------------------------|
| Cost per Month | # of months in time frame | Cost per Year | time frame | Approximate cost per square foot |
| \$2,020.48 | 12 | \$24,245.76 | October 1, 2011 - September 30, 2012 | \$1.120 |
| \$2,020.48 | 12 | \$24,245.76 | October 1, 2012 - September 30, 2013 | \$1.120 |
| \$2,074.60 | 12 | \$24,895.20 | October 1, 2013 - September 30, 2014 | \$1.150 |
| \$2,074.60 | 12 | \$24,895.20 | October 1, 2014 - September 30, 2015 | \$1.150 |
| \$2,128.72 | 12 | \$25,544.64 | October 1, 2015 - September 30, 2016 | \$1.180 |

c. Total Lease Consideration:

d. Rental Adjustments

e. Term:

f. Option to renew:

g. Utilities:

h. Janitorial:

i. Major repairs:

j. Minor repairs:

k. Taxes:

l. Comparable Market Rate:

m. Specific termination clause in lease:

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

| | | | | |
|--------------------------------|----|--------------|--|--|
| None | 60 | \$123,826.56 | | |
| Five (5) years | | | | |
| Yes | | | | |
| Lessor | | | | |
| Lessor | | | | |
| Lessor | | | | |
| Lessor | | | | |
| Lessor | | | | |
| \$1.50 - \$1.70 | | | | |
| Breach/Default lack of funding | | | | |
| 3922 and 3923 | | | | |

5. Purpose of the lease: To house the Nevada Transportation Authority

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

RECEIVED

AUG 11 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a

Furnishings: n/a

Data/Phones: n/a

Remarks: This is a renewal of an existing lease. The previous rental rate was **\$1.653 per square foot per month, or \$3,015.52 per month.** The new rental rate is **\$1.120 per square foot per month or \$2,020.48 per month.**

Lease #2

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12578**

| | |
|--|---|
| Agency Name: GOVERNOR'S OFFICE | Legal Entity Name: MCGINNESS, RYAN DBA DISTRICT STRATEGIES LLC |
| Agency Code: 010 | Contractor Name: MCGINNESS, RYAN DBA DISTRICT STRATEGIES LLC |
| Appropriation Unit: 1011-10 | Address: 444 N CAPITOL ST NW STE 209 |
| Is budget authority available?: Yes | City/State/Zip: WASHINGTON, DC 20001 |
| If "No" please explain: Not Applicable | Contact/Phone: null202/624-5426 |
| | Vendor No.: T27017401 |
| | NV Business ID: NV20111386536 |

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 Transfers |

Agency Reference #: RFP #1940

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 273 days**

4. Type of contract: **Contract**

Contract description: **Advocacy and Federal**

5. Purpose of contract:

This is a new ongoing contract to serve the Governor as an advocate and representative for the State of Nevada in his Washington, D.C. Office, responsible for identifying, monitoring and providing information on selected federal issue of high priority.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$432,388.16**

Other basis for payment: \$20,589.91 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The communication and coordination of federal activities assists state agencies that deliver services to Nevadans and are responsible for implementing federal legislation (e.g. Medicaid, public lands management, unemployment, etc.)

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

A physical presence in Washington D.C. is required for the delivery of these services.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

An independent committee, appointed to evaluate proposals, found this vendor to possess the necessary skills and experience to perform the requested services at a reasonable cost to the state.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 06/01/2013

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:

2009-2011, Governor's Office, service satisfactory

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | kaplin | 08/22/2011 16:16:31 PM |
| Division Approval | kaplin | 08/22/2011 16:16:36 PM |
| Department Approval | kaplin | 08/22/2011 16:16:40 PM |
| Contract Manager Approval | kaplin | 08/22/2011 16:16:44 PM |
| Budget Analyst Approval | sday | 08/30/2011 15:36:00 PM |
| Team Lead Approval | sday | 08/30/2011 15:36:05 PM |
| BOE Agenda Approval | sday | 08/30/2011 15:36:10 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: **11370** Amendment Number: **3**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: **Board of Regents obo Nevada System of Higher Education, UNR**

Agency Code: **011** Contractor Name: **Board of Regents obo Nevada System of Higher Education, UNR**

Appropriation Unit: **4868-25** Address: **1664 N. Virginia Street MS 0032**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89557**

If "No" please explain: **Not Applicable** Contact/Phone: **Jennifer Booth 775-784-4040**

Vendor No.:

NV Business ID: **886000024**

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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/11/2010**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2011**

Contract term: **1 year and 217 days**

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

Contract description: **SEP Building Codes**

5. Purpose of contract:

This is the third amendment to the original contract, which provides the next phase in adopting the 2009 International Energy Conservation Code (IECC) throughout Nevada. The next phase focuses on compliance assessment to measure the current level of compliance to the 2009 IECC in southern Nevada and the 2006 IECC in northern Nevada. This amendment allows the Nevada State Office of Energy to obtain actual cost and sample information per building type and size. This amendment extends the termination date from December 31, 2011 to March 15, 2012 and increases the maximum amount from \$289,502.19 to \$577,546.19 to allow for sampling testing, advanced training, and IECC certifications. This amendment also reassigns the contract from the Renewable Energy and Energy Efficiency Authority, which no longer exists, to the Nevada State Office of Energy.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$200,000.00 |
| 2. Total amount of any previous contract amendments: | \$89,502.19 |
| 3. Amount of current contract amendment: | \$288,044.00 |
| 4. New maximum contract amount: | \$577,546.19 |
| and/or the termination date of the original contract has changed to: | 03/15/2012 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Section 410 of HR 1 ARRA (2009) and NRS 701 allow funding to support the State's goals of 2009 IECC, Code adoption.

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

Based on the contract signed between Renewable Energy and Energy Efficiency Authority (REEEA) and the Nevada State office of Energy (NSOE) the training workshop will be conducted by vendors such as the University System (please see contact #10768, Attachment A Scope of Work, II. Terms, C4).

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 | sbrook3 | 08/10/2011 11:01:15 AM |
| Division Approval | sbrook3 | 08/10/2011 11:01:18 AM |
| Department Approval | sbrook3 | 08/10/2011 11:01:21 AM |
| Contract Manager Approval | sbrook3 | 08/10/2011 11:01:24 AM |
| Budget Analyst Approval | csawaya | 08/23/2011 10:56:03 AM |
| Team Lead Approval | jmurph1 | 08/23/2011 15:19:17 PM |
| BOE Agenda Approval | jmurph1 | 08/23/2011 15:19:25 PM |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11874** Amendment Number: **1**

Agency Name: **STATE ENERGY OFFICE** Legal Entity Name: **PURCELL KROB ELECTRICAL PROF, PK ELECTRICAL, INC.**

Agency Code: **011** Contractor Name: **PURCELL KROB ELECTRICAL PROF, PK ELECTRICAL, INC.**

Appropriation Unit: **4868-19** Address: **681 SIERRA ROSE DR STE B**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89511**

If "No" please explain: **Not Applicable** Contact/Phone: **null775/826-9010**

Vendor No.: **T81016802**

NV Business ID: **NV19961128650**

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

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

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

Agency Reference #: **5923**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/08/2011**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2014**Contract term: **3 years and 114 days**4. Type of contract: **Contract**Contract description: **Professional Serv Ag**

5. Purpose of contract:

This is the first amendment to the original contract, which provides electrical engineering drawings and specifications for replacement/retrofit of inefficient lighting at various State buildings through SPWB Project No. 10-A002; Contract No. 5923.

This amendment increases the maximum amount of the contract from \$50,000 to \$97,300 and increases the scope of work.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$50,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$47,300.00 |
| 4. New maximum contract amount: | \$97,300.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

2010 CIP and is an approved activity through the ARRA State Energy Program grant.

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | dgrimm | 08/10/2011 16:02:16 PM |
| Division Approval | dgrimm | 08/10/2011 16:02:19 PM |
| Department Approval | dgrimm | 08/10/2011 16:02:23 PM |
| Contract Manager Approval | dgrimm | 08/10/2011 16:15:25 PM |
| Budget Analyst Approval | csawaya | 08/17/2011 11:25:47 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:07:21 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:07:26 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: **CONV6294** Amendment Number: **2**

Agency Name: **ATTORNEY GENERAL'S OFFICE** Legal Entity Name: **PACER SERVICE CENTER**

Agency Code: **030** Contractor Name: **PACER SERVICE CENTER**

Appropriation Unit: **1030-26** Address: **US COURTS AO PACER SERV CENTER**

Is budget authority available?: **Yes** City/State/Zip: **PHILADELPHIA, PA 19176-1364**

If "No" please explain: **Not Applicable** Contact/Phone: **Ralph Gutierrez 800/676-6856**

Vendor No.: **T81017494B**

NV Business ID: **Governmental Entity**

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

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

| | | | | |
|-------------------------------------|---------------|----------------|---|-------------------------------------|
| <input checked="" type="checkbox"/> | General Funds | 54.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | <input checked="" type="checkbox"/> Other funding | 46.00 % Charges for Services |

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 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides on-line access to Federal electronic court records. This amendment increases the maximum amount from \$20,000 to \$46,500 due to the continuing need to have access to these records for the additional two (2) years set forth in the first amendment.

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: | \$26,500.00 |
| 4. | New maximum contract amount: | \$46,500.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

The Rules of Civil Procedure require that the Attorney General's Office has access to all the Federal Courts dockets and pleadings in order to represent the State of Nevada.

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

PACER is the only vendor that provides these services and, therefore, State employees cannot provide this information.

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 #: 090321C

Approval Date: 07/15/2011

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

They are the only vendor that performs this service. PACER is a judicial branch of the Federal Government. The Supreme Court of the State of Nevada uses PACER Service Center along with other State agencies.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Spreme Court Judicial Branch and the Nevada Attorney General's Office.

13. Is the contractor currently involved in litigation with the State 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 | dcallens | 07/20/2011 16:34:46 PM |
| Division Approval | clesli1 | 07/21/2011 08:13:10 AM |
| Department Approval | chowle | 07/21/2011 13:14:14 PM |
| Contract Manager Approval | dgrass | 07/21/2011 13:55:13 PM |
| Budget Analyst Approval | csawaya | 07/27/2011 15:37:55 PM |
| Team Lead Approval | jmurph1 | 08/01/2011 13:51:42 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 13:51:47 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:
090321

Amendment 2

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

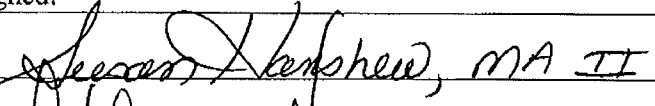
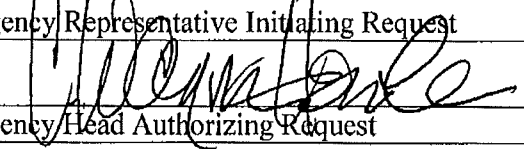
1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Attorney General's Office, 100 N. Carson Street, Carson City, NV 89701.**
Contact Person: Susan Hanshew, MA II, shanshew@ag.nv.gov (775) 684-1286
- b. Vendor contact information: **Pacer Service Center, P.O. Box 70951, Charlotte, NC 29272-0951;**
Contact Person: Ralph Gutierrez (800) 676-6856
- 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: **PACER provides access to federal case information.**
3. Describe the unique qualification required for the service or good to be purchased: **PACER is the only available means to retrieve case information.**
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: **PACER is the only means of retrieving this information. Another agency may provide case information; however, they first received it from PACER and would charge a higher per page fee.**
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: **The Attorney General's Office would not be able to provide the level of legal advice necessary to State of Nevada entities.**
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. **PACER is a service provided by the Federal Government and provides the only means of accessing and retrieving United States Court and other court records.**
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? **The Judiciary Conference sets the fees.**
8. What is the estimated value and length of the contract, amendment or request?
 - a. New contract Y N
 - b. Amendment Y N **Amendment #2 increasing the contract amount by \$26,500 for a total**

ATTORNEY GENERAL'S OFFICE hereby requests approval for PACER SERVICE CENTER
 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 |  | 7/8/11 |
| | Agency Representative Initiating Request | Date |
| X |  | 8 JUL 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.

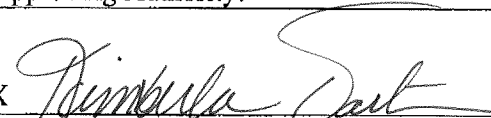
Signed:

| | | |
|---|-----------------------------------|------|
| X | NA | |
| | 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 |  | 7/15/11 |
| | 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: 11109 | Amendment Number: 1 |
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: AUBERTINE DRAPER ROSE, LLP |
| Agency Code: 030 | Contractor Name: AUBERTINE DRAPER ROSE, LLP |
| Appropriation Unit: 1039-10 | Address: 8203 SE 7TH AVE |
| Is budget authority available?: Yes | City/State/Zip: PORTLAND, OR 97202-6588 |
| If "No" please explain: Not Applicable | Contact/Phone: Andrew Auberine 503/222-3030 |
| | Vendor No.: T29015954 |
| | NV Business ID: NV20101381572 |

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

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

| | | | |
|---------------|--------|------------------------|--|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Attorney/Recovery Fees |

Agency Reference #: 10010

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **professional service**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional services as an expert witness and litigation assistance for cases and matters relating to unfair trade practices and federal antitrust matters. This amendment increases the maximum amount of the contract from \$235,000 to \$595,000 due to an increased volume of cases.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$235,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$360,000.00 |
| 4. New maximum contract amount: | \$595,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Specialized knowledge and testimony of an expert witness is required by the Bureau of Consumer Protection in regard to antitrust matters.

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

Specialized knowledge and credentials of a recognized national expert is necessary in the field of antitrust and health care practices.

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

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

Not Applicable

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

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

Solicitation exemption applies to expert witness/attorneys. This attorneys firm was chosen for their past quality of services, specialized expertise, availability, and reasonable rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2005 through present provided to the Bureau of Consumer Protection and quality of all services have been very satisfactory.

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

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

Not Applicable

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

Other **Limited-Liability Partnership**

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

Yes

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

Yes

17. a. Is the legal entity active and in good standing with the Nevada 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 | 08/05/2011 16:18:57 PM |
| Division Approval | hrobinso | 08/05/2011 16:19:02 PM |
| Department Approval | hrobinso | 08/05/2011 16:19:06 PM |
| Contract Manager Approval | hrobinso | 08/05/2011 16:19:11 PM |
| Budget Analyst Approval | csawaya | 08/15/2011 14:03:49 PM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:09:27 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:09:32 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: **12471**

| | |
|--|--|
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: Charles V. Wetli |
| Agency Code: 030 | Contractor Name: Charles V. Wetli |
| Appropriation Unit: 1348-15 | Address: 2 Berkley Place |
| Is budget authority available?: Yes | City/State/Zip: Alpine, NJ 07620 |
| If "No" please explain: Not Applicable | Contact/Phone: Charles V. Wetli 201-750-8220 |
| | Vendor No.: T29028219 |
| | NV Business ID: NV20111427695 |
| 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 % Insurance Premium Trust Fund |

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Dr. Wetli starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Wetli are usually required as soon as possible.

3. Termination Date: **06/30/2014**
Contract term: **2 years and 354 days**

4. Type of contract: **Contract**
Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide expert witness services in the defense of a current potential lawsuit and possible future lawsuits. Dr. Wetli is a foremost lecturer on Forensic Pathology for medical, legal, and law enforcement organizations, particularly in the area of drug related deaths and deaths in police custody. Dr. Wetli will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the presentation of trial and presentation of evidence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**
Other basis for payment: invoiced when services rendered per Attachment C

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada

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

This office doesn't have the staff or the expertise that is required

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?

Per NAC 333.150 2(b)1, Dr. Wetli was chosen in preference to others due to his experience and knowledge in Forensic Pathology with an emphasis in law enforcement that will assist the office with pending and/or possible lawsuits.

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 | dcallens | 07/19/2011 14:26:30 PM |
| Division Approval | clesli1 | 07/19/2011 14:29:14 PM |
| Department Approval | chowle | 07/20/2011 10:49:44 AM |
| Contract Manager Approval | dgrass | 07/22/2011 10:48:20 AM |
| Budget Analyst Approval | csawaya | 07/22/2011 11:05:55 AM |
| Team Lead Approval | jmurph1 | 08/01/2011 13:59:19 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 13:59:37 PM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: July 19, 2011
TO: Cathy Gregg, Budget Analyst IV
FROM: Diane Grass, Program Officer I
SUBJECT: Retroactive Contract Approval/Dr. Charles Wetli

=====

Please retroactively approve the contract for Dr. Charles Wetli. The contract is being submitted for placement on the September 2011 Board of Examiners agenda and approval is requested retroactive to July 12, 2011.

Dr. Wetli will be providing expert witness services to the Office of the Attorney General in the defense of a lawsuit against the State of NV. The request for a retroactive approval is due to the overlapping of time in Dr. Wetli starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Wetli are usually required as soon as possible.

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 CONTRACT

1. Contract Number: **12481**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
Agency Code: **030**
Appropriation Unit: **1348-15**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Gary Vilke, MD
Contractor Name: **Gary Vilke, MD**
Address:
City/State/Zip: **San Diego, CA 92131**
Contact/Phone: null619-666-8643
Vendor No.: T2902419
NV Business ID: NV20111438800

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 % Insurance Premium Trust Fund |

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Dr. Vilke starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Vilke are usually required as soon as possible.

3. Termination Date: **06/30/2014**
Contract term: **2 years and 354 days**

4. Type of contract: **Contract**
Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide expert witness services in the defense of a current potential lawsuit and possible future lawsuits. Dr. Vilke has given numerous presentations on a variety of topics in Forensic Pathology, particularly in the area of pre-hospital care and restraint position physiology, along with electronic control devices and reported cardiac capture. Dr. Vilke will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the preparation of trial and presentation of evidence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**
Other basis for payment: Invoiced when services are rendered per Attachment C

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada

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

Our office doesn't have the staff or the expertise that is required

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?

Per NAC 333.150 2(b)1, Dr. Vilke was chosen in preference to others for his knowledge and expertise as an expert witness that will serve the office in pending and/or possible complex lawsuits against the State of Nevada.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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 | 07/20/2011 13:08:03 PM |
| Division Approval | clesli1 | 07/20/2011 13:35:12 PM |
| Department Approval | chowle | 07/21/2011 11:58:45 AM |
| Contract Manager Approval | dgrass | 07/22/2011 10:39:09 AM |
| Budget Analyst Approval | csawaya | 07/22/2011 11:22:50 AM |
| Team Lead Approval | jmurph1 | 08/01/2011 14:01:21 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 14:01:24 PM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

TO: Cathy Gregg, Budget Analyst
FROM: Diane Grass, Program Officer I
DATE: July 20, 2011
RE: Retroactive Independent Contract for Dr. Gary M. Vilke, M.D.

This memo is to advise the Board of Examiners that the Independent Contract for Dr. Gary M. Vilke, M.D. will began on July 12, 2011, which was prior to its submission to the Budget Office. This contract should be placed on the Board of Examiners Agenda set for September 13, 2011. This contract could not be completed prior to this date due to the fact that it took longer than anticipated to get all of the executed documents in order and submitted timely.

We 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: **12514**

| | |
|--|---|
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: Greg Meyer |
| Agency Code: 030 | Contractor Name: Greg Meyer |
| Appropriation Unit: 1348-15 | Address: 1917 Crestshire Drive |
| Is budget authority available?: Yes | City/State/Zip: Glendale, CA 91208 |
| If "No" please explain: Not Applicable | Contact/Phone: null562-715-7497 |
| | Vendor No.: T29028420 |
| | NV Business ID: NV20111448927 |
| 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 % Insurance Premium Trust Fund |

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Dr. Meyer starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Meyer are usually required as soon as possible.

3. Termination Date: **06/30/2014**
Contract term: **2 years and 354 days**

4. Type of contract: **Contract**
Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide police tactics and risk management expertise in preparation for potential lawsuits. Dr. Meyer will provide police tactics and risk management expertise related to issues of policy, training, equipment, tactics, supervision and will review processes with a focus on injury reduction during lethal and nonlethal encounters. Dr. Meyer will review pertinent documents, records, and reports and participate in trial preparation, provide his expert opinion and possibly present testimony and evidence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**
Other basis for payment: Invoiced when services rendered per Attachment C

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada

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

The Attorney General's Office doesn't have the staffing nor the expertise required.

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?

Per NAC 333.1502(b)1 expert witness, Dr. Meyer was chosen in preference to others due to his expertise and knowledge of risk management in the law enforcement field that will aid the office in pending and/or possible complex lawsuits against the State of Nevada.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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 | 08/03/2011 09:30:50 AM |
| Division Approval | clesli1 | 08/03/2011 09:34:37 AM |
| Department Approval | chowle | 08/03/2011 09:52:37 AM |
| Contract Manager Approval | dgrass | 08/03/2011 10:16:51 AM |
| Budget Analyst Approval | csawaya | 08/09/2011 16:57:24 PM |
| Team Lead Approval | jmurph1 | 08/22/2011 09:33:16 AM |
| BOE Agenda Approval | jmurph1 | 08/22/2011 09:33:34 AM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: July 20, 2011
TO: Cathy Gregg, Budget Analyst IV
FROM: Diane Grass, Program Officer I
SUBJECT: Retroactive Contract Approval/Dr. Greg Meyer

=====

Please retroactively approve the contract for Dr. Meyer. The contract is being submitted for placement on the September 2011 Board of Examiners agenda and approval is requested retroactive to July 12, 2011.

Dr. Meyer will be providing expert witness services to the Office of the Attorney General in the defense of a lawsuit against the State of NV. The request for a retroactive approval is due to the overlapping of time in Dr. Meyer starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Meyer are usually required as soon as possible.

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 CONTRACT

1. Contract Number: **12485**

| | |
|--|---|
| Agency Name: ATTORNEY GENERAL'S OFFICE | Legal Entity Name: John G. Peters |
| Agency Code: 030 | Contractor Name: John G. Peters |
| Appropriation Unit: 1348-15 | Address: 209 South Stephanie Street Suite B249 |
| Is budget authority available?: Yes | City/State/Zip: Henderson, NV 89012 |
| If "No" please explain: Not Applicable | Contact/Phone: null702-538-5940 |
| | Vendor No.: T29028452 |
| | NV Business ID: NV20111478321 |
| 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 % Insurance Premium Trust Fund |

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Dr. Peters starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Peters are usually required as soon as possible.

3. Termination Date: **06/30/2014**
Contract term: **2 years and 354 days**

4. Type of contract: **Contract**
Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract for an expert witness to assist the Office of the Attorney General in defense of a current potential lawsuit and possible future lawsuits. Dr. Peters has testified on shooting avoidance and alternatives to deadly force and on standards for discipline, internal affairs procedures, (in)adequate punishment. Dr. Peters will review any/all pertinent documents, records, reports, and provide his expert opinion and/or testimony. He will also assist and participate in the preparation of trial and presentation of evidence.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**
Other basis for payment: Invoiced when services are rendered per Attachment C

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada.

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

The Attorney General's Office doesn't have the proper staffing nor the expertise needed.

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?

Per NAC 333.150, Dr. Peters was chosen in preference to others for his indepth knowledge and expertise as an expert witness in the area of law enforcement that will assist our office pending and/or possible complex lawsuits against the State of Nevada.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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 | 07/21/2011 14:15:11 PM |
| Division Approval | clesli1 | 07/21/2011 14:23:01 PM |
| Department Approval | chowle | 07/21/2011 15:27:04 PM |
| Contract Manager Approval | dgrass | 07/22/2011 10:37:09 AM |
| Budget Analyst Approval | csawaya | 07/27/2011 14:10:41 PM |
| Team Lead Approval | jmurph1 | 08/01/2011 13:57:10 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 13:57:13 PM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: July 20, 2011
TO: Cathy Gregg, Budget Analyst IV
FROM: Diane Grass, Program Officer I
SUBJECT: Retroactive Contract Approval/Dr. John Peters

=====

Please retroactively approve the contract for Dr. Peters. The contract is being submitted for placement on the September 2011 Board of Examiners agenda and approval is requested retroactive to July 12, 2011.

Dr. Peters will be providing expert witness services to the Office of the Attorney General in the defense of a lawsuit against the State of NV. The request for a retroactive approval is due to the overlapping of time in Dr. Peters starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Dr. Peters are usually required as soon as possible.

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: **12498**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1348-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Park Dietz & Associates, Inc

Contractor Name: **Park Dietz & Associates, Inc**Address: **2906 Lafayette Road, Ste 100**City/State/Zip: **Newport Beach, CA 92663**

Contact/Phone: null949-723-2211

Vendor No.: T29024606

NV Business ID: NV20111401431

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 % | <input checked="" type="checkbox"/> Other funding | 100.00 % Insurance Premium Trust Fund |

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Park Dietz and Associates starting their services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Park Dietz and Associates are usually required as soon as possible.

3. Termination Date: **06/30/2014**Contract term: **2 years and 354 days**4. Type of contract: **Contract**Contract description: **Expert Witness**

5. Purpose of contract:

This is a new contract to provide forensic pathology expertise in preparation for pending/potential lawsuits against the State of Nevada. Park Dietz and Associates will provide the office their experience and expertise in the area of forensic pathology by reviewing documents, records, research and reports and possibly present evidence for depositions and trials.

6. NEW CONTRACT

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

Other basis for payment: Invoiced when services rendered per Attachment C

II. JUSTIFICATION

7. What conditions require that this work be done?

Pending and/or possible complex lawsuit against the State of Nevada

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

Our office doesn't have the staff or the expertise that is required

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?

Per NAC 333.150 2(b)1, expert witness, Dr. Wetli was chosen in preference to others due to his experience and knowledge in Forensic Pathology that will assist the office with pending and/or possible lawsuits.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This contractor has contracted with the Attorney General's Office and has provided very 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 | dcallens | 07/25/2011 16:21:06 PM |
| Division Approval | clesli1 | 07/25/2011 16:24:34 PM |
| Department Approval | chowle | 07/26/2011 13:11:10 PM |
| Contract Manager Approval | dgrass | 07/26/2011 13:51:39 PM |
| Budget Analyst Approval | csawaya | 08/09/2011 16:58:41 PM |
| Team Lead Approval | jmurph1 | 08/22/2011 09:31:31 AM |
| BOE Agenda Approval | jmurph1 | 08/22/2011 09:31:35 AM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
100 North Carson Street
Carson City, Nevada 89701-4717

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: July 26, 2011
TO: Cathy Gregg, Budget Analyst IV
FROM: Diane Grass, Program Officer I
SUBJECT: Retroactive Contract Approval/Park Dietz and Associates, Inc.

=====

Please retroactively approve the contract for Park Dietz and Associates, Inc. The contract is being submitted for placement on the September 2011 Board of Examiners agenda and approval is requested retroactive to July 12, 2011.

Park Dietz and Associates, Inc. will be providing expert witness services to the Office of the Attorney General in the defense of a lawsuit against the State of NV. The request for a retroactive approval is due to the overlapping of time in Park Dietz and Associates, Inc. starting his services for the State, getting all contract documents signed and meeting the deadlines for getting the contract submitted for placement on the BOE agenda. The nature of the defense of these lawsuits puts the Office of the Attorney General under strict time frames and services of expert witnesses such as Park Dietz and Associates, Inc. are usually required as soon as possible.

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: **12560**Agency Name: **SECRETARY OF STATE'S OFFICE**Agency Code: **040**Appropriation Unit: **1050-33**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TERA AMES**Contractor Name: **TERA AMES**Address: **7425 MIDNIGHT RAMBLER STREET**City/State/Zip: **LAS VEGAS, NV 89149**

Contact/Phone: null702-521-8805

Vendor No.: T27028050

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.

| | | | |
|------------------------|-----------------|---------------|--------|
| 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 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **303 days**4. Type of contract: **Contract**Contract description: **Process Evaluation**

5. Purpose of contract:

This is a new contract to evaluate system and data managed by the Office of the Secretary of State as it relates to business filings. The contractor will: identify unlicensed or improperly licensed businesses; assist in investigative matters related to non-compliance; develop verification and compliance processes and programs pursuant to regulatory and statutory authority; and provide recommendations for further changes related to compliance.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$100.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The findings and recommendations of the Division of Internal Audits as well as an unusually high volume of exemptions being claimed for which it has been demonstrated that many are falsely or improperly claiming the exemption. This has resulted in the loss of revenue to the State of Nevada.

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

State employees lack the time, resources and dedicated expertise to conduct this type of legal analysis and development of the compliance program.

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

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

Not Applicable

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

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

This vendor has experience and expertise in legal research, investigations and compliance procedures.

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:

Office of the Secretary of State - FY11 - satisfactory service provided

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

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

Not Applicable

14. The contractor is 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 pending

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | pdover | 08/11/2011 16:25:21 PM |
| Division Approval | pdover | 08/11/2011 16:25:25 PM |
| Department Approval | pdover | 08/11/2011 16:25:29 PM |
| Contract Manager Approval | pdover | 08/11/2011 16:25:33 PM |
| Budget Analyst Approval | rhage1 | 08/12/2011 10:37:38 AM |
| Team Lead Approval | jteska | 08/23/2011 12:53:01 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:53:20 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

| | |
|---|--|
| 1. Contract Number: 12476 | Amendment Number: 1 |
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: SIERRA FLOOR COVERING INC |
| Agency Code: 082 | Contractor Name: SIERRA FLOOR COVERING INC |
| Appropriation Unit: 1349-12 | Address: 4601 GONI RD STE B |
| Is budget authority available?: Yes | City/State/Zip: CARSON CITY, NV 89706 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/883-3010 |
| | Vendor No.: T81003012 |
| | NV Business ID: NV19901030383 |
| 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 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 **07/25/2011**

Anticipated BOE meeting date 08/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2015**

Contract term: **3 years and 341 days**

4. Type of contract: **Contract**

Contract description: **Flooring & repairs**

5. Purpose of contract:

This is the first amendment to the original contract which enables the Contractor to submit bids for the provision of carpet and flooring materials and repairs of carpet and flooring materials for various State buildings in Reno and Carson City. This amendment increases the maximum amount of the contract from \$9,999 to \$100,000.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$9,999.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$90,001.00 |
| 4. New maximum contract amount: | \$100,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

For safety of employees and visitors, flooring and carpets in State buildings need to be in good repair.

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

Lack of manpower and expertise

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for provision and repairs of carpet and flooring on file with Buildings and Grounds. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 06/01/2011 Anticipated re-bid date: 06/01/2015

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:

currently, Buildings & Grounds, service satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kaplin | 08/10/2011 14:04:38 PM |
| Division Approval | kaplin | 08/10/2011 14:04:50 PM |
| Department Approval | kaplin | 08/10/2011 14:04:55 PM |
| Contract Manager Approval | rday0 | 08/10/2011 14:12:30 PM |
| Budget Analyst Approval | jborrowm | 08/12/2011 11:30:24 AM |
| Team Lead Approval | jteska | 08/23/2011 15:10:32 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:10:35 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: **12478**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1349-12**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **SUMMIT PLUMBING CO LLC**
 Contractor Name: **SUMMIT PLUMBING CO LLC**
 Address: **1579 SHIRLEY ST**
 City/State/Zip: **MINDEN, NV 89423**
 Contact/Phone: null775/588-5996
 Vendor No.: T29008376
 NV Business ID: NV19991021762

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? **Yes** or b. other effective date: **NA**
 Anticipated BOE meeting date: 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **plumbing services**

5. Purpose of contract:

This is a new ongoing contract to provide plumbing services, to include pumping, heating, drain cleaning, air conditioning, wet well pumping, backflow testing, grease trap pumping, Hydro Vac services, T.V. camera work and pipe inspections, on an as needed basis and at the request and approval of a Buildings and Grounds designee for various State buildings in Carson City and Reno.

6. NEW CONTRACT

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

Other basis for payment: See Schedule 1 in the Additional Information tab in CETS

II. JUSTIFICATION

7. What conditions require that this work be done?

Services necessary for the repair and safety of State buildings.

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

Lack of manpower and equipment.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

This is one of multiple contracts for plumbing and back flow services on file. Per SAM 0338.0, each contractor will be contacted to submit bids for available jobs.

d. Last bid date: 06/06/2011 Anticipated re-bid date: 06/06/2015

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:

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kaplin | 08/11/2011 10:45:16 AM |
| Division Approval | kaplin | 08/11/2011 10:45:19 AM |
| Department Approval | kaplin | 08/11/2011 10:45:22 AM |
| Contract Manager Approval | kaplin | 08/23/2011 16:19:23 PM |
| Budget Analyst Approval | jborrowm | 08/24/2011 09:55:24 AM |
| Team Lead Approval | jteska | 08/24/2011 10:11:56 AM |
| BOE Agenda Approval | jteska | 08/24/2011 10:12:00 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12489**

| | |
|---|--|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: WATERS SEPTIC TANK SERVICE dba WATERS VACUUM TRUCK SERVICE |
| Agency Code: 082 | Contractor Name: WATERS SEPTIC TANK SERVICE dba WATERS VACUUM TRUCK SERVICE |
| Appropriation Unit: 1349-12 | Address: PO BOX 18160 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89511 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/825-1595 |
| | Vendor No.: T80966362A |
| | NV Business ID: NV19781005671 |

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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

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

4. Type of contract: **Contract**

Contract description: **plumbing services**

5. Purpose of contract:

This is a new ongoing contract for the provision of plumbing and sewer lines, hydro flushing, video inspection and vacuum truck services 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: **\$24,950.00**

Other basis for payment: See Schedule 1 for CETS entry in Additional Information tab

II. JUSTIFICATION

7. What conditions require that this work be done?

The plumbing and sewers in State buildings needs to be maintained for safety and sanitary reasons.

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

Lack of manpower and equipment.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Per SAM 0338.0 each contractor will be contacted to submit bids on projects. Waters Septic Tank Service is a Nevada Public Works Board Contractor. Pursuant to NRS 338.13862, Buildings and Grounds is using a Public Works Board prequalified bidder.

d. Last bid date: 06/01/2011 Anticipated re-bid date: 06/01/2015

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 | 08/23/2011 16:34:34 PM |
| Division Approval | kaplin | 08/23/2011 16:34:37 PM |
| Department Approval | kaplin | 08/23/2011 16:34:41 PM |
| Contract Manager Approval | kaplin | 08/23/2011 16:34:45 PM |
| Budget Analyst Approval | jborrowm | 08/24/2011 09:57:14 AM |
| Team Lead Approval | jteska | 08/24/2011 10:09:54 AM |
| BOE Agenda Approval | jteska | 08/24/2011 10:09:57 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12474**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1349-12**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **XCEL MAINTENANCE SERVICES INC**
 Contractor Name: **XCEL MAINTENANCE SERVICES INC**
 Address: **8920 COLORFUL PINES AVE**
 City/State/Zip: **LAS VEGAS, NV 89143-4403**
 Contact/Phone: null702/341-9235
 Vendor No.: T81103343
 NV Business ID: NV20021426879

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 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 **10/01/2011**
 Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services to the Division of Welfare, Flamingo Office, located at 3330 E. Flamingo, Las Vegas, NV. An additional \$5,000 is included in the amount of the contract for extra services, as needed and at the request and approval of the Division of Buildings and Grounds.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$242,800.00**

Other basis for payment: See Schedule 1 in additional info tab

II. JUSTIFICATION

7. What conditions require that this work be done?

For Sanitary and Safety reasons the buildings need to be kept clean

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

lack of manpower

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

d. Last bid date: 04/20/2011 Anticipated re-bid date: 04/20/2015

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 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 | 08/01/2011 13:23:35 PM |
| Division Approval | cedward2 | 08/01/2011 16:23:05 PM |
| Department Approval | cedward2 | 08/01/2011 16:23:08 PM |
| Contract Manager Approval | rday0 | 08/02/2011 16:23:11 PM |
| Budget Analyst Approval | jborrowm | 08/12/2011 11:35:57 AM |
| Team Lead Approval | jteska | 08/23/2011 14:37:40 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:37:49 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: **CONV4633** Amendment Number: **12**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **CARPENTER SELLERS ARCHITECTS**

Agency Code: **082** Contractor Name: **CARPENTER SELLERS ARCHITECTS**

Appropriation Unit: **1510 - All Categories** Address: **1919 S JONES BLVD STE C**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89146**

If "No" please explain: Not Applicable Contact/Phone: **MICHAEL A. DEL GATTO 7022518896**

Vendor No.: **T80997582**

NV Business ID: **NV19871041301**

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

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

| | | | |
|---------------|--------|----------------|---|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | X Bonds | 100.00 % Proceeds from Sale of Bonds |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: 2340

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/08/2007**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **5 years and 267 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is the twelfth amendment to the original contract, which provides professional architectural/engineering services for the Advanced Clinical Training and Research Center, UNLV Shadow Lane Campus, Las Vegas, NV; SPWD Project No. 07-C91a; Contract No. 2340. This amendment decreases the maximum amount from \$3,108,569.16 to \$2,435,594.91 and closes the contract since the remaining services are no longer necessary.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$2,920,900.00 |
| 2. Total amount of any previous contract amendments: | \$187,669.16 |
| 3. Amount of current contract amendment: | -\$672,974.25 |
| 4. New maximum contract amount: | \$2,435,594.91 |

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

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

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

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

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

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

Currently under contract for this work.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 08/22/2011 08:01:44 AM |
| Division Approval | dgrimm | 08/22/2011 08:01:48 AM |
| Department Approval | dgrimm | 08/22/2011 08:01:53 AM |
| Contract Manager Approval | dgrimm | 08/22/2011 08:02:03 AM |
| Budget Analyst Approval | jrodrig9 | 08/23/2011 15:01:11 PM |
| Team Lead Approval | cwatson | 08/23/2011 15:39:11 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 15:39:15 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: **10086** Amendment Number: **15**
 Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **DEKKER PERICH SABATINI**
 Agency Code: **082** Contractor Name: **DEKKER PERICH SABATINI**
 Appropriation Unit: **1510 - All Categories** Address: **6860 BERMUDA RD STE 100**
 Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89119**
 If "No" please explain: Not Applicable Contact/Phone: null702/436-1006
 Vendor No.: T80954757
 NV Business ID: NV19911018043

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 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Transfer from University Funds |

Agency Reference #: 06-A013

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/11/2007**
 Anticipated BOE meeting date 07/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **6 years and 52 days**

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

5. Purpose of contract:
This is the fifteenth amendment to the original contract, which provides professional architectural/engineering services for the Northern Nevada Cancer Institute; the Institute and Center for Molecular Medicine Research Facility, UNR School of Medicine; and shared space at the Reno Campus; SPWB Project No. 06-A013; SPWB Contract Nos. Hist 1563; Hist1611; Hist 1610 and Hist1582. This amendment increases the maximum amount from \$6,442,421 to \$6,455,914.75 to design services to modify air flows in the vivarium as requested by UNR and also to design services to add fuel pumps for the Howard Building generator.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$6,160,831.00 |
| 2. Total amount of any previous contract amendments: | \$281,590.00 |
| 3. Amount of current contract amendment: | \$13,439.75 |
| 4. New maximum contract amount: | \$6,455,860.75 |

II. JUSTIFICATION

7. What conditions require that this work be done?
Agency need and June 26, 2008 IFC transfer of funds

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

SPWB, currently and/or in the past for various 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 | 08/12/2011 09:17:51 AM |
| Division Approval | dgrimm | 08/12/2011 09:17:54 AM |
| Department Approval | dgrimm | 08/12/2011 09:17:57 AM |
| Contract Manager Approval | dgrimm | 08/16/2011 09:10:20 AM |
| Budget Analyst Approval | jrodrig9 | 08/18/2011 17:06:55 PM |
| Team Lead Approval | cwatson | 08/23/2011 13:49:18 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: **10127** Amendment Number: **1**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **SUNDT CONSTRUCTION, INC.**

Agency Code: **082** Contractor Name: **SUNDT CONSTRUCTION, INC.**

Appropriation Unit: **1516-10** Address: **9855 Double R Boulevard, #100**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89521**

If "No" please explain: **Not Applicable** Contact/Phone: **null775 852-9802**

Vendor No.: **T27019782**

NV Business ID: **NV19841004796**

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

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

| | | | |
|---------------|--------|------------------------|----------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | X Bonds | 71.30 % |
| Highway Funds | 0.00 % | X Other funding | 28.70 % |

2.4% transfer from CIP; 26.3% transfer from University funds

Agency Reference #: **5002**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/08/2009**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 204 days**

4. Type of contract: **Contract**

Contract description: **CMAR Construction**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Construction Manager at Risk (CMAR) construction services for the Medical Education Learning Lab Building, UNR Campus, Reno, NV; SPWD Project No. 09-C05; SPWB Contract No. 5002. This amendment reduces the maximum amount from \$29,825,424 to \$28,575,424 to reduce the CMAR cost of the work for the owner's portion of unused contractor allowances.

6. CONTRACT AMENDMENT

| | |
|--|-----------------|
| 1. The maximum amount of the original contract: | \$29,825,424.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | -\$1,250,000.00 |
| 4. New maximum contract amount: | \$28,575,424.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 & 2009 CIP; further this project was approved by IFC to use the Construction Manager at Risk CIP project delivery method.

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

The State does not perform licensed construction contractor services for Capital Improvement Projects.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Determined to be the best qualified for this work after completing the RFP and interview process.

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 | 08/03/2011 09:23:29 AM |
| Division Approval | dgrimm | 08/03/2011 09:23:32 AM |
| Department Approval | dgrimm | 08/03/2011 09:23:36 AM |
| Contract Manager Approval | dgrimm | 08/05/2011 07:49:58 AM |
| Budget Analyst Approval | jrodrig9 | 08/09/2011 13:44:35 PM |
| Team Lead Approval | cwatson | 08/11/2011 11:32:05 AM |
| BOE Agenda Approval | cwatson | 08/11/2011 11:32:11 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: **12566**

| | |
|--|--|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: ARCHITECTS + LLC |
| Agency Code: 082 | Contractor Name: ARCHITECTS + LLC |
| Appropriation Unit: 1551-13 | Address: 35 MARTIN ST |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89509 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/329-8001 |
| | Vendor No.: T80870250 |
| | NV Business ID: NV20001117428 |
| 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 % | X Bonds | 100.00 % Proceeds from Sale of Bonds |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **7180**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Prof arch/engin svcs**

5. Purpose of contract:

This is a new contract, which provides professional architectural/engineering services to upgrade the Culinary Walk-in Freezer and Refrigerators for the Northern Nevada Correctional Center, Carson City, NV; SPWD Project No. 11-M34; Contract No. 7180.

6. NEW CONTRACT

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

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 08/16/2011 15:05:27 PM |
| Division Approval | dgrimm | 08/16/2011 15:05:29 PM |
| Department Approval | dgrimm | 08/16/2011 15:05:33 PM |
| Contract Manager Approval | dgrimm | 08/16/2011 16:16:14 PM |
| Budget Analyst Approval | jrodrig9 | 08/18/2011 17:00:35 PM |
| Team Lead Approval | cwatson | 08/23/2011 13:36:30 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 13:36:35 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12535**

| | |
|--|---|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: ARRINGTON WATKINS ARCHITECTS, LLC |
| Agency Code: 082 | Contractor Name: ARRINGTON WATKINS ARCHITECTS, LLC |
| Appropriation Unit: 1551 - All Categories | Address: 5240 N 16TH ST STE 101 |
| Is budget authority available?: Yes | City/State/Zip: PHOENIX, AZ 85016-3214 |
| If "No" please explain: Not Applicable | Contact/Phone: null602/279-4373 |
| | Vendor No.: T29005651 |
| | NV Business ID: NV20041116632 |

To what State Fiscal Year(s) will the contract be charged? **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 % Transfer from Capital Project Fund |

Agency Reference #: **6498**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Prof Serv Agr**

5. Purpose of contract:

This is a new contract to provide construction administration services for the Southern Desert Correctional Center Core Expansion, Phase III, Indian Springs, NV; SPWD Project No. 11-C01; Contract No. 6498.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$68,620.00**

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:

SPWD, 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 | 08/10/2011 11:39:55 AM |
| Division Approval | dgrimm | 08/10/2011 11:39:57 AM |
| Department Approval | dgrimm | 08/10/2011 11:40:00 AM |
| Contract Manager Approval | dgrimm | 08/10/2011 12:02:28 PM |
| Budget Analyst Approval | jrodrig9 | 08/10/2011 14:27:05 PM |
| Team Lead Approval | cwatson | 08/12/2011 11:17:32 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 11:17:37 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 CONTRACT

1. Contract Number: **12530**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1551-12**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **PETERSON & ASSOCIATES, LTD**
 Contractor Name: **PETERSON & ASSOCIATES, LTD**
 Address: **P.O. BOX 10700**
 City/State/Zip: **RENO, NV 89510-0700**
 Contact/Phone: null775/787-8948
 Vendor No.: T60159946
 NV Business ID: NV19841013878

To what State Fiscal Year(s) will the contract be charged? **2012-2018**

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

| | | | |
|---------------|--------|----------------|---|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | X Bonds | 100.00 % PROCEEDS FROM SALE OF BONDS |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: 7050

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2018**

Contract term: **6 years and 304 days**

4. Type of contract: **Contract**

Contract description: **PROF SERV AGR**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Boiler Replacement at the Lovelock Correctional Center, Lovelock, Nevada; SPWD Project No. 11-M30; SPWD Contract no. 7050

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$32,500.00**

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 08/10/2011 14:48:43 PM |
| Division Approval | dgrimm | 08/10/2011 14:48:46 PM |
| Department Approval | dgrimm | 08/10/2011 14:48:49 PM |
| Contract Manager Approval | dgrimm | 08/10/2011 16:03:31 PM |
| Budget Analyst Approval | jrodrig9 | 08/11/2011 21:00:19 PM |
| Team Lead Approval | cwatson | 08/12/2011 11:21:52 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 11:21:58 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12541**

| | |
|---|---|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: ROUNDS ENGINEERING LTD DBA CR ENGINEERING |
| Agency Code: 082 | Contractor Name: ROUNDS ENGINEERING LTD DBA CR ENGINEERING |
| Appropriation Unit: 1551-11 | Address: 5434 LONGLEY LN |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89511-1879 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/826-1919 |
| | Vendor No.: T29024113 |
| | NV Business ID: NV20041355601 |

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 % | X Bonds | 100.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **6974**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **PROF SERV AGR**

5. Purpose of contract:

This is a new contract to provide professional architectural engineering services for central plan upgrades at the Northern Nevada Regional Medical Facility, SPWD Project No. 11-M27; Contract No. 6974.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,000.00**

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | dgrimm | 08/10/2011 14:32:52 PM |
| Division Approval | dgrimm | 08/10/2011 14:32:55 PM |
| Department Approval | dgrimm | 08/10/2011 14:32:58 PM |
| Contract Manager Approval | dgrimm | 08/11/2011 08:31:45 AM |
| Budget Analyst Approval | cwatson | 08/16/2011 15:16:54 PM |
| Team Lead Approval | cwatson | 08/16/2011 15:16:58 PM |
| BOE Agenda Approval | cwatson | 08/16/2011 15:17:02 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: **12534**

| | |
|---|--|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: WESTERN TECHNOLOGIES INC |
| Agency Code: 082 | Contractor Name: WESTERN TECHNOLOGIES INC |
| Appropriation Unit: 1567 - All Categories | Address: 6633 W POST RD STE 100 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89118 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/798-8050 |
| | Vendor No.: T80821910 |
| | NV Business ID: NV19821000805 |
| 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 % |
| X Federal Funds | 87.00 % | X Bonds | 13.00 % General Obligation Bonds |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **6624**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **MISC SERV AGR**

5. Purpose of contract:

This is a new contract to provide professional architectural services for the Southern Nevada Veterans Memorial Expansion, Boulder City, NV; SPWD Project No. 09-C18; Contract No. 6624.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$70,065.00**

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:

SPWD, currentaly 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 | 08/10/2011 11:53:35 AM |
| Division Approval | dgrimm | 08/10/2011 11:53:38 AM |
| Department Approval | dgrimm | 08/10/2011 11:53:41 AM |
| Contract Manager Approval | dgrimm | 08/10/2011 12:02:05 PM |
| Budget Analyst Approval | jrodrig9 | 08/10/2011 14:32:37 PM |
| Team Lead Approval | cwatson | 08/12/2011 11:18:44 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 11:18:49 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: **12568**

| | |
|---|---|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. |
| Agency Code: 082 | Contractor Name: HERSHENOW & KLIPPENSTEIN ARCHITECTS, INC. |
| Appropriation Unit: 1579-32 | Address: 5485 RENO CORPORATE DR STE 100 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89511-2262 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/332-6640 |
| | Vendor No.: T80984709 |
| | NV Business ID: NV19941047730 |

To what State Fiscal 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 % |
| X Federal Funds | 45.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 55.00 % Transfer from Capital Project Funds |

Agency Reference #: 6976

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Prof arch/engin svcs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for Water Tower Maintenance, Paint, Controls, Pumps at the Floyd Edsall Training Facility; SPWD Project No. 11-M45; Contract No. 6976.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,250.00**

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 | 08/16/2011 16:05:15 PM |
| Division Approval | dgrimm | 08/16/2011 16:05:18 PM |
| Department Approval | dgrimm | 08/16/2011 16:05:21 PM |
| Contract Manager Approval | dgrimm | 08/16/2011 16:15:51 PM |
| Budget Analyst Approval | jrodrig9 | 08/18/2011 17:01:57 PM |
| Team Lead Approval | cwatson | 08/23/2011 13:41:44 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 13:41:49 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: **12577**

| | |
|---|--|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: MBA Architecture |
| Agency Code: 082 | Contractor Name: MBA Architecture |
| Appropriation Unit: 1579-32 | Address: 6151 Lakeside Dr. Ste. 1100 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89511 |
| If "No" please explain: Not Applicable | Contact/Phone: Casey Clark 775-336-2883 |
| | Vendor No.: |
| | NV Business ID: NV20061084885 |
| 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 % |
| X Federal Funds | 76.00 % | X Bonds | 24.00 % Proceeds from Sale of bonds |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: 7440

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Prof arch/engin svcs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services to remodel the C12 Hangar VIP Waiting Room; SPWD Project No. 11-E11; Contract No. 7440.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,500.00**

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 08/19/2011 13:38:22 PM |
| Division Approval | dgrimm | 08/19/2011 13:38:24 PM |
| Department Approval | dgrimm | 08/19/2011 13:38:27 PM |
| Contract Manager Approval | dgrimm | 08/19/2011 15:57:14 PM |
| Budget Analyst Approval | jrodrig9 | 08/23/2011 15:09:23 PM |
| Team Lead Approval | cwatson | 08/23/2011 15:42:13 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 15:42:16 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: **12536**

Agency Name: **STATE PUBLIC WORKS DIVISION**
 Agency Code: **082**
 Appropriation Unit: **1585 - All Categories**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **DEHNE, LANCE DBA ARTINEERING**
 Contractor Name: **DEHNE, LANCE DBA ARTINEERING**
 Address: **960 RIDGEVIEW DR**
 City/State/Zip: **RENO, NV 89511**
 Contact/Phone: null775/825-0454
 Vendor No.: T27012866
 NV Business ID: NV20101247020

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 % | X Bonds | 99.80 % PROCEEDS FROM SALE OF BONDS |
| Highway Funds | 0.00 % | X Other funding | 0.20 % TRANSFER FROM CAPITAL PROJECT FUND |

Agency Reference #: 6807

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **PROF SERV AGR**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Northern Nevada Correctional Center Woodshop, Visitor Center and Education Building Fire Sprinklers, Carson City, NV; SPWD Project No. 11-S03 Contract No. 6807.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,250.00**

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:

SPWD, 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 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 | dgrimm | 08/10/2011 11:27:50 AM |
| Division Approval | dgrimm | 08/10/2011 11:27:53 AM |
| Department Approval | dgrimm | 08/10/2011 11:27:57 AM |
| Contract Manager Approval | dgrimm | 08/10/2011 12:03:10 PM |
| Budget Analyst Approval | jrodrig9 | 08/10/2011 14:23:15 PM |
| Team Lead Approval | cwatson | 08/12/2011 11:16:26 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 11:16:30 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12576**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1585-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **JENSEN ENGINEERING INC**
Contractor Name: **JENSEN ENGINEERING INC**
Address: **9655 GATEWAY DR STE A**
City/State/Zip: **RENO, NV 89521-2968**
Contact/Phone: null775/852-2288
Vendor No.: T27007578
NV Business ID: NV19921070456

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 % | X Bonds | 100.00 % PROCEEDS FROM SALE OF BONDS |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: 7386

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Prof arch services**

5. Purpose of contract:

This is a new contract to provide professional architectural services to update the electrical power at the Stewart Campus, Carson City, NV; SPWD Project No. 11-M08; Contract No. 7386.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,627.00**

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 | 08/19/2011 12:32:03 PM |
| Division Approval | dgrimm | 08/19/2011 12:32:06 PM |
| Department Approval | dgrimm | 08/19/2011 12:32:09 PM |
| Contract Manager Approval | dgrimm | 08/19/2011 15:58:24 PM |
| Budget Analyst Approval | jrodrig9 | 08/23/2011 15:05:44 PM |
| Team Lead Approval | cwatson | 08/23/2011 15:40:41 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 15:40:46 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12533**

| | |
|---|--|
| Agency Name: STATE PUBLIC WORKS DIVISION | Legal Entity Name: JP ENGINEERING LLC |
| Agency Code: 082 | Contractor Name: JP ENGINEERING LLC |
| Appropriation Unit: 1585 - All Categories | Address: 10597 DOUBLE R BLVD STE 1 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89521-8909 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/852-2337 |
| | Vendor No.: T29014114 |
| | NV Business ID: NV20051447455 |
| 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 % | X Bonds | 99.80 % Proceeds from sale of bonds |
| Highway Funds | 0.00 % | X Other funding | 0.20 % Transfer from Capital Project Fund |

Agency Reference #: **7067**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **PROF SERV AGR**

5. Purpose of contract:

This is a new contract to provide Fire Alarm Reporting Upgrade for the Northern Nevada Adult Mental Health Services, SPWD Project No. 11-S03-7; SPWD Contract No. 7067.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,840.00**

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgrimm | 08/10/2011 15:01:21 PM |
| Division Approval | dgrimm | 08/10/2011 15:01:23 PM |
| Department Approval | dgrimm | 08/10/2011 15:01:35 PM |
| Contract Manager Approval | dgrimm | 08/10/2011 16:02:55 PM |
| Budget Analyst Approval | jrodrig9 | 08/11/2011 20:57:10 PM |
| Team Lead Approval | cwatson | 08/12/2011 11:19:48 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 11:19:55 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: CONV7153 | Amendment Number: 1 |
| Agency Name: DEPARTMENT OF TAXATION | Legal Entity Name: Telax Voice Solutions Inc |
| Agency Code: 130 | Contractor Name: Telax Voice Solutions Inc |
| Appropriation Unit: 2361-04 | Address: PO BOX 55811 |
| Is budget authority available?: Yes | City/State/Zip: BOSTON, MA 02205 |
| If "No" please explain: Not Applicable | Contact/Phone: Allister Quinteros 416-207-0112 |
| | Vendor No.: F00000146A |
| | NV Business ID: NV20111320450 |

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2009**
Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2011**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **Communications and Media Related Services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides voice transport services, interactive voice response (IVR), automatic call distribution (ACD), queuing, agent and supervisor connectivity, and technical support. This amendment extends the termination date from September 30, 2011 to June 30, 2013 and increases the maximum amount from \$39,000 to \$59,900 due to the continued need for these services.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$39,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$20,900.00 |
| 4. New maximum contract amount: | \$59,900.00 |
| and/or the termination date of the original contract has changed to: | 06/30/2013 |

II. JUSTIFICATION

7. What conditions require that this work be done?

The 2009 Legislature funded the Taxation Call Center in recognition of the department's inability to satisfactorily address taxpayer service needs, particularly related to timely response to their calls and correspondence. This was reflected in the department unimpressive performance indicators for telephone and written response, as well as the high volume of taxpayer complaints and the need to divert Revenue Officers from collection activities to administrative functions such as answering taxpayer calls, responding to correspondence and performing administrative account maintenance. The Call Center has enabled the department to successfully address these areas and meet taxpayer service needs. It is based on hosted call center services provided by the contractor.

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

The department does not have the expertise or resources to develop and maintain the technology and software provided by a host call center provider. These services can be provided more efficiently and effectively by a contractor with host call center expertise. Contracting for this service eliminates the need for IT staff to support the call center, as well as additional servers or other IT equipment and software to support an agency developed and maintained system.

The department considered changing to call center services supported by the Department of Information Technology, but decided against it due to the ability of the vendor to track call center statistics, generate a variety of reports, provide regular updates to the caller on his placement in the queue, provide agent/supervisor connectivity, provide automated caller distribution, and record calls and maintain copies for 90 days.

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?

'Five9' was not chosen due to required long distance deposits. Taxation's call center is designed to be an incoming call center and not outgoing. Because the department utilizes physical phone lines for connectivity through the virtual hosted call center, outbound calls go through the state's phone system through DoIT. 'Contactual' was not chosen due to the complexity and overly robust functionality of their system. It is more suited for very large companies requiring direct contact customer service via telephone, online chat, and email through a large number of agents. The less complex call center system offered by Telax is more suited to the needs of the department.

d. Last bid date: 07/08/2009 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?

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

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

No If "Yes", please explain

Not Applicable

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

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

Department of Taxation, FY 10-FY 12, received satisfactory service quality.

13. Is the contractor currently involved in litigation with the State 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 **No Registered Agent required for Non-Title 7 Business Licenses.**

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tbeasley | 08/15/2011 12:01:13 PM |
| Division Approval | tbeasley | 08/15/2011 12:01:16 PM |
| Department Approval | tbeasley | 08/15/2011 12:01:19 PM |
| Contract Manager Approval | tbeasley | 08/15/2011 12:01:22 PM |
| Budget Analyst Approval | csawaya | 08/15/2011 13:12:51 PM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:03:51 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:03:55 PM |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12268**Agency Name: **DEPARTMENT OF TAXATION**Agency Code: **130**Appropriation Unit: **2361-21**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: University of Nevada Reno

Contractor Name: **University of Nevada Reno**Address: **Sponsored Project/325
204 Ross Hall**City/State/Zip: **Reno, NV 89557-0240**

Contact/Phone: Jennifer Booth 775-784-4040

Vendor No.: D35000816

NV Business ID: D35000816

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 | 34.00 % | X Fees | 66.00 % Justice Court 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 **07/01/2011**

Anticipated BOE meeting date 09/2012

Retroactive? **Yes**

If "Yes", please explain

The department respectfully requests retroactive approval of this interagency agreement between the Department of Taxation and University of Nevada, Reno. This agreement is effective July 1, 2011. The department awaited approval of the FY 2011-2013 biennium budget before submitting for the June BOE meeting.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Service**

5. Purpose of contract:

This is a new interlocal agreement to provide population estimates of each town, township, city and county in this State using the services of demographer pursuant to Nevada Revised Statute 360.283.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$372,372.00**

Other basis for payment: Payment is made quarterly based on actual expenditures not to exceed \$186,186 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 360.283 requires Taxation to employ a demographer to establish a method for annually determining the population of each town, township, city, and county in the State and estimate the population of the same.

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

Department employees do not have the knowledge or expertise necessary to perform this work.

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NRS 360.283 (5) requires the department to employ a demographer to assist in the determination of population pursuant to this section and to cooperate with the Federal Government in the conduct of each decennial census as it relates to this State.

This vendor was chosen in preference to others because of the expertise the State Demographer has necessary to perform this work.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

Yes If "Yes", please explain

The University will directly employ the demographer to perform the contract services.

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

Yes If "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 provided services to the Department of Taxation since 1998. The quality of service has been satisfactory.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tbeasley | 07/20/2011 15:53:16 PM |
| Division Approval | tbeasley | 07/20/2011 15:53:19 PM |
| Department Approval | tbeasley | 07/20/2011 15:53:23 PM |
| Contract Manager Approval | tbeasley | 07/22/2011 12:15:29 PM |
| Budget Analyst Approval | csawaya | 07/22/2011 12:29:12 PM |
| Team Lead Approval | jmurph1 | 08/01/2011 14:11:06 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 14:11:09 PM |
| BOE Final Approval | Pending | |



STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R BARENGO
Chair, Nevada Tax Commission
CHRISTOPHER G. NIELSEN
Interim Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

MEMORANDUM

Date: July 19, 2011

To: Jeff Mohlenkamp, Director, Department of Administration

Through: Cathy Gregg, Budget Analyst, Budget Division

From: Carolyn Misumi, Administrative Services Officer *CMisumi*

cc: Brody Leiser, Deputy Executive Director

Subject: Request for Retroactive Approval of Interlocal Contract – Board of Regents/UNR

Attached is the interlocal contract between the Department of Taxation and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno for demographic services in fiscal year 2012 and 2013 pursuant to Nevada Revised Statute 360.283, which requires the department to prepare and submit to the Governor annually the population for certification. It also requires the department to employ a demographer to prepare those population estimates.

I respectfully request retroactive approval of this contract, which is submitted for consideration at the September Board of Examiner meeting. There were unanticipated delays in working out changes in contract language for deadlines, as well as added language to address security and confidentiality of third party information used by the State Demographer. Additionally, the contract, previously submitted and approved for several biennium on an interagency agreement form, had to be resubmitted using the appropriate interlocal contract form.

I apologize for the inadvertent delays and failure to use the appropriate form that resulted in the need for a retroactive contract. Please contact me at 684-2071 if you have questions or require additional information.

RECEIVED

JUL 20 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING 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: **12557**

| | |
|---|---|
| Agency Name: ENTERPRISE IT SERVICES | Legal Entity Name: SWITCH COMMUNICATIONS GROUP |
| Agency Code: 180 | Contractor Name: SWITCH COMMUNICATIONS GROUP |
| Appropriation Unit: 1385-26 | Address: PO BOX 400850 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89140 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/267-6614 |
| | Vendor No.: T29011358 |
| | NV Business ID: NV20031180607 |
| To what State Fiscal Year(s) will the contract be charged? 2011-2012 | |

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

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

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

Prolonged negotiations.

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

Contract term: **1 year and 91 days**

4. Type of contract: **Contract**

Contract description: **Data Storage Center**

5. Purpose of contract:

The is a new contract for continued hub and secure data hosting. Currently, this facility provides communication redundancies and bandwidth for Southern Nevada State agencies and houses the State's disaster recovery IT equipment for the State Computing Facility in Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$232,313.82**

Payment for services will be made at the rate of \$15,373.95 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Switch Communications Group provides the State of Nevada a Southern Nevada communication hub and secure data center hosting. This facility provides communication redundancies and bandwidth for Southern Nevada State agencies. It also houses our disaster recovery equipment for the State Computing Facility in Carson City.

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

DoIT employees do not provide this service.

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

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

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

Not Applicable

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

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

This site hosts our Mainframe, Unix, and Windows blade equipment. Moving to an alternate site would be very expensive, and involve risky outages. Moving the communication hub would involve negotiations with our communication vendors and a re-architecture of our microwave infrastructure in the Las Vegas area.

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:

Service provided by Switch for DoIT with satisfactory results.

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | capple | 08/11/2011 07:34:14 AM |
| Division Approval | capple | 08/11/2011 07:34:21 AM |
| Department Approval | capple | 08/11/2011 07:34:25 AM |
| Contract Manager Approval | ismolya1 | 08/11/2011 08:14:15 AM |
| DoIT Approval | ismolya1 | 08/11/2011 08:14:29 AM |
| Budget Analyst Approval | jmurph1 | 08/12/2011 15:29:54 PM |
| Team Lead Approval | jmurph1 | 08/12/2011 15:29:58 PM |
| BOE Agenda Approval | jmurph1 | 08/12/2011 15:30:02 PM |
| BOE Final Approval | Pending | |

Purchasing Use Only:
110604



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

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Department of Information Technology
Tom Wolf, Chief IT Manager
(775) 684-4377
wolf@doit.nv.gov

- b. Vendor contact information:

Lesley Dick
Contract Manager
Switch Communications Group
7135 S. Decatur Blvd.
Las Vegas, NV 89118
Office: 702.444.4112
Fax: 866.728.5134
Cell: 408.307.2946
Yahoo ID: lesleydick

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Switch Communications Group provides the State of Nevada a Southern Nevada communication hub and secure data center hosting. This facility provides communication redundancies and bandwidth for Southern Nevada State agencies. It also houses our disaster recovery equipment for the State Computing Facility in Carson City.

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

The Switch facility in Las Vegas provides a unique level of security [Armed 24/7/365, military trained, Switch employed security staff] access to the fiber connections needed, and has the capacity to meet our current and future Data Hosting needs. This service provides a redundant path to the Internet in case of outage, thus building Internet reliability statewide for the State.

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

This site hosts our Mainframe, Unix, and Windows blade equipment. Moving to an alternate site would

be very costly, and involve risky outages. Moving the communication hub would involve negotiations with our communication vendors and a re-architecture of our microwave infrastructure in the Las Vegas area.

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

Connectivity to Las Vegas agencies could be disrupted and the State of Nevada Disaster Recovery Plan would be put at risk.

- 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. Several State-owned sites were evaluated before deciding on using a private company. The State-owned sites could not meet the security, power, environment, networking, and/or space requirements of this project. Quotes were solicited by Letter Bid #18 issued 10/3/06 for the original contract. Switch Communications was the only company to participate in the bidding process.

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

Switch has honored our request to provide a 15% discount of the Monthly Recurring Cost (MRC), which represents a substantial waiver and discount on the part of Switch.

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

One time activation fee of \$1,704.57 plus \$15,373.95/month x 12 = \$186,191.97/1 year. The length of the contract is 1 year.

a. New contract Y N

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

The Department of Information Technology hereby requests approval for Switch Communications
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>[Signature]</i> | 6/1/2011 |
| Agency Representative Initiating Request | Date |
| X <i>[Signature]</i> | 6/1/2011 |
| Agency Head Authorizing Request | Date |

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


Signed:

| | | |
|-----------------------------------|-----|------|
| X | N/A | Date |
| Reviewing Agency/Entity Signature | | |

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:

| | |
|---|---------|
|  | 6-13-11 |
| Administrator, Purchasing Division | Date |



**DEPARTMENT OF INFORMATION TECHNOLOGY
400 West King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800**

MEMORANDUM

To: Janet Murphy
Budget Analyst

From: Laura F. Smolyansky
Information Technology Professional

Purpose: To request the BOE retroactively approve the Contract between the Department of Information Technology and Switch Communications Group, LLC.

The Contract has been submitted for the BOE's approval with an effective date of April 1, 2011. Due to prolonged contract negotiations, we were unable to meet the deadlines for the Board of Examiners' Meetings.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5856.

Laura F. Smolyansky
Information Technology Professional

Attachment

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: **12396**

| | |
|--|---|
| Agency Name: OFFICE OF VETERAN'S SERVICES | Legal Entity Name: Mojave Electric, Inc. |
| Agency Code: 240 | Contractor Name: Mojave Electric, Inc. |
| Appropriation Unit: 2561-07 | Address: 3755 West Hacienda Ave. |
| Is budget authority available?: Yes | City/State/Zip: Las Vegas, NV 89118 |
| If "No" please explain: Not Applicable | Contact/Phone: Tom Rogers 702-798-2970 |
| | Vendor No.: T80975069 |
| | NV Business ID: NV19821000920 |
| 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? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Electrical Contract**

5. Purpose of contract:

This is a new contract to provide electrical maintenance and repair services to both the Nevada State Veterans Home and the Southern Nevada Veterans Memorial Cemetery. Both facilities will share the contract and pay for specific work performed at their locations.

6. NEW CONTRACT

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

Other basis for payment: Payment at usual rates for electrical contractors paid as work is completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Electrical repair services sometimes required that State maintenance employees cannot perform. Both the Veterans Home and Veterans Cemetery have need of professional services for specific electrical problems.

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

Electrical work sometimes of a more complex nature than State employees can perform. Both the Veterans Home and the Veterans Cemetery have complicated electrical issues that their employees are not able to address.

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?

Highly experienced, well regarded in Las Vegas area. Also has good experience with NSVH.

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:

Contractor has performed work for NSVH in the past. All 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:

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 | jpalmes | 07/21/2011 10:33:48 AM |
| Division Approval | jpalmes | 07/21/2011 10:33:52 AM |
| Department Approval | jpalmes | 07/21/2011 10:33:56 AM |
| Contract Manager Approval | mnobles | 07/21/2011 15:10:40 PM |
| Budget Analyst Approval | jrodrig9 | 07/27/2011 16:23:57 PM |
| Team Lead Approval | cwatson | 08/09/2011 09:31:07 AM |
| BOE Agenda Approval | cwatson | 08/09/2011 09:31:13 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: 11943 | Amendment Number: 4 |
| Agency Name: DEPARTMENT OF EDUCATION | Legal Entity Name: eMetric |
| Agency Code: 300 | Contractor Name: eMetric |
| Appropriation Unit: 2697-19 | Address: 211 N Loop 1604 Suite 170 |
| Is budget authority available?: Yes | City/State/Zip: San Antonio, TX 78232 |
| If "No" please explain: Not Applicable | Contact/Phone: Amy Gremmer 210-499-5529 |
| | Vendor No.: T27000846 |
| | NV Business ID: NV20101526272 |

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

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

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

Agency Reference #: **CDB # 5116**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2012**

Contract term: **4 years and 212 days**

4. Type of contract: **Contract**

Contract description: **Writing Assessment**

5. Purpose of contract:

This is the fourth amendment to the original contract, which provides writing assessment raw data for grades 5, 8, 11 and 12; merges testing with student demographic data; reports testing results; and assists in developing the longitudinal writing testing data for both Nevada students and scorers/readers. This amendment increases the maximum amount from \$772,451 to \$1,119,251 to provide set up and customization of online writing assessment administration and scoring for students in grades five and eight.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$728,575.00 |
| 2. Total amount of any previous contract amendments: | \$43,876.00 |
| 3. Amount of current contract amendment: | \$346,800.00 |
| 4. New maximum contract amount: | \$1,119,251.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Board of Education adopted Common Core State Standards in English language arts and the Nevada Department of Education will test students on the writing standards with the online writing assessment.

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

The Nevada Department of Education does not have the necessary staff, resources, or expertise to be able to complete the online writing assessment administration and scoring.

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?

eMetric was chosen as the best solution by the evaluation committee based on pre-determined evaluation criteria. The staff of the Nevada Department of Education has verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 09/03/2007 Anticipated re-bid date: 03/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

eMetric is currently under contract with the Nevada Department of Education; the quality of work is excellent.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 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 | amccalla | 07/27/2011 15:36:36 PM |
| Division Approval | amccalla | 07/27/2011 15:36:39 PM |
| Department Approval | amccalla | 07/27/2011 15:36:42 PM |
| Contract Manager Approval | ebarraga | 07/28/2011 08:48:06 AM |
| Budget Analyst Approval | sbrown | 08/16/2011 08:46:21 AM |
| Team Lead Approval | cwatson | 08/16/2011 09:14:33 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 09:14:38 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: **12543**

| | |
|---|--|
| Agency Name: DEPARTMENT OF EDUCATION | Legal Entity Name: EDUCATIONAL RESEARCH & TRAINING CORP |
| Agency Code: 300 | Contractor Name: EDUCATIONAL RESEARCH & TRAINING CORP |
| Appropriation Unit: 2712-08 | Address: 1504 13TH AVE |
| Is budget authority available?: Yes | City/State/Zip: GREELEY, CO 80631-4736 |
| If "No" please explain: Not Applicable | Contact/Phone: null970/356-9472 |
| | Vendor No.: T27021215 |
| | NV Business ID: In Progress |

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 % |
| 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 **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/13/2013**

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

4. Type of contract: **Contract**

Contract description: **Technical Assistance**

5. Purpose of contract:

This is a new contract which includes the following: (1) Maintain a web-based system that provides a tutorial for Migrant students; (2) Develop a service delivery plan for Nevada that describes how services will be provided to migrant students; (3) Complete a comprehensive needs assessment; (4) Provide an evaluation of the Migrant Education Program students; (5) Verify that the service delivery plan, the comprehensive needs assessment and the evaluation all complement and support each other; (6) Coordinate and maintain a web-based certificate of eligibility (COE) system that meets federal requirements; and (7) Provide an interface between U.S. Department of Education's M-SIX data system and the Nevada Department of Education.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$135,500.00**

Payment for services will be made at the rate of \$80.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

The U.S. Department of Education, Migrant Education Program requires each state that receives Migrant Education funds to conduct a comprehensive needs assessment, develop a service delivery plan, conduct program evaluations, and use the national certificate of eligibility form. Since Nevada is a member of a migrant consortium, the state receives additional migrant education funds, but part of those funds must be used to develop the product of the consortium.

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

Educational Research and Training Corporation performs the coordination of activities for the consortium. This firm is the only organization with access to the multiple data bases required to perform the activities identified in this contract. Although Nevada is a member of the consortium, no employee of the State has the ability to access these databases.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 110806
Approval Date: 08/10/2011

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

This vendor is the only vendor qualified to provide the services.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Educatioanl Research and Training Corporation had a contract with the Nevada Department of Education that will expire September 8, 2011. The Nevada Department of Education has indicated that the Educatioanl Research and Training Corporation met all requirements and dealines of the contract.

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

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

Not Applicable

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

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

Yes

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

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

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

The application is in progress with SBL.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | amccalla | 08/10/2011 12:18:02 PM |
| Division Approval | amccalla | 08/10/2011 12:18:04 PM |
| Department Approval | amccalla | 08/10/2011 12:18:06 PM |
| Contract Manager Approval | ebarraga | 08/10/2011 12:35:38 PM |
| Budget Analyst Approval | sbrown | 08/16/2011 09:49:20 AM |

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

cwatson
cwatson
Pending

08/16/2011 10:14:04 AM
08/16/2011 10:14:08 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:
110806

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
Sharyn Peal, Education Consultant
Office of Special Education, ESEA and School Improvement Programs
(775) 687-9212
speal@doe.nv.gov

- b. Vendor contact information:

Educational Research & Training Corporation
Richard Rangel, Director
1504 13th Avenue
Greeley, CO 80631
(970) 356-9472
rrangel@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:

The work to be performed include the following: (1) Maintain a web-based system that provides lesson tutorials for Migrant students; (2) Develop a service delivery plan for Nevada that describes how services will be provided to migrant students; (3) Complete a comprehensive needs assessment; (4) Provide an evaluation of the impact the program; (5) Verify that the service delivery plan, the comprehensive needs assessment and the evaluation all complement and support each other; and (6) Coordinate and maintain a web-based certificate of eligibility (COE) system. (7) Coordinate activities required under the federal M-SIX reporting system.

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

In order to receive Migrant Consortium Incentive funding from the US Department of Education, Office of Migrant Education the Nevada Department of Education (NDE) had to join a consortium. Nevada chose to become part of the LEARN-2-Succeed consortium. This consortium is currently developing tutorials and lesson plans to be used for migrant education. In addition, the consortium has developed other training and data collection systems and products. There are 16 states in the consortium, and the lead state is Arizona. Educational Research and Training Corporation (ERT) has been the outside organization that has worked for the consortium since the consortium's inception to develop the materials

for the states. The membership fee for this consortium is \$39,000.00 per year. Nevada has been a member of this consortium since 1998.

The proposed cost from ERT of providing the service delivery plan, comprehensive needs assessment and evaluation is \$28,750. To further assist Nevada, ERT will serve as Nevada's contact for the federally mandated M-SIX data transfer system. The reason for this minimal price is that ERT is fully familiar with the data system and can thus obtain needed information on a timelier basis.

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

ERT is the only organization in the entire United States that offers the service of coordinating the LEARN-2-Succeed Consortium. The service delivery plan, comprehensive needs assessment and evaluation could be performed by other entities, but ERT has the database that already contains much of the data related to Nevada's migrant students. The cost of having another organization access the ERT data or recreate the data already available at ERT would be substantial.

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

The NDE would lose \$133,333.00 per year of Federal funding for the Migrant Consortium Incentive Grant if Nevada is not able to pay the consortium fee. The NDE could also potentially lose the formula Migrant Education funds totaling \$245,298 each year if the COE, service delivery plan, comprehensive needs assessment, M-SIX records transfer, and evaluation do not comply with federal requirements.

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

The Learn-2-Succeed Consortium is coordinated by ERT. There is no competition for this service.

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

The annual fee for the coordination of the LEARN Consortium has been negotiated between ERT and the 16 member states. The Migrant Education Directors of these states have all agreed that the cost is fair and reasonable. Nevada is a member of the steering committee for the LEARN-2-Succeed Consortium and has assisted in the development of the fees charged to member states.

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

a. New contract Y XX N

b. Amendment Y N XX Amendment No. _____

{provide copy of previous waiver(s)}

08/10/11 - Per Sharon Peal via telephone:
amt: \$135,500.00
length: 2 years

(10)

Nevada Department of Education

hereby requests approval for

Educational Research and Training Corporation

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>James Peal</i> | August 1, 2011 |
| Agency Representative Initiating Request | Date |
| X <i>Kurt W. Klement</i> | 8/1/11 |
| 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 <i>n/a</i> | |
| Reviewing Agency/Entity Signature | Date |

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

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

Approving Authority:

| | |
|------------------------------------|----------|
| X <i>Aug Smith</i> | 08/10/11 |
| 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: **10903** Amendment Number: **1**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **MEASURED PROGRESS INC**

Agency Code: **300** Contractor Name: **MEASURED PROGRESS INC**

Appropriation Unit: **2713-45** Address: **100 Education Way**

Is budget authority available?: **Yes** City/State/Zip: **DOVER, NH 03820**

If "No" please explain: Not Applicable Contact/Phone: **Tim Crockett, Senior Vice President
603/749-9102**

Vendor No.: **T27009645**

NV Business ID: **NV20041507456**

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

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

| | | | | |
|-------------------------------------|---------------|----------------|---------------|--------|
| <input checked="" type="checkbox"/> | General Funds | 44.00 % | Fees | 0.00 % |
| <input checked="" type="checkbox"/> | Federal Funds | 56.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **RFP #1832**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**Anticipated BOE meeting date **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Student Assessments**

5. Purpose of contract:

This is the first amendment to the original contract, which provides support services to the Department of Education through the Assessment, Program Accountability and Curriculum office to administer the Nevada Proficiency Examination Program. This program is established to assess and measure student proficiency toward meeting state academic standards in mathematics, English language arts, and science. Contracted support services include program management; test design, item development, and form publishing; test administration, logistics, and data processing; and, scoring, data analysis, and reporting. This amendment increases the maximum amount from \$24,100,000 to \$24,129,510 for scoring additional students assessments and setting performance standards for independent reading for the Nevada Alternate Assessment.

6. CONTRACT AMENDMENT

| | |
|--|-----------------|
| 1. The maximum amount of the original contract: | \$24,100,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$29,510.00 |
| 4. New maximum contract amount: | \$24,129,510.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statute 389.015 & 389.550 require that the specified state tests be administered by a nationally recognized testing company .

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

Employees within the state have responsibilities that support the programs but certain tasks exceed their expertise. Moreover, Nevada statute requires contracting with a nationally recognized testing company for these activities.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

This contractor was selected as the best solution by the evaluation committee based on pre-determined evaluation criteria. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

The Nevada Department of Education from 2004 to current. The quality of service was excellent.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | amccalla | 07/27/2011 15:35:55 PM |
| Division Approval | amccalla | 07/27/2011 15:35:59 PM |
| Department Approval | amccalla | 07/27/2011 15:36:02 PM |
| Contract Manager Approval | ebarraga | 07/28/2011 08:43:44 AM |

Budget Analyst Approval
Team Lead Approval
BOE Agenda Approval

sbrown
cwatson
cwatson

08/08/2011 11:51:45 AM
08/09/2011 09:28:51 AM
08/09/2011 09:28:56 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: **12539**

| | |
|---|--|
| Agency Name: DEPARTMENT OF EDUCATION | Legal Entity Name: NATIONAL STUDENT CLEARINGHOUSE |
| Agency Code: 300 | Contractor Name: NATIONAL STUDENT CLEARINGHOUSE |
| Appropriation Unit: 2713-44 | Address: PO BOX 79252 |
| Is budget authority available?: Yes | City/State/Zip: BALTIMORE, MD 21279 |
| If "No" please explain: Not Applicable | Contact/Phone: Ricardo Torres 703/318-4052 |
| | Vendor No.: T29028014A |
| | NV Business ID: 02 |

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 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **303 days**

4. Type of contract: **Contract**

Contract description: **data development**

5. Purpose of contract:

This is a new contract to develop a process that will match data on students that graduated from Nevada public education in school years 2008-2009 and 2006-2007 to student-level data in the National Student Clearinghouse database and return response files containing the match results back to the department.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,750.00**

Other basis for payment: Two installments of \$7,375.00. First payment after BOE approval and the second when the project is completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

To meet the United States Department of Education reporting requirements as outlined in the Education Data Exchange Network (EDEN) data files (N160) and required by the State Fiscal Stabilization Funds (SFSF) as signed into law March 2009.

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

The Nevada Department of Education does not have the necessary staff, resources, expertise, or the system to perform and process the student data as required.

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 #: 110804

Approval Date: 08/09/2011

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

National Student Clearinghouse was chosen as the best solution by the evaluation committee based on pre-determined evaluation criteria. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of state's business requirements.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

d. Is the contractor employed by any of Nevada's political subdivisions or 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 | amccalla | 08/10/2011 12:15:48 PM |
| Division Approval | amccalla | 08/10/2011 12:15:54 PM |
| Department Approval | amccalla | 08/10/2011 12:15:57 PM |
| Contract Manager Approval | ebarraga | 08/10/2011 12:36:54 PM |
| Budget Analyst Approval | sbrown | 08/16/2011 09:44:58 AM |
| Team Lead Approval | cwatson | 08/16/2011 10:12:39 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 10:12:45 AM |
| BOE Final Approval | Pending | |



JIM GIBBONS
Governor

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only:
110804

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:

Julian Montoya
Assistant Director of APAC
Nevada Department of Education
700 East Fifth Street, Suite 108
Carson City, Nevada 89701
(775) 687-9255
jmontoya@doe.nv.gov

b. Vendor contact information:
Ricardo D. Torres
President
National Student Clearinghouse
P.O. Box 79252
Baltimore, Maryland 21279-0252

c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:
The Clearinghouse provides a nationwide, central repository of information on the enrollment status and education achievements of postsecondary students. Participating educational Institutions submit to the Clearinghouse information on the enrollment status of all their students and listings of the alumni to whom they have awarded degrees or certificates. They appoint the Clearinghouse as their agent for purposes of reporting student information to authorized recipients. This will serve to assist Nevada in submitting their School Year 2010-11 reporting requirements to the U.S. Department of Education (USDE) as outlined in the Education Data Exchange Network (EDEN) data files (N160) and required by the State Fiscal Stabilization Fund (SFSF) as signed into law in March, 2009.
3. Describe the unique qualification required for the service or good to be purchased:
The Education Information Management Advisory Consortium (EIMAC) is the Council of Chief State School Officers' (CCSSO) network of State Education Agency (SEA) officials tasked with data collection and reporting; information system management and design; and assessment coordination. EIMAC represents 47 member SEA's and is dedicated to collective state action and assistance to meet the need of each member state.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
The National Student Clearinghouse (NSC) is the only postsecondary data collection agency that works with all colleges and universities within Nevada. They have similar contracts with the majority of states

throughout the country. As a member of the Education Information Management Advisory Consortium (EIMAC) which is associated with the Council of Chief State School Officers' (CCSSO) Nevada has been allowed to enter into a negotiated low-rate contract with NSC to get mandated data that is required by the State Fiscal Stabilization Fund (SFSF) as well as our ED Facts federally mandated reporting. There is no other agency or service around that will allow us to gather the required data.

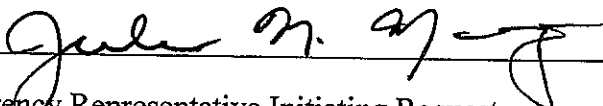

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
Since the NSC is the only source where we can get the required data to satisfy our mandated reporting the state of Nevada would have to give back funding that has already been awarded through the SFSF and we would be penalized monetarily through Federal Mandate 34 CFR Part 76 which is associated with ED Facts reporting.
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.
EIMAC and CCSSO collaborated with NSC for the majority of states because they are the only entity that has contracts with most of the colleges and universities throughout the country. Prior to this agreement states on their own initiative had already entered into contracts with NSC in order to satisfy their reporting requirements. EIMAC and CCSSO stepped in to negotiate a low-rate per student cost as a service to all of its members
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? Aside from the fact that NSC is the only entity with the data we need, we determined that the price/cost was reasonable as the standard fee without the negotiated price initiated by EIMAC and CCSSO was much higher.
8. What is the estimated value and length of the contract, amendment or request?
a. New contract Y N *Per Nancy Martineau, \$14,750.00, 10 months (a)*
b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada Department of Education hereby requests approval for National Student Clearinghouse
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.


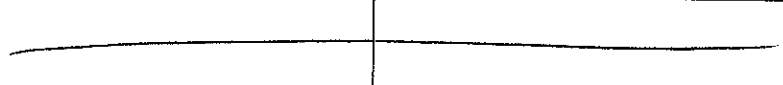
By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

| | | |
|---|---|---------|
| X |  | 7/24/11 |
| | Agency Representative Initiating Request | Date |
| X |  | 7/26/11 |
| | 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.

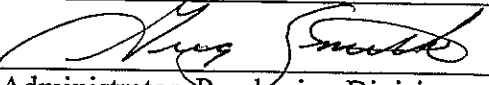
Signed:

| | | |
|---|---|------|
| X |  n/a  | |
| | Reviewing Agency/Entity Signature | Date |

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

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

Signed:

| | | |
|---|--|--------|
| X |  | 8-9-11 |
| | 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: **12518**Agency Name: **MUSEUMS AND HISTORY DIVISION**Agency Code: **331**Appropriation Unit: **2944-15**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **NEVADA CONTRACT CARPETS INC**Contractor Name: **NEVADA CONTRACT CARPETS INC**Address: **6840 W PATRICK LN**City/State/Zip: **LAS VEGAS, NV 89118**Contact/Phone: **Steve Bucher 702/362-3033**Vendor No.: **PUR0002902**NV Business ID: **NV19871038330**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 % | X Bonds | 100.00 % Q1 Bond Money |
| 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 **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2011**Contract term: **48 days**4. Type of contract: **Contract**Contract description: **NSMLV Carpet**

5. Purpose of contract:

This is a new contract to provide for installation of approximately 500 square yards of commercial grade carpeting in the Changing Exhibit Gallery at the Nevada State Museum, Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$17,300.00**

Payment for services will be made at the rate of \$17,300.00 per null

Other basis for payment: Upon Invoice for Services

II. JUSTIFICATION

7. What conditions require that this work be done?

This work must be done in preparation for the October 2011 opening of the Changing Exhibit Gallery at the Nevada State Museum, Las Vegas.

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

State employees are unable to perform this work, as it requires expertise in the area of carpeting and flooring.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 they are highly skilled in this area of expertise.

d. Last bid date: 08/03/2011 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 | mcost1 | 08/22/2011 10:16:23 AM |
| Division Approval | mcost1 | 08/22/2011 10:16:27 AM |
| Department Approval | mcost1 | 08/22/2011 10:16:31 AM |
| Contract Manager Approval | mcost1 | 08/22/2011 10:16:35 AM |
| Budget Analyst Approval | cwatson | 08/23/2011 13:42:47 PM |
| Team Lead Approval | cwatson | 08/23/2011 13:42:51 PM |
| BOE Agenda Approval | cwatson | 08/23/2011 13:42:56 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12325** Amendment Number: **1**

Agency Name: **STATE LIBRARY AND ARCHIVES** Legal Entity Name: **EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES**

Agency Code: **332** Contractor Name: **EBSCO INDUSTRIES, INC. DBA EBSCO SUBSCRIPTION SERVICES**

Appropriation Unit: **2891-12** Address: **PO BOX 92901**

Is budget authority available?: **Yes** City/State/Zip: **LOS ANGELES, CA 90009**

If "No" please explain: **Not Applicable** 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? **2012-2013**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/20/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **06/30/2012**

Termination Date:

Contract term: **1 year and 55 days**4. Type of contract: **Contract**Contract description: **Licensed Databases**

5. Purpose of contract:

This is the first amendment to the original contract, which provides 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. This amendment extends the termination date from June 30, 2012 to September 12, 2012 and increases the maximum amount from \$400,000 to \$490,000 to provide access to additional online general periodical databases for the same purpose through the purchase of the ABC-CLIO package of 7 additional databases focusing on geography, government and history.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$400,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$90,000.00 |
| 4. New maximum contract amount: | \$490,000.00 |
| and/or the termination date of the original contract has changed to: | 09/12/2012 |

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 | 08/09/2011 08:57:48 AM |
| Division Approval | dhoney | 08/09/2011 08:57:52 AM |
| Department Approval | mcost1 | 08/09/2011 09:57:53 AM |
| Contract Manager Approval | dhoney | 08/09/2011 10:45:22 AM |
| DoIT Approval | ismolya1 | 08/10/2011 15:41:10 PM |
| Budget Analyst Approval | knielsen | 08/11/2011 13:59:15 PM |
| Team Lead Approval | cwatson | 08/12/2011 10:12:58 AM |

Debra J. Honey

From: Kimberlee Tarter
Sent: Tuesday, April 12, 2011 4:09 PM
To: Debra J. Honey
Cc: Kim C. Perondi
Subject: RE: Approval Request - Statewide Database contracts

Hi Debbie,

Pursuant to your request, and in accordance with NRS 333.165(1), your agency is delegated the authority to contract for Statewide Databases for NSLA. As the certified contract manager you are aware of the requirements of NRS 333, NAC 333 and SAM 300 that the procurement must comply with. Additionally, provide a copy of this email when entering your contract summary information in CETS for documentation of the waiver.

Regards,

Kimberlee

Kimberlee Tarter, CPPB
Deputy Administrator

Dept of Administration, Purchasing Division
515 East Musser Street, Suite 300, Carson City, NV 89701
T: 77.684.0196 F: 775.684.0188
W: <http://purchasing.state.nv.us>

P Please consider the environment and only print this e-mail if necessary.

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply Email, delete and destroy all copies of the original message.

From: Debra J. Honey
Sent: Tuesday, April 12, 2011 10:53 AM
To: Kimberlee Tarter
Subject: FW: Approval Request - Statewide Database contracts

Kimberlee, one of the RFP's that were attached to the below email was the wrong one. I have replaced it with the correct one. I know you are extremely busy, but could you tell me if you will make decision today because we really need to post tomorrow if approved. Thank you Debbie

Debbie Honey
Administrative Services Officer
Nevada State Library and Archives
100 N Stewart Street
Carson City, Nevada 89701-4285
Phone: (775) 684-3316
Fax: (775) 684-3311
email: dhoney@nevadaculture.org

From: Debra J. Honey
Sent: Monday, April 11, 2011 7:59 PM
To: Kimberlee Tarter
Cc: Karen Starr; Kim C. Perondi
Subject: Approval Request - Statewide Database contracts

Kimberlee, it is time again for the statewide database contracts to be rebid. Per my conversation with Kim Perondi last week, I am requesting approval for NSLA to be able to complete the RFP/Contract process for the statewide databases ourselves. This request is being made for few reasons:

- 1) Per discussion with Kim Perondi we are not seeking "Good of the State Agreements". This was very time consuming and not beneficial to the state, cities or counties.
- 2) With State Purchasing's permission NSLA has always handled these contracts except the year we tried to complete the "Good of the State agreements" (2008).
- 3) Timing - we are trying to get these RFP's posted on Wednesday morning April 13 so we can meet the BOE deadline for July. Our current contracts expire June 30, 2011.

I have attached the two RFP's for your review. With your approval, I am planning on posting them on Wednesday morning, April 13, 2011. I will be touching base throughout the process with Kim Perondi to make sure we are following all of the proper procedures. Both myself and the Project Manager are contract certified. Thank you for your consideration of this request. Debbie

Debbie Honey
Administrative Services Officer
Nevada State Library and Archives
100 N Stewart Street
Carson City, Nevada 89701-4285
Phone: (775) 684-3316
Fax: (775) 684-3311
email: dhoney@nevadaculture.org

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: **12515**

| | |
|---|---|
| Agency Name: NEVADA STATE LIBRARY AND ARCHIVES | Legal Entity Name: LEARNINGEXPRESS LLC |
| Agency Code: 332 | Contractor Name: LEARNINGEXPRESS LLC |
| Appropriation Unit: 2891-12 | Address: 2 RECTOR ST FL 26 |
| Is budget authority available?: Yes | City/State/Zip: NEW YORK, NY 10006-1832 |
| If "No" please explain: Not Applicable | Contact/Phone: Kheil McIntyre 646-274-6439 |
| | Vendor No.: T27028286 |
| | NV Business ID: NV20111464092 |

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? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/13/2012**

Contract term: **1 year and 1 day**

4. Type of contract: **Contract**

Contract description: **Database Licenses**

5. Purpose of contract:

This is a new contract to provide access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Payment for access at a cost of \$45,000 for a one year period. Payment of \$45,000 to be made upon submission of invoice and approval of project manager. Total contract not to exceed \$45,000. 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?

Eleven proposals were received and this vendor was chosen to meet the libraries needs.

d. Last bid date: 04/13/2011 Anticipated re-bid date: 04/02/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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 | 08/03/2011 14:27:51 PM |
| Division Approval | dhoney | 08/04/2011 16:26:06 PM |
| Department Approval | mcost1 | 08/09/2011 09:57:22 AM |
| Contract Manager Approval | dhoney | 08/09/2011 10:32:59 AM |
| Budget Analyst Approval | knielsen | 08/11/2011 13:31:20 PM |
| Team Lead Approval | cwatson | 08/12/2011 10:16:32 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 10:16:36 AM |
| BOE Final Approval | Pending | |

Debra J. Honey

From: Kimberlee Tarter
Sent: Tuesday, April 12, 2011 4:09 PM
To: Debra J. Honey
Cc: Kim C. Perondi
Subject: RE: Approval Request - Statewide Database contracts

Hi Debbie,

Pursuant to your request, and in accordance with NRS 333.165(1), your agency is delegated the authority to contract for Statewide Databases for NSLA. As the certified contract manager you are aware of the requirements of NRS 333, NAC 333 and SAM 300 that the procurement must comply with. Additionally, provide a copy of this email when entering your contract summary information in CETS for documentation of the waiver.

Regards,

Kimberlee

Kimberlee Tarter, CPPB
Deputy Administrator

Dept of Administration, Purchasing Division
515 East Musser Street, Suite 300, Carson City, NV 89701
T: 77.684.0196 F: 775.684.0188
W: <http://purchasing.state.nv.us>

P Please consider the environment and only print this e-mail if necessary.

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to whom it is addressed. Any review, dissemination, or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply Email, delete and destroy all copies of the original message.

From: Debra J. Honey
Sent: Tuesday, April 12, 2011 10:53 AM
To: Kimberlee Tarter
Subject: FW: Approval Request - Statewide Database contracts

Kimberlee, one of the RFP's that were attached to the below email was the wrong one. I have replaced it with the correct one. I know you are extremely busy, but could you tell me if you will make decision today because we really need to post tomorrow if approved. Thank you Debbie

Debbie Honey
Administrative Services Officer
Nevada State Library and Archives
100 N Stewart Street
Carson City, Nevada 89701-4285
Phone: (775) 684-3316
Fax: (775) 684-3311
email: dhoney@nevadaculture.org

From: Debra J. Honey
Sent: Monday, April 11, 2011 7:59 PM
To: Kimberlee Tarter
Cc: Karen Starr; Kim C. Perondi
Subject: Approval Request - Statewide Database contracts

Kimberlee, it is time again for the statewide database contracts to be rebid. Per my conversation with Kim Perondi last week, I am requesting approval for NSLA to be able to complete the RFP/Contract process for the statewide databases ourselves. This request is being made for few reasons:

- 1) Per discussion with Kim Perondi we are not seeking "Good of the State Agreements". This was very time consuming and not beneficial to the state, cities or counties.
- 2) With State Purchasing's permission NSLA has always handled these contracts except the year we tried to complete the "Good of the State agreements" (2008).
- 3) Timing - we are trying to get these RFP's posted on Wednesday morning April 13 so we can meet the BOE deadline for July. Our current contracts expire June 30, 2011.

I have attached the two RFP's for your review. With your approval, I am planning on posting them on Wednesday morning, April 13, 2011. I will be touching base throughout the process with Kim Perondi to make sure we are following all of the proper procedures. Both myself and the Project Manager are contract certified. Thank you for your consideration of this request. Debbie

Debbie Honey
Administrative Services Officer
Nevada State Library and Archives
100 N Stewart Street
Carson City, Nevada 89701-4285
Phone: (775) 684-3316
Fax: (775) 684-3311
email: dhoney@nevadaculture.org

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: **12402**

| | | | |
|---------------------------------|---|--------------------|---|
| Agency Name: | HEALTH CARE FINANCING & POLICY | Legal Entity Name: | BOR NSHE UNR Office of Sponsored Projects |
| Agency Code: | 403 | Contractor Name: | BOR NSHE UNR Office of Sponsored Projects |
| Appropriation Unit: | 3158-72 | Address: | 1664 North Virginia Street 204 Ross Hall/Mail Stop 325 |
| Is budget authority available?: | Yes | City/State/Zip: | Reno, NV 89557-0240 |
| If "No" please explain: | Not Applicable | Contact/Phone: | Jennifer Booth 775-784-4040 |
| | | 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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

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

Anticipated BOE meeting date 08/2011

Retroactive? **Yes**

If "Yes", please explain

| |
|--|
| This contract is retroactive due to the delay between the time the subgrant is negotiated and awarded and the time to develop and process a contract to substantiate the terms of the subgrant award. |
|--|

3. Termination Date: **12/31/2011**Contract term: **183 days**4. Type of contract: **Interlocal Agreement**Contract description: **MIG Subgrant Award**

5. Purpose of contract:

| |
|---|
| This is a new Interlocal agreement to expand interagency collaboration by developing a statewide resource guide for all agencies that references employment gains, deficits, trends, best practices for new employment options, and programs that provide support to persons with disabilities seeking employment. |
|---|

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$43,955.00**

Other basis for payment: The amount of the contract is equivalent to the amount of the subgrant award.

II. JUSTIFICATION

7. What conditions require that this work be done?

| |
|---|
| Necessity to develop an effective measure to provide statistical information and trends to agencies, programs, legislators, and administrators and an annual benchmark for the effectiveness of their efforts resulting from the Employment Policy Summits and other employment-related activities. |
|---|

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

| |
|---|
| State employees are partnering with UNR to do the work through the Nevada Center for Excellence in Disabilities (NCED). |
|---|

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:

DHCFP has been engaged in several contracts with the NSHE 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 | llamborn | 06/30/2011 15:56:38 PM |
| Division Approval | llamborn | 06/30/2011 15:56:43 PM |
| Department Approval | mtorvine | 08/04/2011 16:50:35 PM |
| Contract Manager Approval | dkingsle | 08/09/2011 11:07:08 AM |
| Budget Analyst Approval | nhovden | 08/10/2011 10:09:26 AM |
| Team Lead Approval | jteska | 08/23/2011 16:02:03 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:02:06 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 29, 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 Board of Regents, Nevada System of Higher Education,
University of Nevada Reno, Office of Sponsored Projects

DHCFP is seeking approval to enter into a retroactive contract with Board of Regents, Nevada System of Higher Education, University of Nevada Reno, Office of Sponsored Projects. This contract was prepared as quickly as possible and if approved, becomes effective July 1, 2011.

This is a new Interlocal contract that is retroactive because of the delay between notification and award of the sub-grant and the development and processing of a new contract to substantiate the terms of the sub-grant award.

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: **12513**

| | |
|--|---|
| Agency Name: HEALTH CARE FINANCING & POLICY | Legal Entity Name: Clifton Gunderson LLP |
| Agency Code: 403 | Contractor Name: Clifton Gunderson LLP |
| Appropriation Unit: 3158-04 | Address: 4461 Cox Road, Suite 210 |
| Is budget authority available?: Yes | City/State/Zip: Glen Allen, VA 23060 |
| If "No" please explain: Not Applicable | Contact/Phone: Sheryl Pannell 804-270-2200 |
| | Vendor No.: |
| | NV Business ID: NV20041000045 |

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 | 50.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 50.00 % County of Audit |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Audit Services**

5. Purpose of contract:

This is a new contract for a Certified Public Accounting firm to perform reviews of Cost Allocation Plans (CAP) and cost reports submitted by governmental entities that provide services such as targeted case management, school based services, administrative services, and are reimbursed using the methodology of certified public expenditures.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$253,440.00**

Payment for services will be made at the rate of \$63,360.00 per Contract Year

II. JUSTIFICATION

7. What conditions require that this work be done?

Necessity to ensure accuracy in certified public expenditure (CPE) reimbursement to the counties for targeted case management, school based services, and administrative services among others.

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

DHCFP does not have the resources to conduct these reviews annually.

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?

DHCFP contracted with Clifton Gunderson through competitive bid in 2007 to perform a series of audit services of varying scopes. By having an established contract for over 4 years, there is a high-level of assurance Clifton Gunderson understands DHCFP's business processes which in turn will translate to an efficient performance in this new series of audits for the Counties.

Further, Clifton Gunderson reduced their rates 15% upon execution of the 2007 contract. The rate has not increased since.

Given that Clifton Gunderson is an accounting firm, they are exempt from mandated competitive solicitation pursuant to 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:

Clifton Gunderson has existing and long-term contracts with DHCFP with satisfactory performance.

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

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

Not Applicable

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

LLP

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | llamborn | 08/03/2011 15:00:34 PM |
| Division Approval | llamborn | 08/03/2011 15:00:42 PM |
| Department Approval | mtorvine | 08/08/2011 09:47:59 AM |
| Contract Manager Approval | dkingsle | 08/09/2011 12:00:02 PM |
| Budget Analyst Approval | nhovden | 08/09/2011 15:39:46 PM |
| Team Lead Approval | jteska | 08/23/2011 16:00:41 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:00:44 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 CONTRACT

1. Contract Number: **11760** Amendment Number: **1**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **HP Enterprise Services, LLC**

Agency Code: **403** Contractor Name: **HP Enterprise Services, LLC**

Appropriation Unit: **3158-23** Address: **5400 Legacy Drive**

Is budget authority available?: **Yes** City/State/Zip: **Plano, TX 75024**

If "No" please explain: **Not Applicable** Contact/Phone: **Pamela Swiz Pascal 208-371-3229**

Vendor No.:

NV Business ID: **NV19961138570**

To what State Fiscal Year(s) will the contract be charged? **2011-2016**

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.

| | | | | |
|-------------------------------------|---------------|----------------|---------------|--------|
| <input checked="" type="checkbox"/> | General Funds | 10.00 % | Fees | 0.00 % |
| <input checked="" type="checkbox"/> | Federal Funds | 90.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **RFP #1824**

2. Contract start date:

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

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2016**

Contract term: **5 years and 171 days**

4. Type of contract: **Contract**

Contract description: **MMIS Fiscal Agent**

5. Purpose of contract:

This is the first amendment to the original contract to provide takeover and operations of the Medicaid Management Information System (MMIS). The RFP included language for the awarded vendor to perform the 5010/ICD-10 remediation. No State had completed their remediation at the time the RFP was written, the capabilities of the vendor community could not be measured to write requirements into the RFP. Additionally, the awarded vendor is required to perform their own analysis of the existing MMIS to develop a new Scope of Work and to price the project, but the current vendor would not release the required level of detail to do so. The remediation we are receiving for this project is more robust than the original design and, although we indicated in our TIR we would not meet the 1/1/12, 5010 implementation date, through this amendment we believe we can meet, or come close to meeting, the deadline.

6. CONTRACT AMENDMENT

| | |
|--|------------------|
| 1. The maximum amount of the original contract: | \$176,945,854.17 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$11,001,222.00 |
| 4. New maximum contract amount: | \$187,947,076.17 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal mandates. Currently there is \$10,318,642 of legislatively approved authority in the 12/13 budget for BA 3158 - DHCFP Administration. The funding comes from decision unit E 570 which funds the Technology Investment Request for this project. The remainder will be requested in the 14/15 budget.

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

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

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

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

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

10. Does the contract contain any IT components? 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:

Amending an existing contract

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

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

Not Applicable

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

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 | llamborn | 08/05/2011 14:29:04 PM |
| Division Approval | llamborn | 08/05/2011 14:29:08 PM |
| Department Approval | mtorvine | 08/09/2011 11:05:11 AM |

| | | |
|---------------------------|----------|------------------------|
| Contract Manager Approval | dkingsle | 08/09/2011 12:00:21 PM |
| DoIT Approval | lsmolya1 | 08/10/2011 15:41:55 PM |
| Budget Analyst Approval | jteska | 08/18/2011 15:34:05 PM |
| Team Lead Approval | jteska | 08/18/2011 15:34:10 PM |
| BOE Agenda Approval | jteska | 08/18/2011 16:30:57 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: **CONV4811** Amendment Number: **4**

Agency Name: **HEALTH DIVISION** Legal Entity Name: **Open Domain, Inc**

Agency Code: **406** Contractor Name: **Open Domain, Inc**

Appropriation Unit: **3214-04** Address: **9 Crow Canyon Court #108**

Is budget authority available?: **Yes** City/State/Zip: **San Ramon, CA 94583**

If "No" please explain: **Not Applicable** Contact/Phone: **Uli Dreifuerst 9258550588**

Vendor No.: **T27015545**

NV Business ID: **NV20101680203**

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

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

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

Agency Reference #: **HD 08112**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2007**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2011**

Contract term: **4 years and 183 days**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the fourth amendment to the original contract which provides technical support to the Women, Infants and Children (WIC) program. This amendment extends the termination date from September 30, 2011 to March 31, 2012 and increases the maximum amount by \$140,000 from \$920,800 to \$1,060,800 due to additional programming requirements and hosting of WIC applications.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$279,000.00 |
| 2. Total amount of any previous contract amendments: | \$641,800.00 |
| 3. Amount of current contract amendment: | \$140,000.00 |
| 4. New maximum contract amount: | \$1,060,800.00 |
| and/or the termination date of the original contract has changed to: | 03/31/2012 |

II. JUSTIFICATION

7. What conditions require that this work be done?

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

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 capability to maintain the WIC system.

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

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

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 070915 D
Approval Date: 07/12/2011

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

d. Last bid date: Anticipated re-bid date: 08/31/2011

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | pweyrick | 07/29/2011 11:56:16 AM |
| Division Approval | pweyrick | 07/29/2011 11:56:20 AM |
| Department Approval | mtorvine | 08/04/2011 14:54:53 PM |
| Contract Manager Approval | cschmid2 | 08/05/2011 07:41:18 AM |
| DoIT Approval | bbohm | 08/08/2011 15:59:31 PM |
| Budget Analyst Approval | jborrowm | 08/12/2011 13:17:47 PM |
| Team Lead Approval | jteska | 08/23/2011 16:14:15 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:
070915 0
Amendment 4

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Bureau of Public Health and Clinical Services/Women, Infants and Children(WIC) Program
George McNeil, WIC IT Program Manager (775) 684-4252, gmneil@health.nv.gov
- b. Vendor contact information: **Open Domain, Inc. - Uli Dreuefyst (925) 855-0588**
- c. Type of waiver requested: Sole or single source Professional Service Exemption
2. Description of work/services to be performed or commodity/good to be purchased:
 Enhance capabilities of current WIC reporting system to better perform with recently implemented EBT system. Continue stabilization of current system and centralized client database to enhance client tracking and fraud prevention. Automate processes currently done monthly for vendor EBT processing.
3. Describe the unique qualification required for the service or good to be purchased: This contractor has unique experience with Nevada WIC system, has written its EBT components and assisted in development of various other components. Contractor currently receives detailed participant data from the 43 WIC clinics and formats the data for use in the state WIC reporting system. Contractor was instrumental in developing and formatting of EBT data for use in current system.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
 This vendor has extensive experience with the WIC program. The training of another contractor and acquisition of needed resources in order to complete tasks would be time consuming and not cost effective.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
 Service to over 790,000 WIC participants will be negatively impacted. Reporting to program funding agency will be inaccurate and could be delayed causing a negative impact in future program consideration for additional funding.
6. What market research was conducted to substantiate that there is no competition for the service or good?
 Please include an evaluation of other items considered, and provide documentation.
 Contractor is the only known source that has familiarity with the state WIC reporting system that has an integrated JP Morgan EBT system.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
 The original proposal by the contractor was reviewed by the Systems Manager who reviewed proposed hours rate and equipment usage.
8. What is the estimated value and length of the contract, amendment or request?
 Six months (Oct 1, 2011 thru Mar 31, 2012) at a total contract amount not to exceed \$130,000. The Program is working an RFP for 2012.

NV State Health Division
Requesting agency

hereby requests approval for

Open Domain, Inc.
Proposed vendor

To provide the service/good for the amount and term as described above.

- a. New contract Y N
b. Amendment Y N Amendment No. 4
{provide copy of previous waiver(s)}

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>Col. Schell for G. Mentel</i> | July 11, 2011 |
| | Agency Representative Initiating Request | Date |
| X | <i>Patricia L. ASD IV</i> | 7/11/11 |
| | 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 | <i>N/A</i> | |
| | Reviewing Agency/Entity Signature | Date |

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

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

Approving Authority:

| | | |
|---|------------------------------------|----------|
| X | <i>Steph Smith</i> | 07/12/11 |
| | Administrator, Purchasing Division | Date |

** see attached email request + authorization dated 07/08/11 **

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: **12504**

| | |
|--|---|
| Agency Name: HEALTH DIVISION | Legal Entity Name: ACCESS TO HEALTHCARE NETWORK |
| Agency Code: 406 | Contractor Name: ACCESS TO HEALTHCARE NETWORK |
| Appropriation Unit: 3220-21 | Address: INC |
| Is budget authority available?: Yes | City/State/Zip: 4001 S VIRGINIA ST STE F RENO, NV 89502-6029 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/284-8989 |
| | Vendor No.: T29014671 |
| | NV Business ID: NV20061133335 |

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: HD 12041

2. Contract start date:

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

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Women's Health**

5. Purpose of contract:

This is a new contract to provide breast and cervical cancer screening services for women aged fifty and older who qualify under federal guidelines for the Women's Health Connection Program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$6,614,564.00**

Payment for services will be made at the rate of \$143,794.00 per month

Other basis for payment: This is an approximation of monthly invoices based on provider billings for these services over the last four years.

II. JUSTIFICATION

7. What conditions require that this work be done?

The federal grant, from the Centers for Disease Control and Pervation, mandates that women eligible for the Women's Health Connection Program, be afforded screenings for breast and cervical cancer.

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 capability to provide these services.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Access to HealthCare Network was the only bidder for this RFP. They have satisfactorily provided these types of services to the Health Division in the past.

d. Last bid date: 04/15/2011 Anticipated re-bid date: 06/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This contractor has performed these types of services for the Health Division in the past, with satisfactory results.

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

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

Not Applicable

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

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 | 08/05/2011 15:51:04 PM |
| Division Approval | pweyrick | 08/05/2011 15:51:08 PM |
| Department Approval | mtorvine | 08/09/2011 13:32:22 PM |
| Contract Manager Approval | cschmid2 | 08/09/2011 13:44:23 PM |
| Budget Analyst Approval | jborrowm | 08/12/2011 13:08:21 PM |
| Team Lead Approval | jteska | 08/23/2011 16:20:17 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:20:20 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12456**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3224-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **HUMBOLDT, COUNTY OF**
 Contractor Name: **HUMBOLDT, COUNTY OF**
 Address: **HUMBOLDT COUNTY TREASURER
 50 W 5TH ST RM 203
 WINNEMUCCA, NV 89445**
 City/State/Zip: **WINNEMUCCA, NV 89445**
 Contact/Phone: null775/623-6444
 Vendor No.: T40139500
 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.

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

Agency Reference #: HD 12006

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$220,248.00**

Payment for services will be made at the rate of \$9,177.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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 | 07/21/2011 06:10:48 AM |
| Division Approval | pweyrick | 07/21/2011 06:10:52 AM |
| Department Approval | mtorvine | 08/04/2011 15:00:54 PM |
| Contract Manager Approval | cschmid2 | 08/05/2011 07:40:43 AM |
| Budget Analyst Approval | jborrowm | 08/12/2011 13:28:02 PM |
| Team Lead Approval | jteska | 08/23/2011 16:17:20 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:17:24 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

July 15, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12006 (CETS 12456)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **12556**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3224-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **LANDER, COUNTY OF**
 Contractor Name: **LANDER, COUNTY OF**
 Address: **LANDER COUNTY CLERK**
315 S HUMBOLDT ST
 City/State/Zip: **BATTLE MOUNTAIN, NV 89820**
 Contact/Phone: null775/635-5738
 Vendor No.: T40262000G
 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.

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

Agency Reference #: HD 12007

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,224.00**

Payment for services will be made at the rate of \$3,801.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **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 | pweyrick | 08/16/2011 07:03:53 AM |
| Division Approval | pweyrick | 08/16/2011 07:03:56 AM |
| Department Approval | mtorvine | 08/18/2011 09:16:26 AM |
| Contract Manager Approval | cschmid2 | 08/18/2011 09:50:43 AM |
| Budget Analyst Approval | jborrowm | 08/18/2011 14:33:57 PM |
| Team Lead Approval | jteska | 08/23/2011 16:06:09 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:06:13 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

August 10, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12007 (CETS 12556)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **12555**

Agency Name: **HEALTH DIVISION**

Agency Code: **406**

Appropriation Unit: **3224-00**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: LYON, COUNTY OF

Contractor Name: **LYON, COUNTY OF**

Address: **LYON COUNTY HUMAN SERVICES
27 S MAIN ST**

City/State/Zip: **YERINGTON, NV 89447**

Contact/Phone: null775/577-5009

Vendor No.: T40156600AH

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.

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

Agency Reference #: HD 12010

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 10/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$141,168.00**

Payment for services will be made at the rate of \$5,882.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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 | 08/16/2011 06:59:21 AM |
| Division Approval | pweyrick | 08/16/2011 06:59:24 AM |
| Department Approval | mtorvine | 08/18/2011 09:11:10 AM |
| Contract Manager Approval | cschmid2 | 08/18/2011 09:51:14 AM |
| Budget Analyst Approval | jborrowm | 08/18/2011 14:36:08 PM |
| Team Lead Approval | jteska | 08/23/2011 16:08:57 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:09:02 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

August 10, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12010 (CETS 12555)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **12503**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**

Appropriation Unit: **3224-00**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MINERAL, COUNTY OF**
Contractor Name: **MINERAL, COUNTY OF**
Address: **MINERAL COUNTY SOCIAL SERVICES
PO BOX 1450
HAWTHORNE, NV 89415**
City/State/Zip: **HAWTHORNE, NV 89415**
Contact/Phone: null775/945-2446
Vendor No.: T40291300J
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.

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

Agency Reference #: HD 12011

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,808.00**

Payment for services will be made at the rate of \$1,992.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **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 | pweyrick | 07/29/2011 11:50:58 AM |
| Division Approval | pweyrick | 07/29/2011 11:51:01 AM |
| Department Approval | mtorvine | 08/04/2011 14:57:23 PM |
| Contract Manager Approval | cschmid2 | 08/05/2011 07:40:25 AM |
| Budget Analyst Approval | jborrowm | 08/15/2011 14:00:26 PM |
| Team Lead Approval | jteska | 08/23/2011 16:16:04 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:16:09 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

July 28, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12011 (CETS 12503)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **11818**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3224-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **PERSHING, COUNTY OF**
 Contractor Name: **PERSHING, COUNTY OF**
 Address: **PERSHING COUNTY CLERK
 PO BOX 820
 LOVELOCK, NV 89419**
 City/State/Zip: **LOVELOCK, NV 89419**
 Contact/Phone: null775-273-2208
 Vendor No.: T81041592A
 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.

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

Agency Reference #: HD 12013

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,272.00**

Payment for services will be made at the rate of \$1,303.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | pweyrick | 07/29/2011 11:53:49 AM |
| Division Approval | pweyrick | 07/29/2011 11:53:52 AM |
| Department Approval | mtorvine | 08/04/2011 14:59:07 PM |
| Contract Manager Approval | cschmid2 | 08/05/2011 07:40:58 AM |
| Budget Analyst Approval | jborrowm | 08/12/2011 13:26:22 PM |
| Team Lead Approval | jteska | 08/23/2011 16:18:47 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:18:51 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

July 28, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12013 (CETS 11818)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **12554**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3224-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **WHITE PINE, COUNTY OF**
 Contractor Name: **WHITE PINE, COUNTY OF**
 Address: **WHITE PINE COUNTY TREASURER**
801 CLARK ST STE 2
 City/State/Zip: **ELY, NV 89301-1995**
 Contact/Phone: null775/289-4783
 Vendor No.: T80971176
 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.

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

Agency Reference #: HD 12002

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 10/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was not able to be submitted to the Board of Examiners in a timely fashion due to legislative actions requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Family Health**

5. Purpose of contract:

This is a new revenue contract for the state to promote individual and family health in the county utilizing the State's community health nurses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$50,832.00**

Payment for services will be made at the rate of \$2,118.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada State Health Division, Public Health and Clinical Services Program, receives funding from the county to provide direct preventative health care, as well as referrals for medical services, to county residents.

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

State employees are providing these services to the county.

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

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

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

Not Applicable

b. Solicitation Waiver: **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 | pweyrick | 08/16/2011 07:02:08 AM |
| Division Approval | pweyrick | 08/16/2011 07:02:11 AM |
| Department Approval | mtorvine | 08/18/2011 09:14:23 AM |
| Contract Manager Approval | cschmid2 | 08/18/2011 09:50:59 AM |
| Budget Analyst Approval | jborrowm | 08/18/2011 14:31:48 PM |
| Team Lead Approval | jteska | 08/23/2011 16:10:54 PM |
| BOE Agenda Approval | jteska | 08/23/2011 16:10:57 PM |
| BOE Final Approval | Pending | |

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
State Health Officer

**DEPARTMENT OF HEALTH AND
HUMAN SERVICES
HEALTH DIVISION**
Frontier and Rural (FaR) Public Health Program
3427 Goni Road #108
Carson City, Nevada 89706
Telephone: (775) 687-7550 Fax: (775) 684-3492

August 10, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Community Health Nurse Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12002 (CETS 12554)**

This memorandum requests that the above referenced Health Division Contract be approved for a retroactive start date effective July 1, 2011. The contract requires a retroactive start date because the revenues cover a two-year period (July 1, 2011 through June 30, 2013). The contract was not able to be submitted to the Board of Examiners in a timely fashion due to the pending passage of NRS 441A.120 requiring the counties to pay the costs of the testing, screening and treatment of tuberculosis (TB) and sexually transmitted diseases (STDs). The following actions have been taken to prevent the need for future retroactive requests: Prepare contracts further in advance and prepare contingencies contracts when possible.

IC

cc: Colman Schmidt, Management Analyst II
Health Division

Public Health: Working for a Safer and Healthier Nevada

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: **12462**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: BOARD OF REGENTS-UNR |
| Agency Code: 407 | Contractor Name: BOARD OF REGENTS-UNR |
| Appropriation Unit: 3228-42 | Address: UNR CONTROLLERS OFFICE MAIL STOP 0124 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89557-0025 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/784-4062 |
| | Vendor No.: D35000816 |
| | NV Business ID: Gov't 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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$76,723.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:22:55 AM |
| Division Approval | msmit5 | 08/02/2011 07:31:16 AM |
| Department Approval | mtorvine | 08/04/2011 15:08:13 PM |
| Contract Manager Approval | afrancis | 08/08/2011 08:08:37 AM |
| Budget Analyst Approval | cglover | 08/08/2011 11:48:20 AM |
| Team Lead Approval | jteska | 08/23/2011 15:08:46 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:08:50 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12464**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: BOARD OF REGENTS-UNR |
| Agency Code: 407 | Contractor Name: BOARD OF REGENTS-UNR |
| Appropriation Unit: 3228-42 | Address: UNR CONTROLLERS OFFICE MAIL STOP 0124 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89557-0025 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/784-4062 |
| | Vendor No.: D35000816 |
| | NV Business ID: Gov't 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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$915,934.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:24:10 AM |
| Division Approval | msmit5 | 08/02/2011 17:10:35 PM |
| Department Approval | mtorvine | 08/04/2011 15:46:47 PM |
| Contract Manager Approval | afrancis | 08/08/2011 12:04:36 PM |
| Budget Analyst Approval | cglover | 08/08/2011 15:09:20 PM |
| Team Lead Approval | jteska | 08/23/2011 14:06:06 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:06:10 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: **12482**

| | |
|--|--|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: BOYS & GIRLS CLUB OF LAS VEGAS |
| Agency Code: 407 | Contractor Name: BOYS & GIRLS CLUB OF LAS VEGAS |
| Appropriation Unit: 3228-44 | Address: 2850 S LINDELL RD |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89146-6815 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/367-2582 |
| | Vendor No.: T80947631A |
| | NV Business ID: NV19611001462 |

To what State Fiscal Year(s) will the contract be charged? **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 | 44.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 56.00 % Vendor cost share |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$301,849.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/25/2011 08:40:35 AM |
| Division Approval | msmit5 | 08/02/2011 07:24:33 AM |
| Department Approval | mtorvine | 08/09/2011 09:59:22 AM |
| Contract Manager Approval | afrancis | 08/09/2011 14:31:49 PM |
| Budget Analyst Approval | cglover | 08/10/2011 11:51:44 AM |
| Team Lead Approval | jteska | 08/23/2011 13:48:04 PM |
| BOE Agenda Approval | jteska | 08/23/2011 13:48:13 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 CONTRACT

1. Contract Number: **12457**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: DUCKWATER SHOSHONE TRIBE |
| Agency Code: 407 | Contractor Name: DUCKWATER SHOSHONE TRIBE |
| Appropriation Unit: 3228-42 | Address: PO BOX 140068 |
| Is budget authority available?: Yes | City/State/Zip: DUCKWATER, NV 89314-0068 |
| If "No" please explain: Not Applicable | Contact/Phone: Christine Stones 775/863-0227 |
| | Vendor No.: T81070857A |
| | NV Business ID: Gov't 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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,072.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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:

Was under contract with DWSS in FY 11 and provided satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:19:43 AM |
| Division Approval | msmit5 | 08/02/2011 07:33:59 AM |
| Department Approval | mtorvine | 08/04/2011 15:35:14 PM |
| Contract Manager Approval | afrancis | 08/08/2011 08:06:48 AM |
| Budget Analyst Approval | cglover | 08/08/2011 11:52:29 AM |
| Team Lead Approval | jteska | 08/23/2011 14:28:05 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:28:10 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: **12483**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: EAST VALLEY FAMILY SERVICES |
| Agency Code: 407 | Contractor Name: EAST VALLEY FAMILY SERVICES |
| Appropriation Unit: 3228-44 | Address: 1800 E SAHARA AVE STE 111 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89104-3732 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/369-9433 |
| | Vendor No.: T81095752 |
| | NV Business ID: NV20041481002 |

To what State Fiscal Year(s) will the contract be charged? **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 | 44.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 56.00 % vendor share cost |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$263,275.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/25/2011 08:40:01 AM |
| Division Approval | msmit5 | 08/02/2011 07:27:34 AM |
| Department Approval | mtorvine | 08/09/2011 09:59:40 AM |
| Contract Manager Approval | afrancis | 08/09/2011 14:32:45 PM |
| Budget Analyst Approval | cglover | 08/10/2011 09:53:04 AM |
| Team Lead Approval | jteska | 08/23/2011 12:46:33 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:46:38 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12458**

| | |
|--|--|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: FOOD BANK OF NORTHERN NEVADA |
| Agency Code: 407 | Contractor Name: FOOD BANK OF NORTHERN NEVADA |
| Appropriation Unit: 3228-42 | Address: 550 ITALY DR |
| Is budget authority available?: Yes | City/State/Zip: MCCARRAN, NV 89434-5400 |
| If "No" please explain: Not Applicable | Contact/Phone: Cherie Jamason 775/331-3663 |
| | Vendor No.: T80946842 |
| | NV Business ID: NV19831012424 |

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? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,737.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:19:04 AM |
| Division Approval | msmit5 | 08/02/2011 07:30:42 AM |
| Department Approval | mtorvine | 08/04/2011 15:37:07 PM |
| Contract Manager Approval | afrancis | 08/08/2011 12:01:54 PM |
| Budget Analyst Approval | cglover | 08/08/2011 13:25:11 PM |
| Team Lead Approval | jteska | 08/23/2011 14:39:37 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:39:41 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12479**

| | |
|--|--|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: FOOD BANK OF NORTHERN NEVADA |
| Agency Code: 407 | Contractor Name: FOOD BANK OF NORTHERN NEVADA |
| Appropriation Unit: 3228-44 | Address: 550 ITALY DR |
| Is budget authority available?: Yes | City/State/Zip: MCCARRAN, NV 89434-5400 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/331-3663 |
| | Vendor No.: T80946842 |
| | NV Business ID: NV19831012424 |

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 | 45.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 55.00 % Vendor cost share |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach Demo**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture, certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$549,298.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/25/2011 08:39:06 AM |
| Division Approval | msmit5 | 08/02/2011 07:32:31 AM |
| Department Approval | mtorvine | 08/09/2011 09:38:53 AM |
| Contract Manager Approval | afrancis | 08/09/2011 14:24:46 PM |
| Budget Analyst Approval | cglover | 08/10/2011 09:48:20 AM |
| Team Lead Approval | jteska | 08/23/2011 12:36:26 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:36:32 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12460**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: HELP OF SOUTHERN NEVADA |
| Agency Code: 407 | Contractor Name: HELP OF SOUTHERN NEVADA |
| Appropriation Unit: 3228-42 | Address: 1640 E FLAMINGO RD STE 100 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89119-5280 |
| If "No" please explain: Not Applicable | Contact/Phone: Terri DiAntonio 702/369-4357 |
| | Vendor No.: T80351170C |
| | NV Business ID: NV20071585588 |

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? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,201.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:23:48 AM |
| Division Approval | msmit5 | 08/02/2011 07:34:33 AM |
| Department Approval | mtorvine | 08/04/2011 15:06:09 PM |
| Contract Manager Approval | afrancis | 08/08/2011 08:08:24 AM |
| Budget Analyst Approval | cglover | 08/08/2011 11:46:40 AM |
| Team Lead Approval | jteska | 08/23/2011 14:55:06 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:55:09 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: **12480**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: HELP OF SOUTHERN NEVADA |
| Agency Code: 407 | Contractor Name: HELP OF SOUTHERN NEVADA |
| Appropriation Unit: 3228-44 | Address: 1640 E FLAMINGO RD STE 100 |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89119-5280 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/369-4357 |
| | Vendor No.: T80351170C |
| | NV Business ID: NV19701000894 |

To what State Fiscal Year(s) will the contract be charged? **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 | 43.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 57.00 % Vendor cost share |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach Demo**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture, certain community partners can conduct initial SNAP interviews. This allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$394,874.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/25/2011 08:39:30 AM |
| Division Approval | msmit5 | 08/02/2011 07:35:08 AM |
| Department Approval | mtorvine | 08/09/2011 09:43:57 AM |
| Contract Manager Approval | afrancis | 08/09/2011 14:27:11 PM |
| Budget Analyst Approval | cglover | 08/10/2011 09:58:27 AM |
| Team Lead Approval | jteska | 08/23/2011 12:56:16 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:56:20 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12465**

| | |
|--|--|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: STEP 2 INC |
| Agency Code: 407 | Contractor Name: STEP 2 INC |
| Appropriation Unit: 3228-42 | Address: PO BOX 40674 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89504-4674 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/787-9411 |
| | Vendor No.: T80920903A |
| | NV Business ID: NV19861005080 |

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? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,458.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:20:05 AM |
| Division Approval | msmit5 | 08/02/2011 07:29:15 AM |
| Department Approval | mtorvine | 08/04/2011 15:33:28 PM |
| Contract Manager Approval | afrancis | 08/08/2011 11:59:51 AM |
| Budget Analyst Approval | cglover | 08/08/2011 15:11:23 PM |
| Team Lead Approval | jteska | 08/23/2011 13:59:30 PM |
| BOE Agenda Approval | jteska | 08/23/2011 13:59:38 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12468**

| | | | |
|---------------------------------|-------------------------------------|--------------------|---|
| Agency Name: | WELFARE AND SUPPORT SERVICES | Legal Entity Name: | TE MOAK TRIBE OF WESTERN SHOSHONE/SPECIAL DIABETES PROG |
| Agency Code: | 407 | Contractor Name: | TE MOAK TRIBE OF WESTERN SHOSHONE/SPECIAL DIABETES PROG |
| Appropriation Unit: | 3228-42 | Address: | SHOSHONE/SPECIAL DIABETES PROG 525 SUNSET ST |
| Is budget authority available?: | Yes | City/State/Zip: | ELKO, NV 89801 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775/738-9251 |
| | | Vendor No.: | T29008879 |
| | | NV Business ID: | Gov't 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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,288.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:20:32 AM |
| Division Approval | msmit5 | 08/02/2011 17:11:48 PM |
| Department Approval | mtorvine | 08/04/2011 15:41:01 PM |
| Contract Manager Approval | afrancis | 08/08/2011 12:03:20 PM |
| Budget Analyst Approval | cglover | 08/08/2011 14:33:40 PM |
| Team Lead Approval | jteska | 08/23/2011 15:18:28 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:18:32 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12484**

| | |
|--|---|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: THREE SQUARE |
| Agency Code: 407 | Contractor Name: THREE SQUARE |
| Appropriation Unit: 3228-44 | Address: 4190 N PECOS RD |
| Is budget authority available?: Yes | City/State/Zip: LAS VEGAS, NV 89115-0187 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/644-3663 |
| | Vendor No.: T29016658 |
| | NV Business ID: NV20061789154 |

To what State Fiscal Year(s) will the contract be charged? **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 | 45.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 55.00 % Vendor share costs |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2012**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$452,043.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program therefore extending state resources and personnel.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/25/2011 08:41:03 AM |
| Division Approval | msmit5 | 08/02/2011 07:33:07 AM |
| Department Approval | mtorvine | 08/09/2011 09:59:56 AM |
| Contract Manager Approval | afrancis | 08/09/2011 14:33:12 PM |
| Budget Analyst Approval | cglover | 08/10/2011 09:56:14 AM |
| Team Lead Approval | jteska | 08/23/2011 12:28:40 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:28:43 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: **12472**

| | |
|--|--|
| Agency Name: WELFARE AND SUPPORT SERVICES | Legal Entity Name: YERINGTON PAIUTE TRIBE COUNCIL |
| Agency Code: 407 | Contractor Name: YERINGTON PAIUTE TRIBE COUNCIL |
| Appropriation Unit: 3228-42 | Address: 171 CAMPBELL LN |
| Is budget authority available?: Yes | City/State/Zip: YERINGTON, NV 89447-9731 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/463-3301 |
| | Vendor No.: T80981952 |
| | NV Business ID: Gov't 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 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **1 year**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$63,212.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Currently under contract with DWSS and provides satisfactory service.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tdufresn | 07/22/2011 09:20:57 AM |
| Division Approval | msmit5 | 08/02/2011 13:13:14 PM |
| Department Approval | mtorvine | 08/04/2011 15:39:26 PM |
| Contract Manager Approval | afrancis | 08/08/2011 12:02:10 PM |
| Budget Analyst Approval | cglover | 08/08/2011 14:30:59 PM |
| Team Lead Approval | jteska | 08/23/2011 15:21:40 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:21:44 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: **12253**

| | |
|--|--|
| Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES | Legal Entity Name: CLAY POPLIN LCSW LLC |
| Agency Code: 408 | Contractor Name: CLAY POPLIN LCSW LLC |
| Appropriation Unit: 3161-08 | Address: 802 AVENUE E STE 8 |
| Is budget authority available?: Yes | City/State/Zip: ELY, NV 89301-2423 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/289-2744 |
| | Vendor No.: T27025924 |
| | NV Business ID: NV20101260400 |

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? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 07/2011

Retroactive? **Yes**

If "Yes", please explain

The need to obtain the necessary contract documentation, preparation and submission of the contract was regrettably delayed since SNAMHS provides rural services that support the operations of the agency as a whole in the delivery of services to consumers, it was necessary to provide continuity of care to consumers by providing oversight for these services. As a result, services were provided prior to approval of the contract.

3. Termination Date: **06/30/2012**Contract term: **1 year**4. Type of contract: **Contract**Contract description: **Social Worker Servic**

5. Purpose of contract:

This is a new contract to provide a Licensed Clinical Social Worker (LCSW) to the clients of the Southern Rural Site clinic in Caliente, Nevada. LCSW services are necessary to provide direct consumer care, evaluations and screenings, telephone consultation , training, and other such necessary services at the Mental Health Clinic in Caliente.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,248.00**

Payment for services will be made at the rate of \$86.00 per Hour

Other basis for payment: Payment for services will be made a a rate of \$86.00 per hour with a maximum of 9 hours per week for 52 weeks, paid monthly.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant 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 Licensed Clinical Social Workers; 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:

There are currently no state employees available with the credentials of a Licensed Clinical Social Worker available in the Caliente area.

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?

He is currently the only Licensed Clinical Social Worker available to do the work in the Caliente area.

Contracting with qualified providers in this geographic area.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 is currently working for the Rural Clinic in Caliente, The service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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 | mhefne1 | 06/07/2011 10:15:33 AM |
| Division Approval | mhefne1 | 06/07/2011 10:16:00 AM |
| Department Approval | mtorvine | 06/08/2011 14:23:43 PM |
| Contract Manager Approval | tpollar2 | 06/10/2011 08:08:40 AM |
| Budget Analyst Approval | rhage1 | 06/27/2011 10:52:44 AM |
| Team Lead Approval | jteska | 08/18/2011 15:08:39 PM |



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES

Southern Nevada Adult Mental Health Services

6161 W. Charleston Boulevard

Las Vegas, Nevada 89146-1148

(702) 486-6000

Fax (702) 486-6248

May 25, 2011

To: Robin Hager, Budget Division
From: Tom Pollard Program Officer I, SNAMHS
RE: Retroactive cover memorandum for Clay Poplin LCSW, LLC. contract

Please consider this request for retroactive approval for the Clay Poplin LCSW, LLC contract.

This contract was to have started on July 1, 2011; however, due to the transition of the rural contracts being picked up by SNAMHS and my short term in this position we have been overwhelmed with contract renewals. We also ran into some negotiating issues that took extra time to work out. Therefore, the need to obtain the necessary contract documentation, preparation and submission of the contract was regrettably delayed.

Since SNAMHS provides rural services that support the operations of the agency as a whole in the delivery of services to consumers, it was necessary to provide continuity of care to consumers by providing oversight for these services. As a result, services were provided prior to approval of the contract. In the future, with the necessary timeline, documentation and contract monitor personnel in place at the agency, it is anticipated that the need for these retroactive contracts will be reduced significantly.

Thank you for your consideration; should you have any questions, please contact me at (702) 486-4252.

A handwritten signature in black ink, appearing to read "Tom Pollard".

Tom Pollard
Program Officer/Contract Manager
Southern Nevada Adult Mental Health Services
702-486-4252 Fax: 702-486-6248

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: **12486**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3161-18**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SOLUTIONS RECOVERY INC**Contractor Name: **SOLUTIONS RECOVERY INC**Address: **9811 W CHARLESTON BLVD # 2626**City/State/Zip: **LAS VEGAS, NV 89117**Contact/Phone: **null702/228-8520**Vendor No.: **T29014791A**NV Business ID: **NV20051545835**To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | | |
|-------------------------------------|---------------|-----------------|---------------|--------|
| <input checked="" type="checkbox"/> | General Funds | 100.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/01/2010**Anticipated BOE meeting date **09/2011**Retroactive? **Yes**

If "Yes", please explain

This contract was to start on November 1, 2010 as an amendment continuing the contract then in operation; however, due to a clerical error in the agency business office the amendment was not renewed before the expiration date of the previous contract. Since this vendor provides critical services and support to consumers with co-occurring disorders, services continued to be provided prior to approval of the contract to ensure continuity of care.

3. Termination Date: **10/31/2013**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Residential Program**

5. Purpose of contract:

This is a new contract to provide residential services for dual diagnosis clients. These services assist consumers with concurrent mental health and substance abuse issues, and provides such services as community transition, life skills, employment training, and personal care.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,530,280.00**

Payment for services will be made at the rate of \$124.00 per client per day

Other basis for payment: Rate of \$124 per day per client (maximum amount of 26 served) for period of 3 years.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.334, the Division is authorized to contract with other institutions for care of consumers with mental illness and related conditions, such as those with co-occurring disorders (diagnosed with mental health and substance abuse issues) and requiring residential treatment services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Currently the agency does not have the necessary facilities or FTE staff with training, time and expertise to provide these specialized co-occurring disorder treatment 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?

This vendor was selected from the original RFP #1799 based on evaluation scoring and visiting the locations that will be providing the service.

d. Last bid date: 06/09/2009 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?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 SNAMHS and their performance has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | pripple | 07/21/2011 11:25:48 AM |
| Division Approval | mhefne1 | 07/28/2011 12:05:22 PM |
| Department Approval | mtorvine | 08/04/2011 13:57:22 PM |
| Contract Manager Approval | tpollar2 | 08/08/2011 07:40:09 AM |
| Budget Analyst Approval | rhage1 | 08/09/2011 11:59:36 AM |
| Team Lead Approval | jteska | 08/23/2011 15:57:50 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:57:53 PM |
| BOE Final Approval | Pending | |



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES

Southern Nevada Adult Mental Health Services

6161 W. Charleston Boulevard

Las Vegas, Nevada 89146-1148

(702) 486-6000

Fax (702) 486-6248

Date: July 21, 2011
To: Robin Hager, Budget Analyst
From: Paul Ripple, Administrative Services Officer III
Subject: Retro memo for Solutions Recovery Contract

RECEIVED

AUG 05 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

SNAMHS recently discovered an error in the administration of its contracts. SNAMHS developed a contract with Solutions Recovery to provide residential services in the form of 18 "Dual Diagnosis" beds, effective November 1, 2009 and expiring October 31, 2013 if all 3 one year renewals were exercised. Amendment #1, approved by the BOE on June 8, 2010 increased the number of beds from 18 to 26. Included in Amendment #1 was supposed to have been the first one year renewal, but due to a clerical error, this contract extension was omitted. As a result of this oversight, SNAMHS' contract with Solutions Recovery expired on October 31, 2010, and was not renewed as intended per the original contract. SNAMHS is requesting a retroactive contract to November 1, 2010 to correct this oversight.

Paul Ripple

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: **12345**

| | |
|--|--|
| Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES | Legal Entity Name: STETSON ELECTRIC INC |
| Agency Code: 408 | Contractor Name: STETSON ELECTRIC INC |
| Appropriation Unit: 3161-07 | Address: 270 COMMERCE PARK CT |
| Is budget authority available?: Yes | City/State/Zip: NORTH LAS VEGAS, NV 89032 |
| If "No" please explain: Not Applicable | Contact/Phone: null702/387-5873 |
| | Vendor No.: PUR0003264 |
| | NV Business ID: NV19841008975 |

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 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **1 year and 303 days**

4. Type of contract: **Contract**

Contract description: **Elect. Maint. Serv.**

5. Purpose of contract:

This is a new contract to provide electrical system maintenance service to the various buildings on the campus of Southern Nevada Adult Mental Health Services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,998.00**

Other basis for payment: The cost is based on the hourly rate which includes Normal Business hours (8:00 AM to 5:00 PM M-F) service calls \$95.00/hr with a 1 hour response time, anticipated to be 160 hours per FY. After hours (5:01 PM to 7:59 AM) service calls \$190.00/hr with a 2 hour response time, Holiday service calls \$190.00/hr with a 2 hour response time, Emergency service calls \$190.00/hr with a 1 hour response time; anticipated to be 20 hours per FY. Parts and materials costs estimated to be \$5,999 per FY. Total amount for term of contract not to exceed \$49,998.

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to Joint Commission accreditation standards, facility maintenance is required and the campus needs continuous maintenance services available when a problem arises with the electrical systems both at the Rawson-Neal Psychiatric Hospital and the SNAMHS campus.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division does not currently have FTE staff available with the training, equipment or expertise to perform this work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor offered the best responsible rates for services to be performed. Vendor has also worked at SNAMHS in the past and has performed satisfactorily.

d. Last bid date: 05/09/2011 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?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 company was previously under contract with SNAMHS. The work was considered 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 | pripple | 07/05/2011 14:51:28 PM |
| Division Approval | mhefne1 | 07/28/2011 10:12:55 AM |
| Department Approval | mtorvine | 08/04/2011 14:51:01 PM |
| Contract Manager Approval | tpollar2 | 08/08/2011 07:39:56 AM |
| Budget Analyst Approval | rhage1 | 08/09/2011 11:48:14 AM |
| Team Lead Approval | jteska | 08/23/2011 15:29:14 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:29:17 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12175**Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES**Agency Code: **408**Appropriation Unit: **3162-08**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **MEDSchool Associates North**Contractor Name: **MEDSchool Associates North**Address: **1664 N. Virginia Street
M/S 1332**City/State/Zip: **Reno, NV 89557-1332**Contact/Phone: **null775-784-6003**

Vendor No.:

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.

| | | | | |
|-------------------------------------|---------------|-----------------|---------------|--------|
| <input checked="" type="checkbox"/> | General Funds | 100.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

This contract was to start on July 1, 2011; however, due to an unexpected amount of contract revisions and gathering of documentation at the Division business office, contract preparation and submission was regrettably delayed. This vendor will provide locum tenens psychiatric services to consumers at the agency, and as a result services were provided prior to approval of the contract to give continuity of care.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract which will provide locum tenens services to the Northern Nevada Adult Mental Health Services facility. This contract will serve to maintain community standards of care in treating mentally ill consumers during periods of staff shortages.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$869,840.00**

Other basis for payment: \$135.00 per clinical hour, up to 6,240 hours + Officer of the Day (OD) rate of \$100.00 per day (Friday night through Sunday) up to 1 weekend per month and Mon-Thursday holidays x up to 11 days in each SFY + OD rate for nighttime on call (Mon-Thursday non-holiday) up to 4 weeknights per month

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 professionals to deliver necessary mental health services. This contract will serve to maintain community standards of care in treating mentally ill consumers during periods of staff shortages.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Community Standards of care must be maintained during periods of staff psychiatrist shortages, planned or unexpected leave by staff or vacant positions.

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?

Pursuant to NRS 277.180, the Division is authorized to enter into interlocal contracts with governmental entities to provide services.

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:

2004 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

This is part of the UNR-USOM.

17. a. Is the legal entity active and in good standing with the Nevada 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 | 07/15/2011 11:57:35 AM |
| Division Approval | mhefne1 | 07/19/2011 15:36:33 PM |
| Department Approval | mtorvine | 07/27/2011 16:57:05 PM |
| Contract Manager Approval | cweil | 08/03/2011 14:23:31 PM |
| Budget Analyst Approval | rhage1 | 08/04/2011 14:58:37 PM |
| Team Lead Approval | jteska | 08/23/2011 15:53:01 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:53:06 PM |



NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES
480 Galletti Way
Sparks, Nevada 89431-5574
(775) 688-2031 • FAX (775) 688-2004

Memorandum

To: Robin Hager, Budget Analyst, Budget Division
Through: Elizabeth O'Brien, ASO III, NNAMHS
From: Claire Weil – Program Officer, NNAMHS
Date: August 3, 2011
Re: MSAN (MEDSchool Associates North – CETS#12175
Retroactive status for contract

Please consider this request for retroactive approval for the contract referenced above.

The contract was submitted on time with a July 1, 2011 start date; however, due an unexpected amount of contract corrections, gathering of documentation and volume of contracts to process at the Division business office, contract preparation and submission was delayed. Since this vendor provides necessary locum tenens services to the Northern Nevada Adult Mental Health Services facility and its' consumers, services have been provided prior to approval of the contract to ensure continuity of operation. We anticipate that in the future, with new procedures in place to ensure timely review and submission, the need for retroactive contracts will be eliminated.

Thank you for 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: **CONV5598** Amendment Number: **5**

Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Legal Entity Name: **Medical Doctor Associates & Affiliates Cross Country, Inc & Affil**

Agency Code: **408** Contractor Name: **Medical Doctor Associates & Affiliates Cross Country, Inc & Affil**

Appropriation Unit: **3648-08** Address: **145 Technology Parkway, NW**

Is budget authority available?: **Yes** City/State/Zip: **Norcross, GA 30092**

If "No" please explain: **Not Applicable** Contact/Phone: **Barbara Lachover 7707972146**

Vendor No.: **T80960656**

NV Business ID: **NV20081672330**

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 | 86.00 % | Fees | 0.00 % |
| <input checked="" type="checkbox"/> | Federal Funds | 9.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | <input checked="" type="checkbox"/> Other funding | 5.00 % Client Charges and Insurance Recovery |

Agency Reference #: **080089**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2008**Anticipated BOE meeting date **09/2011**Retroactive? **Yes**

If "Yes", please explain

This contract was to be effective as of May 1, 2011; however, due to timing issues involved with getting the previous amendment for the vendor into place and calculation for the costs involved with compensating the professional staff for hours worked delivering services, amendment submission was delayed. Since the vendor provides necessary clinical services at various rural locations throughout the state, services continued to be provided prior to approval to ensure continuity of care.

3. Previously Approved **12/31/2011**

Termination Date:

Contract term: **3 years and 141 days**4. Type of contract: **Contract**Contract description: **Professional Services**

5. Purpose of contract:

This is the fifth amendment to the original contract, which provides psychiatric and nursing services to Rural Services Community Mental Health Centers. This amendment increases hours per month for fiscal year 2011 and provides a net decrease in hours for fiscal year 2012; increases the hourly rate for practical nurse hours from \$74.50 to \$75 effective July 1, 2011; adds new language to the scope of work for the psychiatrist, registered nurse and advanced practical nurse; and increases the total amount of the contract by \$405,056 to \$1,490,256.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$230,000.00 |
| 2. Total amount of any previous contract amendments: | \$855,200.00 |
| 3. Amount of current contract amendment: | \$405,056.00 |
| 4. New maximum contract amount: | \$1,490,256.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 436.123 and NRS 433.344 Rural Services provide outpatient programs requiring the services of psychiatrists. When vacancies occur in the medical staff, contracted psychiatric services are required to ensure adequate coverage for consumers.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff psychiatrists typically perform these services, however when vacancies occur, coverage is required by Joint Commission until other psychiatrists are hired or return to work from vacations, leaves, etc.

9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 091020D
Approval Date: 02/24/2011

c. Why was this contractor chosen in preference to other?

This contractor is a qualified candidate who is willing to work in this area of rural Nevada under the terms we were able to offer.

d. Last bid date: 07/01/2008 Anticipated re-bid date: 11/01/2011

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:

Started on 12/07/04 to present with NAMHS, SNAMHS, and Rural Services and the contractor provided 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:
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

mhefne1

07/13/2011 17:24:25 PM

| | | |
|---------------------------|----------|------------------------|
| Division Approval | mhefne1 | 07/18/2011 15:35:56 PM |
| Department Approval | mtorvine | 07/27/2011 17:03:26 PM |
| Contract Manager Approval | cgoetz | 07/28/2011 16:03:08 PM |
| Budget Analyst Approval | rhage1 | 08/02/2011 13:17:32 PM |
| Team Lead Approval | jteska | 08/23/2011 15:45:31 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:45:34 PM |

**File Name: Solicitation waver 091020D.tif PDF Conversion Status is
Warning: File type not supported**

**File Name: Retro Memo.JPG PDF Conversion Status is Warning:
File type not supported**

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: **11432** Amendment Number: **1**

Agency Name: **ADJUTANT GENERAL & NATL GUARD** Legal Entity Name: **AMEC Earth & Environmental, Inc.**

Agency Code: **431** Contractor Name: **AMEC Earth & Environmental, Inc.**

Appropriation Unit: **3650-16** Address: **Attn: Brian R. Sovik
1405 West Auto Drive**

Is budget authority available?: **Yes** City/State/Zip: **Tempe, AZ 85284-1016**

If "No" please explain: **Not Applicable** Contact/Phone: **Brian R. Sovik 480-940-2320**

Vendor No.:

NV Business ID: **NV19941068472**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|------------------------|-----------------|---------------|--------|
| General Funds | 0.00 % | Fees | 0.00 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: **NVMD 21-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/09/2010**Anticipated BOE meeting date **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/30/2011**Contract term: **3 years and 113 days**4. Type of contract: **Contract**Contract description: **GIS Geoengineering**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional geoengineering services and related software support. This amendment extends the termination date from December 30, 2011 to December 30, 2013 and increases the maximum amount from \$44,877.00 to \$99,577.00 due to a continued need for GIS support, staff training augmentation, database support and on-site GIS support.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$44,877.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$54,700.00 |
| 4. New maximum contract amount: | \$99,577.00 |
| and/or the termination date of the original contract has changed to: | 12/30/2013 |

II. JUSTIFICATION

7. What conditions require that this work be done?

National Guard Bureau requires that an on-call geographic information system (GIS) Engineer be available to meet the GIS Standards and Requirements of Geospatial Data.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Agency personnel do not possess necessary skills and certifications to perform requisite GIS engineering.

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?

Per NAC 333.150, vendor has requisite skills and certifications to perform professional GIS engineering.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Office of the Military contracted with this vendor in FY10 and the services provided are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | criley | 08/05/2011 16:12:14 PM |
| Division Approval | criley | 08/05/2011 16:12:17 PM |
| Department Approval | jmcentee | 08/05/2011 16:35:09 PM |
| Contract Manager Approval | criley | 08/09/2011 13:41:28 PM |
| Budget Analyst Approval | jborrowm | 08/15/2011 11:43:34 AM |
| Team Lead Approval | jteska | 08/23/2011 15:49:44 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:49:51 PM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12521**

| | |
|---|--|
| Agency Name: ADJUTANT GENERAL & NATL GUARD | Legal Entity Name: BIGHORN INDUSTRIES, INC. DBA BIGHORN ENERGY SERVICES |
| Agency Code: 431 | Contractor Name: BIGHORN INDUSTRIES, INC. DBA BIGHORN ENERGY SERVICES |
| Appropriation Unit: 3650-10 | Address: 1885 S ARLINGTON AVE STE 105 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89509-3370 |
| If "No" please explain: Not Applicable | Contact/Phone: null775/745-9632 |
| | Vendor No.: T27027442 |
| | NV Business ID: NV20111100899 |

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 # 08-2011

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2011**

Contract term: **121 days**

4. Type of contract: **Contract**

Contract description: **Hybrid System**

5. Purpose of contract:

This is a new contract to build a solar/wind hybrid system at our Remote Storage Facility (RSF) in Carson City, NV. This will start off as a test site for an all hybrid or solar powered site and will become the model for all armories in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,115.00**

Payment for services will be made at the rate of \$56,115.00 per invoice

Other basis for payment: Progress payments can be made per invoice at the rate of project completion.

II. JUSTIFICATION

7. What conditions require that this work be done?

This project is an energy savings project.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the man power to do a project 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:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was chosen by the Evaluation Committee held on August 3, 2011.

d. Last bid date: 07/29/2011 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:

The Office of the Military has worked with this vendor in FY 11; work completed 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 | criley | 08/05/2011 16:32:08 PM |
| Division Approval | criley | 08/05/2011 16:32:11 PM |
| Department Approval | jmcentee | 08/05/2011 16:50:06 PM |
| Contract Manager Approval | criley | 08/05/2011 16:51:38 PM |
| Budget Analyst Approval | jborrowm | 08/15/2011 12:11:46 PM |
| Team Lead Approval | jteska | 08/23/2011 15:59:33 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:59:37 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12540**

| | |
|---|---|
| Agency Name: ADJUTANT GENERAL & NATL GUARD | Legal Entity Name: LUMOS & ASSOCIATES |
| Agency Code: 431 | Contractor Name: LUMOS & ASSOCIATES |
| Appropriation Unit: 3650-10 | Address: 9222 PROTOTYPE DRIVE |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89521 |
| If "No" please explain: Not Applicable | Contact/Phone: LARRY J. BIBEE, P.E. 775/827-6111 |
| | Vendor No.: T80912843 |
| | NV Business ID: NV19791006982 |

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 036-2011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/13/2011**

Contract term: **42 days**

4. Type of contract: **Contract**

Contract description: **Snow Removal design**

5. Purpose of contract:

This is a new contract to produce plans and specifications to reflect all needed modifications to support snow removal operations at existing Office of the Adjutant General (OTAG) and United States Property and Fiscal Office (USPFO) parking areas, study feasibility for power usage of electrical snow melt system and include if approved by Nevada National Guard (NVNG) project management section and examine soil composition at USPFO detention pond to determine lack of percolation and include fix in the design.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: as invoiced monthly, not to exceed \$15,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Provide additional survey, alternative comparisons, research and evaluation, design, and technical specifications for the snow melt system and below grade infiltration/detention designs.

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 design/evaluate and conduct survey.

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?

Vendor has requisite skills and certifications to perform the professional engineered design for the Snow Removal & Detention Pond.

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:

Has conducted and completed numerous contract services for the Office of the Military. Office of the Military has been completely satisfied with their performance.

13. Is the contractor currently involved in litigation with the State of Nevada?

No

If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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 | 08/10/2011 11:12:43 AM |
| Division Approval | criley | 08/10/2011 11:12:46 AM |
| Department Approval | criley | 08/10/2011 11:12:48 AM |
| Contract Manager Approval | criley | 08/10/2011 11:12:50 AM |
| Budget Analyst Approval | jborrowm | 08/15/2011 12:01:14 PM |
| Team Lead Approval | jteska | 08/23/2011 15:55:50 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:56:13 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: **12523**Agency Name: **ADJUTANT GENERAL & NATL
GUARD**Agency Code: **431**Appropriation Unit: **3650-14**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WORLD WIDE TECHNOLOGY INC**Contractor Name: **WORLD WIDE TECHNOLOGY INC**Address: **58 WELDON PKWY**City/State/Zip: **MARYLAND HEIGHTS, MO 63043**Contact/Phone: **Tim Hull 314/919-1400**Vendor No.: **PUR0003199**NV Business ID: **NV20111480699**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 #: **PA0-403**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/01/2012**Contract term: **335 days**4. Type of contract: **Contract**Contract description: **VoiceGateway Install**

5. Purpose of contract:

This is a new contract to install purchased equipment (PC 083 00000057224) to integrate Cisco Network Admission Control (NAC) to advance communication capabilities into the existing Network at the Nevada National Guard Office of the Military headquarters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Payment for services will be made at the rate of \$45,000.00 per null

Other basis for payment: as invoiced, not to exceed \$45,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

National Guard Bureau compliance and network security.

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? **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 #: 110807

Approval Date: 08/19/2011

c. Why was this contractor chosen in preference to other?

The equipment was purchased by requisition through State Purchasing and this is the installation portion of that purchase. This vendor is authorized by the manufacturer to install these components.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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 | 08/23/2011 07:19:43 AM |
| Division Approval | criley | 08/23/2011 07:19:45 AM |
| Department Approval | criley | 08/23/2011 07:19:47 AM |
| Contract Manager Approval | criley | 08/23/2011 07:19:50 AM |
| DoIT Approval | ismolya1 | 08/23/2011 09:37:51 AM |
| Budget Analyst Approval | jborrowm | 08/23/2011 11:00:54 AM |
| Team Lead Approval | jteska | 08/23/2011 14:52:33 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:53:05 PM |
| BOE Final Approval | Pending | |



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:
110807

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Office of the Military
Jennifer McEntee
Administrative Services Officer II
(775) 884-8458
jmcentee@govmail.state.nv.us

- b. Vendor contact information:

World Wide Technologies
Timothy Hull
Account Manager
(707) 490-2549
timothy.hull@wwt.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Office of the Military has received federal funding to increase communication capabilities within the organization. The commodity portions of the following enhancements were procured in State Fiscal Year 2011: Network Admission Control (NAC) Profiler installation and configuration to update and improve the security of the Nevada Army National Guard network, telephone system replacements, and Cisco and Fax systems updates. The remaining enhancements are on the agenda for the August 2011 meeting of the Interim Finance Committee. Included is a Unified Communications System (UCS) upgrade to house all voice over telephony systems, a bandwidth upgrade to effectively handle new applications and expand the oversaturated circuits currently in use, an IP Paging system that will allow mass notification during an emergency or other notification requirement, and a video conferencing system to facilitate meetings and reduce travel budgets across the organization. World Wide Technologies was selected as the vendor for the commodities and this request is for the professional services to complete the projects.

3. Describe the unique qualification required for the service or good to be purchased:

World Wide Technologies was selected on a competitive basis as one of the recognized WSCA contractors for the required products. This request is to have World Wide Technologies install the equipment, preserving the warranties associated with the equipment.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This service cannot be competitively bid as it is specifically to install the equipment procured through World Wide Technologies. Use of another vendor may void the warranty.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The equipment will be received and not used as anticipated if it cannot be installed correctly. Additionally, the Federal Fiscal Year 2011 funds must be obligated no later than September 30, 2011. If this waiver request is denied, we will lose the funding.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The Telecommunications section of the Nevada National Guard evaluated the products on the market for the communication capabilities needed. World Wide Technologies was selected as a recognized WSCA vendor to provide the products.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Amounts are reasonable when compared to the purchase price of the equipment and the time for installation.

8. What is the estimated value and length of the contract, amendment or request?

Total Dollar Amount \$121,009
Expected Length of Contract: Upon BOE approval until August 1, 2012.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Office of the Military hereby requests approval for World Wide Technologies
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>Jennifer McEntee</i> | 8/16/11 |
| Agency Representative Initiating Request | Date |
| X <i>Jennifer McEntee</i> | 8/16/11 |
| 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 N/A | |
| Reviewing Agency/Entity Signature | Date |

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

| | |
|-------------------------------------|-----------|
| X <i>Kim Lerondi for Greg Smith</i> | 8-19-2011 |
| 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: **12524**

| | |
|---|---|
| Agency Name: ADJUTANT GENERAL & NATL GUARD | Legal Entity Name: WORLD WIDE TECHNOLOGY INC |
| Agency Code: 431 | Contractor Name: WORLD WIDE TECHNOLOGY INC |
| Appropriation Unit: 3650-14 | Address: 58 WELDON PKWY |
| Is budget authority available?: Yes | City/State/Zip: MARYLAND HEIGHTS, MO 63043 |
| If "No" please explain: Not Applicable | Contact/Phone: TIM HULL 314/919-1400 |
| | Vendor No.: PUR0003199 |
| | NV Business ID: NV20111480699 |

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 #: **PA0-627**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/01/2012**

Contract term: **335 days**

4. Type of contract: **Contract**

Contract description: **Telepresence Project**

5. Purpose of contract:

This is a new contract to install purchased equipment (PC 083 00000057240), Cisco Telepresence video teleconference system to advance communication capabilities into the existing Network and reduce travel budgets at the Nevada National Guard Office of the Military headquarters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,450.00**

Payment for services will be made at the rate of \$10,450.00 per null

Other basis for payment: as invoiced, not to exceed \$10,450.00

II. JUSTIFICATION

7. What conditions require that this work be done?

National Guard Bureau compliance and the upgraded video teleconference (VTC) equipment will provide a more near real experience with VTC to better facilitate meetings and to reduce travel budgets.

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? **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 #: 110807

Approval Date: 08/19/2011

c. Why was this contractor chosen in preference to other?

The equipment was purchased by requisition through State Purchasing and this is the installation portion of that purchase. This vendor is authorized by the manufacturer to install these components.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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 | 08/23/2011 07:20:12 AM |
| Division Approval | criley | 08/23/2011 07:20:14 AM |
| Department Approval | criley | 08/23/2011 07:20:16 AM |
| Contract Manager Approval | criley | 08/23/2011 07:20:18 AM |
| DoIT Approval | lsmolya1 | 08/23/2011 09:38:12 AM |
| Budget Analyst Approval | jborrowm | 08/23/2011 12:09:05 PM |
| Team Lead Approval | jteska | 08/23/2011 15:07:41 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:07:44 PM |
| BOE Final Approval | Pending | |



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:

110807

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Office of the Military
Jennifer McEntee
Administrative Services Officer II
(775) 884-8458
jmcentee@govmail.state.nv.us

- b. Vendor contact information:

World Wide Technologies
Timothy Hull
Account Manager
(707) 490-2549
timothy.hull@wwt.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Office of the Military has received federal funding to increase communication capabilities within the organization. The commodity portions of the following enhancements were procured in State Fiscal Year 2011: Network Admission Control (NAC) Profiler installation and configuration to update and improve the security of the Nevada Army National Guard network, telephone system replacements, and Cisco and Fax systems updates. The remaining enhancements are on the agenda for the August 2011 meeting of the Interim Finance Committee. Included is a Unified Communications System (UCS) upgrade to house all voice over telephony systems, a bandwidth upgrade to effectively handle new applications and expand the oversaturated circuits currently in use, an IP Paging system that will allow mass notification during an emergency or other notification requirement, and a video conferencing system to facilitate meetings and reduce travel budgets across the organization. World Wide Technologies was selected as the vendor for the commodities and this request is for the professional services to complete the projects.

3. Describe the unique qualification required for the service or good to be purchased:

World Wide Technologies was selected on a competitive basis as one of the recognized WSCA contractors for the required products. This request is to have World Wide Technologies install the equipment, preserving the warranties associated with the equipment.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This service cannot be competitively bid as it is specifically to install the equipment procured through World Wide Technologies. Use of another vendor may void the warranty.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The equipment will be received and not used as anticipated if it cannot be installed correctly. Additionally, the Federal Fiscal Year 2011 funds must be obligated no later than September 30, 2011. If this waiver request is denied, we will lose the funding.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The Telecommunications section of the Nevada National Guard evaluated the products on the market for the communication capabilities needed. World Wide Technologies was selected as a recognized WSCA vendor to provide the products.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Amounts are reasonable when compared to the purchase price of the equipment and the time for installation.

8. What is the estimated value and length of the contract, amendment or request?

Total Dollar Amount \$121,009
Expected Length of Contract: Upon BOE approval until August 1, 2012.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Office of the Military hereby requests approval for World Wide Technologies
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>Jennifer McEntee</i> | 8/16/11 |
| Agency Representative Initiating Request | Date |
| X <i>Jennifer McEntee</i> | 8/16/11 |
| 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 N/A | |
| Reviewing Agency/Entity Signature | Date |

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

| | |
|-------------------------------------|-----------|
| X <i>Kim Lerondi for Greg Smith</i> | 8-19-2011 |
| 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: **12527**

| | |
|---|---|
| Agency Name: ADJUTANT GENERAL & NATL GUARD | Legal Entity Name: WORLD WIDE TECHNOLOGY INC |
| Agency Code: 431 | Contractor Name: WORLD WIDE TECHNOLOGY INC |
| Appropriation Unit: 3650-14 | Address: 58 WELDON PKWY |
| Is budget authority available?: Yes | City/State/Zip: MARYLAND HEIGHTS, MO 63043 |
| If "No" please explain: Not Applicable | Contact/Phone: TIM HULL 314/919-1400 |
| | Vendor No.: PUR0003199 |
| | NV Business ID: NV20111480699 |

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 #: **PA0-626**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/01/2012**

Contract term: **335 days**

4. Type of contract: **Contract**

Contract description: **Telepresence JFHQ**

5. Purpose of contract:

This is a new contract to install purchased equipment (PC 083 0000005721A3) to install Cisco Telepresence Manager (CT) to advance communication capabilities into the existing Network at the Nevada National Guard Joint Force Headquarters (JFHQ).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,800.00**

Other basis for payment: as invoiced, not to exceed \$25,800.00

II. JUSTIFICATION

7. What conditions require that this work be done?

National Guard Bureau compliance and network security.

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? **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 #: 110807

Approval Date: 08/19/2011

c. Why was this contractor chosen in preference to other?

The equipment was purchased by requisition through State Purchasing and this is the installation portion of that purchase. This vendor is authorized by the manufacturer to install these components.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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 | 08/23/2011 07:22:54 AM |
| Division Approval | criley | 08/23/2011 07:22:56 AM |
| Department Approval | criley | 08/23/2011 07:22:58 AM |
| Contract Manager Approval | criley | 08/23/2011 07:23:01 AM |
| DoIT Approval | ismolya1 | 08/23/2011 09:39:41 AM |
| Budget Analyst Approval | jborrowm | 08/23/2011 13:36:18 PM |
| Team Lead Approval | jteska | 08/23/2011 15:20:12 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:20:27 PM |
| BOE Final Approval | Pending | |



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:
110807

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Office of the Military
Jennifer McEntee
Administrative Services Officer II
(775) 884-8458
jmcentee@govmail.state.nv.us

- b. Vendor contact information:

World Wide Technologies
Timothy Hull
Account Manager
(707) 490-2549
timothy.hull@wwt.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Office of the Military has received federal funding to increase communication capabilities within the organization. The commodity portions of the following enhancements were procured in State Fiscal Year 2011: Network Admission Control (NAC) Profiler installation and configuration to update and improve the security of the Nevada Army National Guard network, telephone system replacements, and Cisco and Fax systems updates. The remaining enhancements are on the agenda for the August 2011 meeting of the Interim Finance Committee. Included is a Unified Communications System (UCS) upgrade to house all voice over telephony systems, a bandwidth upgrade to effectively handle new applications and expand the oversaturated circuits currently in use, an IP Paging system that will allow mass notification during an emergency or other notification requirement, and a video conferencing system to facilitate meetings and reduce travel budgets across the organization. World Wide Technologies was selected as the vendor for the commodities and this request is for the professional services to complete the projects.

3. Describe the unique qualification required for the service or good to be purchased:

World Wide Technologies was selected on a competitive basis as one of the recognized WSCA contractors for the required products. This request is to have World Wide Technologies install the equipment, preserving the warranties associated with the equipment.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This service cannot be competitively bid as it is specifically to install the equipment procured through World Wide Technologies. Use of another vendor may void the warranty.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The equipment will be received and not used as anticipated if it cannot be installed correctly. Additionally, the Federal Fiscal Year 2011 funds must be obligated no later than September 30, 2011. If this waiver request is denied, we will lose the funding.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The Telecommunications section of the Nevada National Guard evaluated the products on the market for the communication capabilities needed. World Wide Technologies was selected as a recognized WSCA vendor to provide the products.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Amounts are reasonable when compared to the purchase price of the equipment and the time for installation.

8. What is the estimated value and length of the contract, amendment or request?

Total Dollar Amount \$121,009
Expected Length of Contract: Upon BOE approval until August 1, 2012.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Office of the Military hereby requests approval for World Wide Technologies
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>Jennifer McEntee</i> | 8/16/11 |
| Agency Representative Initiating Request | Date |
| X <i>Jennifer McEntee</i> | 8/16/11 |
| 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 N/A | |
| Reviewing Agency/Entity Signature | Date |

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

| | |
|-------------------------------------|-----------|
| X <i>Kim Lerondi for Greg Smith</i> | 8-19-2011 |
| 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: **12528**

| | |
|---|---|
| Agency Name: ADJUTANT GENERAL & NATL GUARD | Legal Entity Name: WORLD WIDE TECHNOLOGY INC |
| Agency Code: 431 | Contractor Name: WORLD WIDE TECHNOLOGY INC |
| Appropriation Unit: 3650-14 | Address: 58 WELDON PKWY |
| Is budget authority available?: Yes | City/State/Zip: MARYLAND HEIGHTS, MO 63043 |
| If "No" please explain: Not Applicable | Contact/Phone: TIM HULL 314/919-1400 |
| | Vendor No.: PUR0003199 |
| | NV Business ID: NV20111480699 |

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 #: **PA0-624**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/01/2012**

Contract term: **335 days**

4. Type of contract: **Contract**

Contract description: **IP Paging System**

5. Purpose of contract:

This is a new contract to upgrade Cisco Unified Communications Systems (UCS) to include call control, voice mail, and emergency responder for the Nevada Army National Guard Office of the Military.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,470.00**

Other basis for payment: as invoiced, not to exceed \$14,470.00

II. JUSTIFICATION

7. What conditions require that this work be done?

National Guard Bureau compliance and network security.

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? **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 #: 110807

Approval Date: 08/19/2011

c. Why was this contractor chosen in preference to other?

The equipment was purchased by requisition through State Purchasing and this is the installation portion of that purchase. This vendor is authorized by the manufacturer to install these components.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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 | 08/23/2011 07:23:29 AM |
| Division Approval | criley | 08/23/2011 07:23:31 AM |
| Department Approval | criley | 08/23/2011 07:23:33 AM |
| Contract Manager Approval | criley | 08/23/2011 07:23:35 AM |
| DoIT Approval | ismolya1 | 08/23/2011 09:40:03 AM |
| Budget Analyst Approval | jborrowm | 08/23/2011 13:37:42 PM |
| Team Lead Approval | jteska | 08/23/2011 15:23:53 PM |
| BOE Agenda Approval | jteska | 08/23/2011 15:23:57 PM |
| BOE Final Approval | Pending | |



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:

110807

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

Office of the Military
Jennifer McEntee
Administrative Services Officer II
(775) 884-8458
jmcentee@govmail.state.nv.us

- b. Vendor contact information:

World Wide Technologies
Timothy Hull
Account Manager
(707) 490-2549
timothy.hull@wwt.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:

The Office of the Military has received federal funding to increase communication capabilities within the organization. The commodity portions of the following enhancements were procured in State Fiscal Year 2011: Network Admission Control (NAC) Profiler installation and configuration to update and improve the security of the Nevada Army National Guard network, telephone system replacements, and Cisco and Fax systems updates. The remaining enhancements are on the agenda for the August 2011 meeting of the Interim Finance Committee. Included is a Unified Communications System (UCS) upgrade to house all voice over telephony systems, a bandwidth upgrade to effectively handle new applications and expand the oversaturated circuits currently in use, an IP Paging system that will allow mass notification during an emergency or other notification requirement, and a video conferencing system to facilitate meetings and reduce travel budgets across the organization. World Wide Technologies was selected as the vendor for the commodities and this request is for the professional services to complete the projects.

3. Describe the unique qualification required for the service or good to be purchased:

World Wide Technologies was selected on a competitive basis as one of the recognized WSCA contractors for the required products. This request is to have World Wide Technologies install the equipment, preserving the warranties associated with the equipment.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This service cannot be competitively bid as it is specifically to install the equipment procured through World Wide Technologies. Use of another vendor may void the warranty.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

The equipment will be received and not used as anticipated if it cannot be installed correctly. Additionally, the Federal Fiscal Year 2011 funds must be obligated no later than September 30, 2011. If this waiver request is denied, we will lose the funding.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The Telecommunications section of the Nevada National Guard evaluated the products on the market for the communication capabilities needed. World Wide Technologies was selected as a recognized WSCA vendor to provide the products.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

Amounts are reasonable when compared to the purchase price of the equipment and the time for installation.

8. What is the estimated value and length of the contract, amendment or request?

Total Dollar Amount \$121,009
Expected Length of Contract: Upon BOE approval until August 1, 2012.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Office of the Military hereby requests approval for World Wide Technologies
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>Jennifer McEntee</i> | 8/16/11 |
| Agency Representative Initiating Request | Date |
| X <i>Jennifer McEntee</i> | 8/16/11 |
| 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 N/A | |
| Reviewing Agency/Entity Signature | Date |

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

| | |
|-------------------------------------|-----------|
| X <i>Kim Lerondi for Greg Smith</i> | 8-19-2011 |
| 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: **12519**

| | |
|---|---|
| Agency Name: DEPARTMENT OF CORRECTIONS | Legal Entity Name: Hometown Health Providers Insurance Company, Inc. |
| Agency Code: 440 | Contractor Name: Hometown Health Providers Insurance Company, Inc. |
| Appropriation Unit: 3706-50 | Address: 830 Harvard Way |
| Is budget authority available?: Yes | City/State/Zip: Reno, NV 89502 |
| If "No" please explain: Not Applicable | Contact/Phone: Ty Windfeldt 775.982.3108 |
| | Vendor No.: T29003541 |
| | NV Business ID: NV19811015672 |

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? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **PPO Services - North**

5. Purpose of contract:

This is a new contract to provide access to discounted health care services through a Preferred Provider Organization (PPO) network and provide the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Northern Nevada correctional facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$310,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Corrections (NDOC) oversees the delivery of legally required medical care to incarcerated inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

To the extent possible, the required medical care is delivered within the correctional system by NDOC Medical staff. Non-correctional medical care providers and facilities provide in-patient hospitalization and specialty treatment that cannot be provided by NDOC medical staff. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The evaluation committee scored them highest based on predetermined criteria and weights. They were awarded the portion of the contract that covers Northern Nevada.

d. Last bid date: 03/15/2011 Anticipated re-bid date: 03/15/2015

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:

FY07 - FY12; NDOC. Services were provided by Viant, which included the Beech Street Network, and was acquired by MultiPlan in 2010. Services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Non-profit Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. Not Applicable

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | bfarris | 08/10/2011 11:28:39 AM |
| Division Approval | bfarris | 08/10/2011 11:28:43 AM |
| Department Approval | dreed | 08/10/2011 14:48:16 PM |
| Contract Manager Approval | cphenix | 08/10/2011 14:50:23 PM |
| Budget Analyst Approval | sbrown | 08/16/2011 08:53:37 AM |
| Team Lead Approval | cwatson | 08/16/2011 10:35:25 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 10:35:30 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12520**

| | |
|--|---|
| Agency Name: DEPARTMENT OF CORRECTIONS | Legal Entity Name: MultiPlan, Inc |
| Agency Code: 440 | Contractor Name: MultiPlan, Inc |
| Appropriation Unit: 3706-50 | Address: 535 East Diehl Road |
| Is budget authority available?: Yes | City/State/Zip: Naperville, IL 60563 |
| If "No" please explain: Not Applicable | Contact/Phone: Alexis Igras 630.649.5137 |
| | Vendor No.: |
| | NV Business ID: NV20111242113 |
| 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? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2015**

Contract term: **3 years and 273 days**

4. Type of contract: **Contract**

Contract description: **PPO Services - South**

5. Purpose of contract:

This is a new contract to provide access to discounted health care services through a Preferred Provider Organization (PPO) network and provide the department with attendant pricing benefits and customer service. These health care services will be for inmates located in Southern Nevada correctional facilities.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$710,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Corrections (NDOC) oversees the delivery of legally required medical care to incarcerated inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

To the extent possible, the required medical care is delivered within the correctional system by NDOC Medical staff. Non-correctional medical care providers and facilities provide in-patient hospitalization and specialty treatment that cannot be provided by NDOC medical staff. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The evaluation committee scored them highest based on predetermined criteria and weights. They were awarded the portion of the contract that covers Southern Nevada.

d. Last bid date: 03/15/2011 Anticipated re-bid date: 03/15/2015

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:

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | bfarris | 08/10/2011 11:18:21 AM |
| Division Approval | bfarris | 08/10/2011 11:18:27 AM |
| Department Approval | dreed | 08/10/2011 13:55:42 PM |
| Contract Manager Approval | cphenix | 08/10/2011 14:30:59 PM |
| Budget Analyst Approval | sbrown | 08/16/2011 08:47:45 AM |
| Team Lead Approval | cwatson | 08/16/2011 10:33:30 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 10:33:36 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: **12376**

| | |
|--|---|
| Agency Name: DEPARTMENT OF CORRECTIONS | Legal Entity Name: Water Well Services, Inc. |
| Agency Code: 440 | Contractor Name: Water Well Services, Inc. |
| Appropriation Unit: 3738-07 | Address: 6475 W. Gary Ave. |
| Is budget authority available?: Yes | City/State/Zip: Las Vegas, NV 89139 |
| If "No" please explain: Not Applicable | Contact/Phone: null702.361.3340 |
| | Vendor No.: |
| | NV Business ID: NV20011370270 |
| 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 **06/15/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

One of the four pumps and corresponding wells used to supply water to three correctional facilities is out of service and is being repaired. In the interim, another well pump has since failed placing all of the system needs onto the remaining two pumps. If either of these pumps should fail, water to all of these facilities would have to be immediately curtailed, and would have a dramatic effect on the health and safety of the inmates and staff.

3. Termination Date: **12/31/2011**

Contract term: **199 days**

4. Type of contract: **Contract**

Contract description: **Emergency Repair**

5. Purpose of contract:

This is a new contract to repair one of the four pumps and corresponding wells that are used on a continual basis to supply water to High Desert State Prison, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,060.70**

Other basis for payment: Upon completion and submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This repair 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 to do the required repairs. 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?

Water Well Services, Inc. was the only qualified vendor in the vicinity who could effectively respond to and complete these repairs.

d. Last bid date: 06/09/2011 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 | dbec2 | 07/05/2011 10:34:05 AM |
| Division Approval | bfarris | 07/07/2011 16:03:37 PM |
| Department Approval | dreed | 07/15/2011 13:36:39 PM |
| Contract Manager Approval | cphenix | 08/04/2011 10:58:02 AM |
| Budget Analyst Approval | sbrown | 08/16/2011 10:30:23 AM |
| Team Lead Approval | cwatson | 08/16/2011 10:37:01 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 10:37:06 AM |
| BOE Final Approval | Pending | |

Christine Phenix - Re: Emergency at SDCC

From: Greg Smith <gmsmith@purchasing.state.nv.us>
To: Deb Reed <dereed@doc.nv.gov>
Date: 6/15/2011 4:55 PM
Subject: Re: Emergency at SDCC
CC: Katrina Nielsen <nielsen@budget.state.nv.us>, Susan Brown <SusanBrown@bu...>

Please consider this e-mail as my acknowledgement of the situation as outlined below and authorization to proceed.

If this office can be of further assistance, please contact me directly.

Greg
Sent from my iPhone

On Jun 15, 2011, at 4:38 PM, "Deb Reed" <dereed@doc.nv.gov> wrote:

Hi Greg,

It is obviously the end of the fiscal year..... Which means we have another emergency. We are running out of "year."
(Thank goodness!)

The Nevada Department of Corrections is declaring an emergency per NRS 353.263 for High Desert State Prison (HDSP), Southern Desert Correctional Center (SDCC) and Three Lakes Valley Correctional Center (TLVCC). Funding will be from the budget of SDCC upon completion of a budgetary transfer of authority from Correctional Programs, Personnel Expenses, to SDCC, Maintenance Expenses. We are estimating the costs for repairs to be approximately \$37,500.

One of the four pumps and corresponding wells which is used on a continual basis to supply water to High Desert State Prison, Southern Desert Correctional Center, and Three Lakes Valley Conservation Camp has broken. Although each of these pumps (and wells) are used as a regular source for water, there is some redundancy built into this system which would allow for one of the pumps to be out of service temporarily and not materially affect the overall system and associated operations. However, one of these pumps has already been out of service and is currently being repaired by NORESCO, but a definite return to service date is not yet available. In the interim, another well pump (referenced herein) has since failed a few days ago, placing all of the system needs onto the remaining two pumps, and compelling nearly continuous operations of these pumps, which neither were designed to provide. These pumps have now become a critical and essential component of this system which is completely dependent on their continued availability. If either of these pumps should fail, water to all of these facilities would have to be immediately curtailed, and would have a dramatic effect on the health and safety of the inmates and staff.

Your assistance with this is greatly appreciated.

Thank you,

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: **12378**

| | |
|--|---|
| Agency Name: DEPARTMENT OF CORRECTIONS | Legal Entity Name: Gardner Engineering, Inc. |
| Agency Code: 440 | Contractor Name: Gardner Engineering, Inc. |
| Appropriation Unit: 3759-07 | Address: 270 East Parr Blvd. |
| Is budget authority available?: Yes | City/State/Zip: Reno, NV 89512 |
| If "No" please explain: Not Applicable | Contact/Phone: Danny Robinson 775.329.4133 |
| | Vendor No.: T2700470 |
| | NV Business ID: NV19751005065 |
| 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 **06/09/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

LCC repaired a pipe failure on Phase II in April, 2011. Measurement of the pressure in the system showed another leak existed. Over 100 feet of piping was exposed with several leaks pinpointed in both the supply and return piping. The latest measurement on the leak is at 1.5 gallons per minute. LCC is replacing over 2,100 gallons of water per day. The only operating boiler is under stress to bring the extra water up to the appropriate temperature, jeopardizing recent repairs to both boilers.

3. Termination Date: **12/31/2011**

Contract term: **205 days**

4. Type of contract: **Contract**

Contract description: **Emergency Repair**

5. Purpose of contract:

This is a new contract to repair a leak in the hot water loop at Lovelock Correctional Center (LCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$52,508.00**

Other basis for payment: Upon completion of service and submission of invoice.

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?

Gardner Engineering, Inc. was the lowest bidder for replacing the piping and they were the only contractor willing to replace the asphalt and concrete.

d. Last bid date: 06/01/2011 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:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | ssergent | 06/28/2011 08:53:30 AM |
| Division Approval | bfarris | 07/07/2011 16:00:34 PM |
| Department Approval | dreed | 07/15/2011 14:01:06 PM |
| Contract Manager Approval | cphenix | 08/04/2011 07:28:28 AM |
| Budget Analyst Approval | sbrown | 08/15/2011 15:05:45 PM |
| Team Lead Approval | cwatson | 08/16/2011 09:08:22 AM |
| BOE Agenda Approval | cwatson | 08/16/2011 09:08:27 AM |
| BOE Final Approval | Pending | |

Christine Phenix - RE: Lovelock Correctional Center Emergency AGAIN

From: Greg Smith <gmsmith@purchasing.state.nv.us>
To: 'Deb Reed' <dereed@doc.nv.gov>
Date: 6/9/2011 9:27 AM
Subject: RE: Lovelock Correctional Center Emergency AGAIN
CC: "Carla L. Watson" <clwatson@budget.state.nv.us>, Susan Brown <SusanBrown...

Please allow this e-mail to serve as my acknowledgement and authorization to proceed per the situation as outlined below.

If this office can assist in anyway, please let me know.

Regards,

Greg Smith | Administrator CPO

State of Nevada | Dept of Administration

Purchasing Division

515 E. Musser St. #300 Carson City, Nevada 89701

T: (775) 684-0170 | F: (775) 684-0188 | W: <http://purchasing.state.nv.us>

This communication, including any attachments, may contain confidential information and is intended only for the individual or entity to which it is addressed. Any review, dissemination or copying of this communication by anyone other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and delete all copies of the original message.

From: Deb Reed [mailto:dereed@doc.nv.gov]
Sent: Thursday, June 09, 2011 9:24 AM
To: Greg Smith
Cc: Carla L. Watson; Susan Brown; Betty Farris; Christine Phenix; Dawn Rosenberg; Jeff Mohlenkamp; Katy Phillips; Shanda Sergeant
Subject: Lovelock Correctional Center Emergency AGAIN
Importance: High

Hi Greg,

NOPE, it is not Friday but it is close to the end of the FISCAL YEAR. So, here we go again.

The Nevada Department of Corrections is declaring an emergency per NRS 353.263 for the Lovelock Correctional Center (LCC)> Funding will be from B/A 3759, LCC, via a work program transferring funds from Inmate Drives and Utilities. We estimate the cost to be approximately \$56,000.

LCC has a contract with Gardner Engineering to repair a leak in the hot water loop.

The hot loop system conducts heated water throughout the facility. It provides heat for the housing units and hot water for showers, cleaning, etc...

LCC repaired a pipe failure on Phase II in April, 2011. Measurement of the pressure in the system showed another leak somewhere in the system. Maintenance did a systematic shut down and pressure measurement, finding a probable leak in Phase I in front of Housing Unit 1. Over 100 feet of piping was exposed with several leaks pinpointed in both the supply and return piping. The majority of the leaks are at pipe connections with all appearances being the initial installation was improperly completed.

The latest measurement on the leak is at 1.5 gallons per minute. This means LCC is replacing over 2,100 gallons of water per day. One boiler is operating at this time. It under went \$30,000 worth of repairs in March. The second boiler is currently under going \$43,500 worth of repairs. The only operating boiler is under stress to bring the extra water up to the appropriate temperature. The extra load jeopardizes the repairs to both boilers.

LCC has not been able to add the appropriate chemicals to protect the system since the boiler went down in January. Chemicals won't be added until the leak is repaired as they would simply flush away into the ground.

With the continuing leaks and increasingly costly repairs to the boilers, I am requesting the contract with Gardner Engineering be declared an emergency. We are incurring greater costs for water and boiler fuel, risk more repairs to the boilers themselves, and the piping is obviously corroding more each day.

Thanks for your help,

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: **12463**

Agency Name: **DEPARTMENT OF AGRICULTURE**
 Agency Code: **550**
 Appropriation Unit: **4545-22**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **CLEAN HARBORS ENVIRONMENTAL**
 Contractor Name: **CLEAN HARBORS ENVIRONMENTAL SERVICES INC**
 Address: **42 LONGWATER DR**
 City/State/Zip: **NORWELL, MA 02061**
 Contact/Phone: null781/792-5000
 Vendor No.: T27000924
 NV Business ID: NV20021375471

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 % PESTICIDE REGISTRATION |
| Federal Funds | 0.00 % | | Bonds | 0.00 % |
| Highway Funds | 0.00 % | | Other funding | 0.00 % |

Agency Reference #: RFP # 2006

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide services to collect unwanted pesticides and pesticide waste from all pesticide users which includes industrial users, as well as homeowners. The contracted vendor will collect the waste pesticides from the designated sites; package the waste pesticides in final form for removal from the designated sites and dispose of the waste pesticides in accordance with local, state and federal hazardous waste disposal requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$180,000.00**

Other basis for payment: Per individual invoice based upon \$0.96 per pound for waste chemicals and \$21.80 per pound for dioxin precursors. This is not an all inclusive price and additional charges will be paid per the contract fee schedule.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 586.270 Allows the Division to collect a fee for the disposal of pesticides.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Department employees are not properly equipped or trained to perform this work. Also, it would not be cost effective. No other state agencies provide these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The contractor has the experience in collection and removal of waste pesticides and was the highest scoring vendor selected by the evaluation committee.

d. Last bid date: 05/25/2011 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?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NEVADA DEPARTMENT OF TRANSPORTATION - AUGUST 2009 THROUGH AUGUST 2012
NEVADA ARMY NATIONAL GUARD - JUNE 2008 THROUGH PRESENT
NEVADA AIR NATIONAL GUARD - MARCH 2008 THROUGH PRESENT
NEVADA DEPARTMENT OF AGRICULTURE - JULY 2007 THROUGH PRESENT

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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 | mwhitney | 08/02/2011 10:47:19 AM |
| Division Approval | mwhitney | 08/02/2011 10:47:25 AM |
| Department Approval | jmccuin | 08/02/2011 11:20:51 AM |
| Contract Manager Approval | mwhitney | 08/02/2011 11:40:46 AM |
| Budget Analyst Approval | kkolbe | 08/02/2011 15:30:45 PM |
| Team Lead Approval | jmurph1 | 08/18/2011 15:54:05 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 15:54:09 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12552**Agency Name: **GAMING CONTROL BOARD**Agency Code: **610**Appropriation Unit: **4063-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **McGladrey & Pullen, LLP**Contractor Name: **McGladrey & Pullen, LLP**Address: **300 S 4th St**City/State/Zip: **Las Vegas, NV 89101-6014**Contact/Phone: **null7027594100**

Vendor No.:

NV Business ID: **NV19951000055**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 % GCB Investigative Fund (applicant paid) |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2015**Contract term: **3 years and 353 days**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide professional accounting services, data analysis, computer forensics, consulting, translation services, and general background research for licensing investigations of entities with business relationships in various foreign jurisdictions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$5,000,000.00**

Other basis for payment: \$100.00-\$690.00 per hour, depending on level of service, and subject to currency rate adjustment, if applicable, plus allowable expenses, upon receipt of state-approved invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

The Gaming Control Board must conduct thorough investigations of foreign-based entities that apply to participate in ownership of gaming in the state of Nevada. Difficulties interpreting foreign accounting policies and languages mandate the use of outside contractors to perform this work.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The work requires specialized knowledge of foreign accounting practices and languages - assets difficult to establish and maintain in state agencies.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | jkingsla | 08/10/2011 14:28:04 PM |
| Division Approval | jkingsla | 08/10/2011 14:28:11 PM |
| Department Approval | jkingsla | 08/10/2011 14:28:14 PM |
| Contract Manager Approval | jkingsla | 08/10/2011 14:28:17 PM |
| Budget Analyst Approval | jteska | 08/23/2011 13:56:51 PM |
| Team Lead Approval | jteska | 08/23/2011 13:56:59 PM |
| BOE Agenda Approval | jteska | 08/23/2011 13:57:02 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: **12551**

| | |
|--|---|
| Agency Name: GAMING CONTROL BOARD | Legal Entity Name: Vision Internet Providers, Inc. |
| Agency Code: 611 | Contractor Name: Vision Internet Providers, Inc. |
| Appropriation Unit: 4061-04 | Address: 2530 Wilshire BLVD, 2nd FL |
| Is budget authority available?: Yes | City/State/Zip: Santa Monica, CA 90403 |
| If "No" please explain: Not Applicable | Contact/Phone: null888-263-8847 |
| | Vendor No.: |
| | NV Business ID: EXEMPT |
| 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.

| | | | |
|------------------------|-----------------|---------------|--------|
| 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 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2012**

Contract term: **303 days**

4. Type of contract: **Contract**

Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide website design services to completely overhaul the Gaming Control Board website.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,990.00**

Payment for services will be made at the rate of \$4,395.00 per null

Other basis for payment: per installment (for a total of 5) in accordance with the payment schedule at Attachment DD.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board seeks to create a dynamic website that is designed and organized in a manner that allows industry and the public the ability to easily find and access information, is easy to update and modify, and is able to incorporate additional components in the future, such as interactive document library, and online application submissions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This project requires specific web design development skill sets. Staff does not have the necessary graphical user interface design skills.

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?

Demonstration of capabilities, functionality, and price.

d. Last bid date: 05/23/2011 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:

Nevada Secretary of State; services 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **According to guidance by the NV Secretary of State, the Contractor is not required to have a state business license as it does not satisfy the requirements of NRS 76.100.**

15. a. Is 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.

According to guidance by the NV Secretary of State, the Contractor is not required to have a state business license as it does not satisfy the requirements of NRS 76.100.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

According to guidance by the NV Secretary of State, the Contractor is not required to have a state business license as it does not satisfy the requirements of NRS 76.100.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | jkingsla | 08/10/2011 16:19:52 PM |
| Division Approval | jkingsla | 08/10/2011 16:19:54 PM |
| Department Approval | jkingsla | 08/10/2011 16:19:56 PM |
| Contract Manager Approval | jkingsla | 08/10/2011 16:19:59 PM |
| Budget Analyst Approval | jteska | 08/23/2011 14:01:57 PM |
| Team Lead Approval | jteska | 08/23/2011 14:02:01 PM |
| BOE Agenda Approval | jteska | 08/23/2011 14:02:05 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12553**

| | |
|---|--|
| Agency Name: GAMING CONTROL BOARD | Legal Entity Name: Kurashima and Associates |
| Agency Code: 611 | Contractor Name: Kurashima and Associates |
| Appropriation Unit: 4063-10 | Address: 700 S Flower St., Suite 2450 |
| Is budget authority available?: Yes | City/State/Zip: Los Angeles, CA 90017-4298 |
| If "No" please explain: Not Applicable | Contact/Phone: null213-629-0253 |
| | Vendor No.: |
| | NV Business ID: Exempt |
| 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 % GCB Investigative Funds (applicant paid) |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Specialty Services**

5. Purpose of contract:

This is a new contract to provide professional and accounting services related to Gaming Control Board applicant investigations. THE STATE BUSINESS LICENSE REQUIREMENT FOR THIS VENDOR IS PENDING LEGAL GUIDANCE FROM SOS.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: \$75.00-\$285.00 per hour, depending upon level of service, plus state-approved expenses, upon receipt of state-approved invoices

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 463 requires the Gaming Control Board to perform extensive investigations of entities seeking to conduct gaming or participate in ownership of gaming in the State of Nevada. Vendor assists with investigations in Asia.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Projected work requires specialized knowledge in foreign accounting practices and expertise in the Japanese language.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicableb. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Vendor is currently under contract with the Gaming Control Board. Services are satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

BUSINESS LICENSE REQUIREMENT PENDING LEGAL GUIDANCE FROM SOS.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | jkingla | 08/10/2011 14:29:49 PM |
| Division Approval | jkingla | 08/10/2011 14:29:52 PM |
| Department Approval | jkingla | 08/10/2011 14:29:54 PM |
| Contract Manager Approval | jkingla | 08/10/2011 14:29:58 PM |
| Budget Analyst Approval | jteska | 08/23/2011 13:45:56 PM |
| Team Lead Approval | jteska | 08/23/2011 13:46:07 PM |
| BOE Agenda Approval | jteska | 08/23/2011 13:46:15 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5974** Amendment Number: **2**
 Agency Name: **DPS-HIGHWAY PATROL** Legal Entity Name: **L-3 COMMUNICATIONS/MOBILE VISI**
 Agency Code: **651** Contractor Name: **L-3 COMMUNICATIONS/MOBILE VISI**
 Appropriation Unit: **4713-16** Address: **ON, INC**
 Is budget authority available?: **Yes** City/State/Zip: **90 FANNY ROAD**
 If "No" please explain: **Not Applicable** Contact/Phone: **BOONTON, NJ 07005**
 Vendor No.: **null9732557543**
 NV Business ID: **PUR0004469**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|------------------------|----------------|------------------------|---------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| X Highway Funds | 94.00 % | X Other funding | 6.00 % forfeitures |

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/09/2008**
 Anticipated BOE meeting date **09/2011**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **3 years and 203 days**

4. Type of contract: **Contract**
 Contract description: **Communications and Media Related Services**

5. Purpose of contract:
This is the second amendment to the original contract which provides the Highway Patrol Division with in-car video cameras and related accessories. This amendment increases the maximum amount from \$2,500,000 to \$3,260,000 to allow for the purchase of cameras for installation in replacement vehicles.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$2,500,000.00 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$760,000.00 |
| 4. New maximum contract amount: | \$3,260,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?
It is necessary for the Highway Patrol to be able to record incidents including traffic stops, accidents, and officer/violator triggered actions. Footage from the cameras also provide assistance in adjudication of cases.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
State employees or agencies can not provide this type of equipment and maintenance.

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?

RFP selection - highest scoring vendor

d. Last bid date: 05/01/2007 Anticipated re-bid date: 05/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor has provided services for DPS since 2008. The 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:
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 | dgortar1 | 08/03/2011 16:27:17 PM |
| Division Approval | pbowers | 08/05/2011 10:40:59 AM |
| Department Approval | mteska | 08/08/2011 14:30:04 PM |
| Contract Manager Approval | jbauer | 08/08/2011 15:03:34 PM |
| Budget Analyst Approval | jstrandb | 08/09/2011 15:26:43 PM |
| Team Lead Approval | jmurph1 | 08/22/2011 09:35:28 AM |
| BOE Agenda Approval | jmurph1 | 08/22/2011 09:35:33 AM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12197**Agency Name: **DPS-HIGHWAY PATROL**Agency Code: **651**Appropriation Unit: **4721-46**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**Address: **UNR CONTROLLERS OFFICE
MAIL STOP 0124**City/State/Zip: **RENO, NV 89557-0025**

Contact/Phone: null775/784-4062

Vendor No.: D35000816

NV Business ID: Exempt

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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: 20110503MCSAP

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/31/2014**Contract term: **3 years**4. Type of contract: **Interlocal Agreement**Contract description: **Research Study**

5. Purpose of contract:

This is a new interlocal agreement with the Board of Regents of the Nevada System of Higher Education, University of Nevada, Reno, Office of Sponsored Projects, to provide long term data collection and analysis of passenger behavior around large trucks in support of the Badge on Board enforcement and media events.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,900.00**

Payment for services will be made at the rate of \$33,300.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal grant guidelines require projects like the Badge on Board program to have an evaluation of the effectiveness of the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Highway Patrol Division does not have a data collection and analysis section; therefore, the division is contracting with another State agency for the necessary services.

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

interlocal contract

d. Last bid date: 01/01/2011 Anticipated re-bid date: 01/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The University conducted a research study for the Highway Patrol Division from June 8, 2010 until September 30, 2010. Work was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | dgortar1 | 05/03/2011 18:24:25 PM |
| Division Approval | pbowers | 07/19/2011 11:42:13 AM |
| Department Approval | mteska | 07/19/2011 13:15:33 PM |
| Contract Manager Approval | jbauer | 07/20/2011 17:57:37 PM |
| Budget Analyst Approval | jstrandb | 07/26/2011 12:26:18 PM |
| Team Lead Approval | jmurph1 | 08/01/2011 14:15:42 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 14:15:45 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12142**

| | |
|--|---|
| Agency Name: DPS-RECORDS & TECHNOLOGY | Legal Entity Name: NORBERG, SCOTT W DBA NORSOFT CONSULTING |
| Agency Code: 655 | Contractor Name: NORBERG, SCOTT W DBA NORSOFT CONSULTING |
| Appropriation Unit: 4709-16 | Address: 8452 133RD STREET CT |
| Is budget authority available?: Yes | City/State/Zip: APPLE VALLEY, MN 55124 |
| If "No" please explain: Not Applicable | Contact/Phone: null952/997-3888 |
| | Vendor No.: PUR0000536 |
| | NV Business ID: NV20101479648 |

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 % NARIP NICS Act Record Improvement Program |

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: **06/30/2013**

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Technology Contract**

5. Purpose of contract:

This is a new contract to provide for changes and improvements to the Brady background check system in the JusticeLink and Temporary Protection Orders (TPO) software of the Department of Public Safety, Records and Technology Division.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$183,000.00**

Other basis for payment: Upon invoice and acceptance of changes not to exceed \$183,000.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

Specific changes and updates are necessary in the JusticeLink database. The contractor must make these changes because the software is proprietary.

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 any employees with the ability to complete the required work.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 110308

Approval Date: 03/24/2011

c. Why was this contractor chosen in preference to other?

This is proprietary software and the State of Nevada cannot access the software to make the required changes.

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:

This vendor was under contract from 2001 through 2010 with the Records and Technology Division. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | lyoun7 | 06/17/2011 11:28:25 AM |
| Division Approval | jdibasil | 06/30/2011 09:24:57 AM |
| Department Approval | mteska | 06/30/2011 15:05:59 PM |
| Contract Manager Approval | jbauer | 07/06/2011 17:05:32 PM |
| DoIT Approval | ismolya1 | 07/11/2011 10:35:48 AM |
| Budget Analyst Approval | jstrandb | 07/26/2011 12:26:37 PM |
| Team Lead Approval | jmurph1 | 08/01/2011 14:13:36 PM |
| BOE Agenda Approval | jmurph1 | 08/01/2011 14:13:41 PM |
| BOE Final Approval | Pending | |



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:
110308

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:

**Department of Public Safety, Records and Technology Division, Records Bureau
333 W. Nye Lane
Carson City, NV 89706**

Contact: Richard Gilbert, Mgmt. Analyst, 775-684-6259

- b. Vendor contact information:

**Norsoft Consulting
8452 – 133rd St. Ct.
Apple Valley, MN 55124**

- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/good to be purchased:
The current Brady Background Check system was implemented by Norsoft Consulting on the original JusticeLink system at NVDPS in 2004. Changes will be made to the JusticeLink to improve the display of the Brady responses, including controllable screen splits, the retention of hyper-link status to improve the operator usability, the timer capability will be utilized to handle the 24 hour retention of records and the SQCW query will be added to the initial Brady query. Additionally, current TPO's (Temporary Protection Order) in the Base Person database are only available to JusticeLink users in Nevada. A TPO Upload Process will identify records in the database that need to be uploaded, upload the record to the federal database and then add the returned NIC to the TPO database.

3. Describe the unique qualification required for the service or good to be purchased:
The current software utilized for these programs is a proprietary system that only Norsoft can access and make changes to the programs.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
No other provider can access the software system and make changes to the programs. The State of Nevada does not have the expertise to complete these program changes.

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 these program changes are not completed, the State of Nevada will not be able to provide the necessary information to our customers.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
No market research was conducted due to the proprietary nature of the software.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
This is the only contractor able to make the requested changes to the software.
8. What is the estimated value and length of the contract, amendment or request?

The term of this contract will be until October 1, 2011 and the value of the contract is \$183,000.00.

a. New contract Y N

b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

**Department of Public Safety,
Records and Technology Division,
Records Bureau**

hereby requests approval for **Norsoft Consulting**

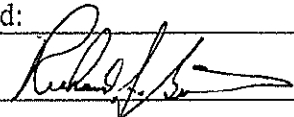
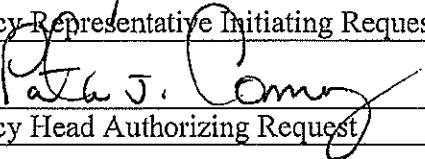
Requesting agency

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 |  | 3/10/2011 |
| | Agency Representative Initiating Request | Date |
| X |  | 3-11-2011 |
| | Agency Head Authorizing Request | Date |

In an effort to avoid possible conflict with any equipment, system or process already installed or in place by the State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

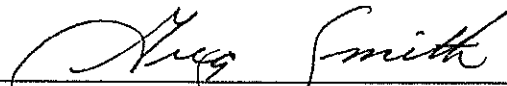
Signed:

| | | |
|---|-----------------------------------|------|
| X | N/A | |
| | Reviewing Agency/Entity Signature | Date |

Please consider this memo as my approval of your request. This exemption is granted pursuant to NAC 333.150(2)(a)(b) and NRS 333.400. This exemption may be rescinded in the event reliable information becomes available upon which the Purchasing Administrator determines that the service or good sought may in fact be contracted for in a more effective manner. Pursuant to NRS 284.173(6), contracts for services do not become effective without the prior approval of the State Board of Examiners (BOE).

If you have any questions or concerns please contact the Purchasing Division at 775-684-0170.

Approving Authority:

| | |
|---|---------|
| X  | 3.24.11 |
| 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: **12508**

Agency Name: **WILDLIFE**
 Agency Code: **702**
 Appropriation Unit: **4464-14**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Geoffrey Marquis Pope**
 Contractor Name: **Black Mountain Air Service**
 Address: **Attn: Geoffrey Pope**
37 Ocean View Road
 City/State/Zip: **Bishop, Ca 93514**
 Contact/Phone: **null760-937-1300**
 Vendor No.:
 NV Business ID: **NV20111423290**

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 | 25.00 % Upland Game Stamps and License Fees |
| X Federal Funds | 70.00 % | | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X | Other funding | 5.00 % Heritage |

Agency Reference #: 12-07

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2014**

Contract term: **2 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Flight and Telemetry**

5. Purpose of contract:

This is a new contract to provide fixed wing aircraft services for monitoring wildlife movements through radio telemetry, conducting fixed-wing wildlife surveys and transporting Nevada Department of Wildlife (NDOW) personnel in the course of project work. NDOW uses aircraft and aerial services to monitor and survey big game animals, predators and other wildlife species including waterfowl and sage grouse. Surveys, telemetry, mapping and occasional transportation support NDOW's role in wildlife conservation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: As invoiced.

II. JUSTIFICATION

7. What conditions require that this work be done?

In its conservation work, NDOW uses aircraft and aerial services to monitor and survey big game animals (including mule deer), predators and other wildlife species including waterfowl and sage grouse. Black Mountain Air Service has real-time dedicated survey GPS equipment to log wildlife survey data points and can provide NDOW with highly accurate information regarding species location immediately upon completion of each survey. Some of the flights by Black Mountain allow NDOW to use the radio telemetry collars worn by various species of wildlife. Black Mountain can conduct surveys without using a NDOW staff biologist, which helps minimize hazards to NDOW employees and liabilities to the State and promotes efficient use of staff time.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

At present, NDOW has only one fixed wing aircraft available to service the needs of biologists throughout the State of Nevada. The need to monitor movements and populations of wildlife species by aircraft dictates that NDOW not rely solely on its lone fixed wing aircraft and two pilots. Also, using the radio telemetry equipment is a learned skill in which Black Mountain has a great deal of experience and NDOW does not.

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?

Only two vendors submitted proposals. Both had the necessary experience and equipment. NDOW awarded contracts to both and will divide the work primarily based on geographic proximity.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

California Fish and Game - performance was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

DBA appearing on Pope's Nevada State Business License certificate.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | mkrumena | 07/29/2011 08:56:54 AM |
| Division Approval | mkrumena | 07/29/2011 08:57:00 AM |
| Department Approval | mkrumena | 07/29/2011 08:57:03 AM |
| Contract Manager Approval | mkrumena | 07/29/2011 08:57:06 AM |
| Budget Analyst Approval | kkolbe | 08/19/2011 07:45:54 AM |

Team Lead Approval
BOE Agenda Approval
BOE Final Approval

jmurph1
jmurph1
Pending

08/19/2011 14:56:45 PM
08/19/2011 14:56:49 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: **12443**

| | |
|--|---|
| Agency Name: DIVISION OF WATER RESOURCES | Legal Entity Name: U.S. Geological Survey |
| Agency Code: 705 | Contractor Name: U.S. Geological Survey |
| Appropriation Unit: 4171-15 | Address: 2730 Deer Run Road |
| Is budget authority available?: Yes | City/State/Zip: Carson City, NV 89701 |
| If "No" please explain: Not Applicable | Contact/Phone: Linda McCord-Kolsky 775-887-7600 |
| | Vendor No.: T80838030 |
| | 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 | 50.00 % | Fees | 0.00 % |
| <input checked="" type="checkbox"/> Federal Funds | 50.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

| |
|---|
| The contract was signed by the U.S. Geological Survey and not received in this office until July 5th, 2011. Additionally, we could not process the contract until the FY 12 and 13 Executive Budget was finalized. |
|---|

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Cooperative Agreement**Contract description: **SF JFA**

5. Purpose of contract:

| |
|---|
| This is a new cooperative agreement to provide a monitoring program for the South Fork of the Humboldt River consisting of two streamflow gages and data collection platforms. |
|---|

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$86,400.00**

Payment for services will be made at the rate of \$5,400.00 per quarter

Other basis for payment: \$43,200 State/ \$43,200 USGS

II. JUSTIFICATION

7. What conditions require that this work be done?

| |
|--|
| The State Engineer requires the information provided by this program to fulfill the responsibility of protecting existing downstream water rights. |
|--|

8. Explain why State employees in your agency or other State agencies are not able to do this work:

| |
|--|
| The U.S. Geological Survey has the scientists, equipment and expertise to provide the products and services. |
|--|

9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

| |
|----------------|
| Not Applicable |
|----------------|

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

The U.S. Geological Survey has the necessary equipment in place and experience in delivering the desired product, and the State Engineer is authorized to enter into agreements with the U.S. Geological Survey under NRS 532.170.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Division has executed many agreements with the U.S. Geological Survey that have resulted in products widely used by governmental agencies and the public. The results have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | bkordono | 07/18/2011 09:29:59 AM |
| Division Approval | bkordono | 07/18/2011 09:30:02 AM |
| Department Approval | bkordono | 07/18/2011 09:30:05 AM |
| Contract Manager Approval | bkordono | 07/27/2011 14:48:38 PM |
| Budget Analyst Approval | jrodrig9 | 07/28/2011 13:40:18 PM |
| Team Lead Approval | cwatson | 08/09/2011 09:37:07 AM |
| BOE Agenda Approval | cwatson | 08/09/2011 09:37:12 AM |
| BOE Final Approval | Pending | |



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
DIVISION OF WATER RESOURCES**

901 South Stewart Street, Suite 2002


Carson City, Nevada 89701-5250

(775) 684-2800 • Fax (775) 684-2811

<http://water.nv.gov>

INTEROFFICE MEMORANDUM

TO: JIM RODRIGUEZ, BUDGET ANALYST
BRYAN STOCKTON, DEPUTY ATTORNEY GENERAL
AUDREY BROOKS-SCOTT, DCNR FISCAL

FROM: MATT DILLON, NDWR 

THROUGH: JASON KING, P.E., STATE ENGINEER

SUBJECT: JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR THE
SOUTH FORK MONITORING PROGRAM

DATE: July 7, 2011

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the South Fork Humboldt River Monitoring Program for fiscal years 2012-2013. The contract start date for the JFA is July 1, 2007. The Division apologizes for the delay in the submitting of the forms. The contract documents from the U.S. Geological Survey could not be prepared until the State of Nevada budget for the South Fork Monitoring Program had been finalized. The contract documents were received in our office July 5, 2011.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me at 684-2856.

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: **12531**

Agency Name: **FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4195-60**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **AMEC Earth & Environmental**

Contractor Name: **AMEC Earth & Environmental**

Address: **780 Vista Boulevard
Suite 100**

City/State/Zip: **Sparks, NV 89434**

Contact/Phone: **Ian Hanou 775-331-2375**

Vendor No.: **T80984076**

NV Business ID: **NV19941068472**

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 #: **NDF12-002**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/30/2012**

Contract term: **1 year and 121 days**

4. Type of contract: **Contract**

Contract description: **Urban tree assessmen**

5. Purpose of contract:

This is a new contract to conduct an assessment of the Urban Tree Canopy (UTC) in the Truckee Meadows.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$130,144.43**

Payment for services will be made at the rate of \$0.00 per N/A

Other basis for payment: Payment in installments payable within 30-45 days upon receipt of invoice and the agency's approval.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract will provide an assessment of the health of trees in the Truckee Meadows, which was identified as a priority in the Nevada Division of Forestry's (NDF) state assessment and strategies. The NDF has received an American Recovery and Reinvestment Act Of 2009 (ARRA) grant to fund this project.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Forestry does not have the staff with the necessary expertise to complete the assessment.

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 chosen based on the criteria scoring during the evaluation process.

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 | ssisco | 08/09/2011 06:55:56 AM |
| Division Approval | ssisco | 08/09/2011 06:56:00 AM |
| Department Approval | ssisco | 08/09/2011 06:56:03 AM |
| Contract Manager Approval | ldunn | 08/10/2011 09:31:28 AM |
| Budget Analyst Approval | cglover | 08/11/2011 08:46:17 AM |
| Team Lead Approval | jteska | 08/23/2011 12:43:45 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:43:51 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12511**Agency Name: **FORESTRY DIVISION**Agency Code: **706**Appropriation Unit: **4196-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PAC WEST HELICOPTERS, INC.**Contractor Name: **PAC WEST HELICOPTERS, INC.**Address: **16607 CLEAR CREEK ROAD**City/State/Zip: **REDDING, CA 96001**

Contact/Phone: null530-241-2402

Vendor No.: PUR0003838

NV Business ID: NV20111359312

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.

| | | | |
|------------------------|-----------------|---------------|--------|
| 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 #: **NDF12-001**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/30/2015**Contract term: **3 years and 364 days**4. Type of contract: **Contract**Contract description: **Helicopter Repair**

5. Purpose of contract:

This is a new contract to provide repair service, except engine repairs, to the Nevada Division of Forestry's fleet of helicopters.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

Payment for services will be made at the rate of \$75.00 per standard hour

Other basis for payment: overtime/holiday rate-\$112.50/hr; discount of \$10/hour for projects over 100 hours in duration

II. JUSTIFICATION

7. What conditions require that this work be done?

Helicopters are an integral part of fire fighting. The Nevada Division of Forestry must keep the Division's helicopters in top condition at all times. Additionally, the Federal Aviation Administration (FAA) requires that all aircraft be under a maintenance program to insure airworthiness. An overhaul schedule has been established to repair or replace major components prior to failure. The vendor shall work in conjunction with Nevada Division of Forestry to insure the overhaul schedule is maintained for all Nevada Division of Forestry helicopters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Forestry Air Operations personnel do not have the necessary skill and tools to perform helicopter repairs of this particular nature.

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 vendor was chosen based on evaluation scoring.

d. Last bid date: 05/17/2011 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?

Yes If "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 Division of Forestry, September 2007- September 2010. 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 | ssisco | 08/03/2011 06:32:56 AM |
| Division Approval | ssisco | 08/03/2011 06:33:01 AM |
| Department Approval | ssisco | 08/03/2011 06:33:03 AM |
| Contract Manager Approval | ldunn | 08/08/2011 13:19:10 PM |
| Budget Analyst Approval | cglover | 08/09/2011 09:38:20 AM |
| Team Lead Approval | jteska | 08/23/2011 12:25:47 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:25:51 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: **12532**

Agency Name: **FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4227-00**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Sierra Fire Protection District**

Contractor Name: **Sierra Fire Protection District**

Address: **PO Box 11130**

City/State/Zip: **Reno, NV 89520-0027**

Contact/Phone: **null775-328-3605**

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 % County Funds |

Agency Reference #: **NDF12-003**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date: **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 304 days**

4. Type of contract: **Revenue Contract**

Contract description: **Revenue Contract**

5. Purpose of contract:

This is a new revenue contract for mutual aid, fuels management, and wildland fire prevention

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Payment for services will be made at the rate of \$50,000.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue contract to provide a main labor force to protect the safety and to preserve the lives and property of the people of this state from wildland fires.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Division of Forestry has the qualified personnel specialized in protecting life, property and natural resources.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

[Empty box]

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | ssisco | 08/09/2011 07:22:45 AM |
| Division Approval | ssisco | 08/09/2011 07:22:48 AM |
| Department Approval | ssisco | 08/09/2011 07:22:51 AM |
| Contract Manager Approval | ldunn | 08/09/2011 10:31:24 AM |
| Budget Analyst Approval | cglover | 08/09/2011 14:23:31 PM |
| Team Lead Approval | jteska | 08/23/2011 12:31:22 PM |
| BOE Agenda Approval | jteska | 08/23/2011 12:31:27 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **12512**

| | | | |
|---------------------------------|----------------------------|--------------------|--|
| Agency Name: | ATHLETIC COMMISSION | Legal Entity Name: | TIMOTHY J. TRAINOR, MD YEE ADVANCED ORTHOPEDICS & SPORTS MEDICINE |
| Agency Code: | 749 | Contractor Name: | TIMOTHY J. TRAINOR, MD YEE ADVANCED ORTHOPEDICS & SPORTS MEDICINE |
| Appropriation Unit: | 3952-04 | Address: | YEE ADVANCED ORTHOPEDICS & 8420 W WARM SPRINGS RD STE 100 |
| Is budget authority available?: | Yes | City/State/Zip: | LAS VEGAS, NV 89113 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null808-232-1345 |
| | | Vendor No.: | T27018898 |
| | | NV Business ID: | NV20051281372 |

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.

| | | | | |
|-------------------------------------|---------------|-----------------|---------------|--------|
| <input checked="" type="checkbox"/> | General Funds | 100.00 % | Fees | 0.00 % |
| | Federal Funds | 0.00 % | Bonds | 0.00 % |
| | Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: RFQ #1921

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/20/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **3 years and 284 days**4. Type of contract: **Contract**Contract description: **Speciality**

5. Purpose of contract:

This is a new contract to provide medical advice and conduct research on medical matters associated with the sports of professional unarmed combat and representation during all meetings and hearings to safeguard the health and safety of the contestants.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$283,751.00**

Payment for services will be made at the rate of \$6,250.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 467.030, NRS 467.100, NAC 467.017, NAC 467.022, NAC 467.027 and NAC 467.045. The Nevada Athletic Commission is responsible for reviewing medical records, both pre-fights and post-fights for its licensed unarmed combatants. Some of the medical records come from other states and other countries. The Commission is responsible for developing and implementing medical, health and safety standards for all contests and exhibitions of unarmed combats in Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

No Commission staff or other State agencies employees are qualified.
The physician must have experience in medical records, review, consultation and treatment coordination with other physicians and offer advice to the Athletic Commission on any medical issue that may arise for the health and safety of the professional unarmed combatants.

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?

Dr. Trainor's medical background and experience fits the needs of the Athletic Commission to safeguard the health and safety of the professional unarmed combatants.
Dr. Trainor has worked for the Nevada Athletic Commission since November 13, 2007 and his performance is satisfactory.

d. Last bid date: 06/27/2011 Anticipated re-bid date: 03/28/2015

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:

Dr. Timothy Trainor has worked for the Nevada State Athletic Commission since November 13, 2007 as a Consulting Research Physician. Satisfactory performance is reflected in the scope of work

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Dr. Timothy Trainor is one of the partners of Yee Advanced Orthopedics & Sports Medicine, P.C.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|-------------------------|---------|------------------------|
| Budget Account Approval | oaure | 08/02/2011 08:55:51 AM |
| Division Approval | oaure | 08/02/2011 08:55:58 AM |
| Department Approval | jfarle1 | 08/04/2011 13:53:28 PM |

| | | |
|---------------------------|---------|------------------------|
| Contract Manager Approval | oaure | 08/04/2011 13:56:23 PM |
| Budget Analyst Approval | kkolbe | 08/08/2011 08:19:37 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 15:49:43 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 15:49:47 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12542**

Agency Name: **DEPT OF MOTOR VEHICLES**
 Agency Code: **810**
 Appropriation Unit: **4715-26**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **ADVANCED POWER PROTECTION**
 Contractor Name: **ADVANCED POWER PROTECTION INDUSTRIES INC**
 Address: **25395 COPPER LEAF CT**
 City/State/Zip: **MURRIETA, CA 92563**
 Contact/Phone: **David Feivelson 866/975-2774**
 Vendor No.: **T29024555**
 NV Business ID: **NV20061744755**

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 % |
| X Highway Funds | 100.00 % | Other funding | 0.00 % |

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/12/2012**

Contract term: **1 year and 12 days**

4. Type of contract: **Contract**

Contract description: **Back-up Power Maint**

5. Purpose of contract:

This is a new contract to provide maintenance and emergency service to back-up power systems for the department.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$21,509.00**

Payment for services will be made at the rate of \$20,485.00 per Upon Invoice

Other basis for payment: Additional \$1,024.00 for unanticipated repairs.

II. JUSTIFICATION

7. What conditions require that this work be done?

Systems must be maintained to provide back-up power to computer equipment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available in the area to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **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?

Emerson Network Power was originally awarded contract, but we were unable to come to a mutual agreement during negotiations. Advanced Power Protection was our second choice.

d. Last bid date: 06/01/2011 Anticipated re-bid date: 07/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Previously under contract with DMV. Service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | csthil | 08/10/2011 14:18:37 PM |
| Division Approval | csthil | 08/10/2011 14:18:41 PM |
| Department Approval | dcook | 08/10/2011 14:29:36 PM |
| Contract Manager Approval | hazevedo | 08/10/2011 15:33:22 PM |
| Budget Analyst Approval | cwatson | 08/11/2011 11:29:03 AM |
| Team Lead Approval | cwatson | 08/11/2011 11:29:09 AM |
| BOE Agenda Approval | cwatson | 08/11/2011 11:29:14 AM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12469**

| | |
|--|---|
| Agency Name: REHABILITATION DIVISION | Legal Entity Name: BRIGGS ELECTRIC INC |
| Agency Code: 901 | Contractor Name: BRIGGS ELECTRIC INC |
| Appropriation Unit: 3253-10 | Address: 5111 CONVAIR DR |
| Is budget authority available?: Yes | City/State/Zip: CARSON CITY, NV 89706 |
| If "No" please explain: Not Applicable | Contact/Phone: Greg Dye 775/887-9901 |
| | Vendor No.: T81091747A |
| | NV Business ID: NV19961075756 |
| 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 % Business Enterprise Set Aside |

Agency Reference #: **1666-13-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide regular and emergency electrical installations, repairs and maintenance services for all needed projects for the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada facilities located in Washoe County and Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Contractor will provide the services specified in paragraph five at a cost of \$75/hr. Monday-Friday, 7:00 a.m.-5:00 p.m. and \$112.50/hr. for overtime, emergency repairs, weekends, holidays or non-standard work hours. Payment to be made upon approval of submitted invoice. Contract total not to exceed \$25,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has on-going needs for electrical services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of the city, county and state.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees are not trained or licensed to perform these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

From the five vendors solicited, this company was one of three that responded and contracts are being awarded to all three vendors to form a pool of vendors.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/10/2013

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:

This contractor has been under various agreements with Public Works and performance 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 | tmyler | 07/18/2011 16:54:19 PM |
| Division Approval | mcol1 | 07/25/2011 16:15:16 PM |
| Department Approval | tnash | 08/04/2011 16:06:12 PM |
| Contract Manager Approval | bfor1 | 08/05/2011 10:38:14 AM |
| Budget Analyst Approval | knielsen | 08/11/2011 08:54:24 AM |
| Team Lead Approval | cwatson | 08/11/2011 14:09:21 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 14:09:25 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: **CONV5816** Amendment Number: **25**

Agency Name: **REHABILITATION DIVISION** Legal Entity Name: **Fleet & Industrial Supply Ctr**

Agency Code: **901** Contractor Name: **Fleet & Industrial Supply Ctr**

Appropriation Unit: **3253-00** Address: **800 Seal Beach Blvd, Bld 239**

Is budget authority available?: **Yes** City/State/Zip: **Seal Beach, CA 90740**

If "No" please explain: **Not Applicable** Contact/Phone: **Cecilia Clouse 5626267365**

Vendor No.: **INT000000**

NV Business ID: **Government Entity**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|---|----------------------------------|
| 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 % Revenue Contract |

Agency Reference #: 1300-09-BEN

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 09/2011

Retroactive? **Yes**

If "Yes", please explain

This amendment was the result of the Navy request on August 2, 2011, to extend serving hours for breakfast, lunch and dinner by 30 minutes for each meal, adds SubCLINs 0005AR, 0005AS and 0005AT and increases the maximum amount of the contract by \$18,584.73. Amendments to this revenue contract are effective upon endorsement by the Navy contracting officer. Therefore, submission of contract amendments for approval by the Board of Examiners will continuously necessitate retroactive amendments.

3. Previously Approved Termination Date: **09/30/2011**Contract term: **2 years and 364 days**4. Type of contract: **Revenue Contract**Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:

This is the twenty-fifth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment is to extend serving hours for breakfast, lunch, and dinner by 30 additional minutes for each meal, Monday through Friday only, and affects three different periods of performance for three Carrier Air Groups. This modification also adds SubContract Line Item Numbers 0005AR, 0005AS and 0005AT for each of the three periods of performance, obligates funding, and increases the maximum amount from \$2,543,317.06 to \$2,561,901.79 for the term of the contract due to the increased minutes for each meal.

6. CONTRACT AMENDMENT

| | |
|--|----------------|
| 1. The maximum amount of the original contract: | \$836,400.00 |
| 2. Total amount of any previous contract amendments: | \$1,706,917.06 |
| 3. Amount of current contract amendment: | \$18,584.73 |
| 4. New maximum contract amount: | \$2,561,901.79 |

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 426.640 and the Randolph Sheppard Act gives priority rights for the operations of vending services in public locations to operators licensed through Business Enterprises of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Per NRS 426.715, agency staff or other State employees cannot legally provide concession services on a commission basis.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Revenue Contract per NRS 277.080 through 277.180.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

The Department of Employment, Training and Rehabilitation, Rehabilitation Division, Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada has been providing food services to the Fleet and Industrial Supply Center at the Fallon Naval Air Station since October 2002.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 08/09/2011 13:54:57 PM |
| Division Approval | tnash | 08/10/2011 10:32:48 AM |
| Department Approval | tnash | 08/10/2011 10:32:51 AM |
| Contract Manager Approval | bfor1 | 08/10/2011 11:26:42 AM |
| Budget Analyst Approval | knielsen | 08/15/2011 16:30:54 PM |
| Team Lead Approval | cwatson | 08/16/2011 09:20:01 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: **12467**

| | |
|---|---|
| Agency Name: REHABILITATION DIVISION | Legal Entity Name: PAULS PLUMBING HTG & AC INC |
| Agency Code: 901 | Contractor Name: PAULS PLUMBING HTG & AC INC |
| Appropriation Unit: 3253-10 | Address: 4855 JOULE ST STE B-5 |
| Is budget authority available?: Yes | City/State/Zip: RENO, NV 89502 |
| If "No" please explain: Not Applicable | Contact/Phone: RIC MARTINEZ 775/857-2857 |
| | Vendor No.: T80997322 |
| | NV Business ID: NV19951059260 |
| 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 % Business Enterprises Set Aside |

Agency Reference #: **1665-13-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **2 years and 30 days**

4. Type of contract: **Contract**

Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide plumbing services at various Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada (BEN) program sites. Services will include regular and emergency plumbing, installation, repairs and maintenance services for all needed projects for the BEN facilities located in the Washoe County and Carson City areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Contractor will provide the services specified in paragraph five at a cost of \$75/hr. Monday-Friday, 8:00 a.m.-5:00 p.m and \$117/hr. for overtime, emergency repairs, weekends, holidays or non-standard work hours. Payment to be made upon approval of submitted invoice. Contract total not to exceed \$25,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has on-going needs for plumbing services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of the city, county and state.

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 licensed to perform these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

From the five vendors solicited, this company was one of two that responded and contracts are being awarded to both vendors to form a pool of vendors.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/10/2013

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:

Paul's Plumbing is currently under contract with the department's Employment Security Division and has been performing satisfactorily since May, 2009.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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 | 07/18/2011 16:53:24 PM |
| Division Approval | mmason | 08/01/2011 16:10:21 PM |
| Department Approval | tnash | 08/04/2011 16:05:01 PM |
| Contract Manager Approval | bfor1 | 08/05/2011 14:17:32 PM |
| Budget Analyst Approval | knielsen | 08/10/2011 13:31:09 PM |
| Team Lead Approval | cwatson | 08/11/2011 13:41:57 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 13:42:02 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: **12490**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ROBERT D LORD, INC. DBA MR ELECTRIC OF RENO**Contractor Name: **ROBERT D LORD, INC. DBA MR ELECTRIC OF RENO**Address: **1961 PACIFIC AVE**City/State/Zip: **SPARKS, NV 89431**Contact/Phone: **BOB LORD 775/355-7300**Vendor No.: **T81102140**NV Business ID: **NV19881025811**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 % Business Enterprises Set Aside |

Agency Reference #: **1667-13-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Electrical Services**

5. Purpose of contract:

This is a new contract to provide regular and emergency electrical installations, repairs and maintenance services for all needed projects for the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada facilities located in Washoe County and Carson City.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Contractor will provide the services specified in paragraph five (5) at a cost of \$75.00/hr. Monday through Friday, 7:00 a.m. to 6:00 p.m and \$112.50/hr. for overtime, emergency repairs, weekends, holidays or non-standard work hours. Payment to be made upon approval of submitted invoice. Contract total not to exceed \$25,000.00 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has on-going needs for electrical services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of the city, county and state.

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 licensed 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?

From the five vendors solicited, this company was one of three that responded and contracts are being awarded to all three vendors to form a pool of vendors.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/10/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tmyler | 07/28/2011 15:07:52 PM |
| Division Approval | mcol1 | 08/05/2011 14:15:36 PM |
| Department Approval | tnash | 08/09/2011 13:25:26 PM |
| Contract Manager Approval | bfor1 | 08/09/2011 16:04:47 PM |
| Budget Analyst Approval | knielsen | 08/11/2011 09:52:02 AM |
| Team Lead Approval | cwatson | 08/11/2011 14:11:58 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 14:12:02 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: **12466**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3253-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **SAVAGE AND SON, INC**Contractor Name: **SAVAGE AND SON, INC**Address: **PO BOX 11800**City/State/Zip: **RENO, NV 89510-1800**Contact/Phone: **LEN SAVAGE 775/828-4193**Vendor No.: **PUR0000504A**NV Business ID: **NV19341000063**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 % Business Enterprises Set Aside |

Agency Reference #: **1663-13-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **2 years and 30 days**4. Type of contract: **Contract**Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide plumbing services at various Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada (BEN) program sites. Services will include regular and emergency plumbing, installations, repairs and maintenance services for all needed projects for the BEN facilities located in the Washoe County and Carson City locations.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000.00**

Other basis for payment: Contractor will provide the services specified in paragraph five at a cost of \$80/hr. Monday-Friday, 7:00 a.m.-5:00 p.m.; \$160/hr. Monday-Friday, 5:00 p.m.-7:00 a.m.; \$120/hr. Saturdays 7:00 a.m.-5:00 p.m.; \$160/hr. Saturdays 5:00 p.m. through Monday 7:00 a.m.; \$160/hr. Holidays; Equipment rentals at cost plus 15%; Discount rate for parts & materials at cost plus 15% overhead & 10% profit. Payment to be made upon approval of submitted invoice. Contract total not to exceed \$25,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program has on-going needs for plumbing services at various program sites. These services are essential to the health and safety of staff and the public and are mandated by the health codes and regulations of the city, county and state.

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 licensed 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?

From the five vendors solicited, this company was one of two that responded and contracts are being awarded to both vendors to form a pool of vendors.

d. Last bid date: 06/09/2011 Anticipated re-bid date: 06/10/2013

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:

This vendor was under contract in 2007 with the Department of Corrections, under various agreements with Public Works and from 2007 to 2011 under contract with the Facility Management Division of Department of Information Technology and services have been verified as satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tmyler | 07/18/2011 16:52:58 PM |
| Division Approval | mmason | 08/01/2011 11:11:50 AM |
| Department Approval | tnash | 08/04/2011 16:05:41 PM |
| Contract Manager Approval | bfor1 | 08/05/2011 10:15:49 AM |
| Budget Analyst Approval | knielsen | 08/10/2011 12:54:58 PM |
| Team Lead Approval | cwatson | 08/11/2011 13:43:39 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 13:43:43 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: **CONV5706** Amendment Number: **6**
 Legal Entity Name: **BOARD OF REGENTS - UNR**
 Agency Name: **REHABILITATION DIVISION** Contractor Name: **BOARD OF REGENTS - UNR**
 Agency Code: **901** Address: **REPC MAILSTOP 285**
 Appropriation Unit: **3265-75**
 Is budget authority available?: **No** City/State/Zip: **RENO, NV 89557**
 If "No" please explain: Contingent upon Interim Finance Committee (IFC) approval of work program #C21510. Contact/Phone: **TAMI BRANCAMP 775-682-9070**
 Vendor No.: **D35000816**
 NV Business ID: **GOVERNMENT ENTITY**
 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 % Adaptive Resources Grant |

Agency Reference #: 1281-09-REHAB

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**
 Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/07/2012**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Educational Services**

5. Purpose of contract:
This is the sixth amendment to the original interlocal agreement, which provides assistive technology consultants to provide individuals with disabilities residing in Northern and Rural Nevada with assistive technology assessment, testing and training in an effort to attain employment. This amendment increases the maximum amount from \$314,306.33 to \$424,261.33 for the term of the contract due to continuing services and new grant award.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$87,705.33 |
| 2. Total amount of any previous contract amendments: | \$226,601.00 |
| 3. Amount of current contract amendment: | \$109,955.00 |
| 4. New maximum contract amount: | \$424,261.33 |

II. JUSTIFICATION

7. What conditions require that this work be done?
 Assistive technology consultants are to provide individuals with disabilities residing in Northern and Rural Nevada with assistive technology assessment, testing and training, in an effort to attain employment.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
 This is an interlocal agreement with the University of Nevada, Reno, Nevada Center for Excellence in Disabilities, Research and Educational Planning Center.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

Per NRS 277.080 through 277.180. This is an interlocal agreement with the University of Nevada, Reno.

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 University of Nevada, Reno has provided and is currently providing satisfactory services under various contracts for the Department of Employment, Training and Rehabilitation since 2004.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 08/02/2011 13:14:50 PM |
| Division Approval | mcol1 | 08/02/2011 16:54:43 PM |
| Department Approval | tnash | 08/09/2011 13:24:43 PM |
| Contract Manager Approval | tnash | 08/09/2011 13:24:48 PM |
| Budget Analyst Approval | knielsen | 08/11/2011 09:23:43 AM |
| Team Lead Approval | cwatson | 08/11/2011 14:13:35 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 14:13:40 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: **12477**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 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 % |
| X Federal Funds | 100.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | Other funding | 0.00 % |

Agency Reference #: PY11-Layoff Aversion-02

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **303 days**4. Type of contract: **Interlocal Agreement**Contract description: **Layoff Aversion**

5. Purpose of contract:

This is a new interlocal agreement to fund layoff aversion services in Southern Nevada. These services are a key component of the state's federally required Rapid Response plan. The services will be provided by a collaboration of public-private partners, called the Business Services Initiative Team, who will work together to align the publicly-funded workforce investment system with regionally-based economic development efforts. This team will drive the transformation of the workforce investment system and will work for improved coordination, communication, collaboration, and performance between the workforce investment system and the business community.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$210,000.00**

Other basis for payment: State will process payment when approved requests 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 \$210,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Workforce Investment Act of 1998

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Governor's Workforce Investment Board designated the Local Workforce Investment Boards to facilitate the required employment and training services in compliance with the Workforce Investment Act.

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:

Workforce Connections has been under contract with the Department of Employment, Training and Rehabilitation since 2000 and performing satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | tmyler | 07/27/2011 14:36:20 PM |
| Division Approval | tnash | 08/09/2011 13:24:07 PM |
| Department Approval | tnash | 08/09/2011 13:24:10 PM |
| Contract Manager Approval | bfor1 | 08/10/2011 11:14:06 AM |
| Budget Analyst Approval | knielsen | 08/11/2011 10:42:28 AM |
| Team Lead Approval | cwatson | 08/16/2011 15:18:00 PM |
| BOE Agenda Approval | cwatson | 08/16/2011 15:18:05 PM |
| BOE Final Approval | Pending | |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11006** Amendment Number: **4**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **Complete Electric, LLC.**
 Agency Code: **902** Contractor Name: **Complete Electric, LLC.**
 Appropriation Unit: **4771-07** Address: **9425 Double R Blvd., Suite F**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89521-5928**
 If "No" please explain: **Not Applicable** Contact/Phone: **John Little 775-852-1361**
 Vendor No.: **T27025181**
 NV Business ID: **NV20061717795**

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 % ESD Special Fund |

Agency Reference #: 1527-10-DETR

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/10/2010**
 Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2014**
 Contract term: **3 years and 356 days**

4. Type of contract: **Contract**
 Contract description: **Electrical Maintenan**

5. Purpose of contract:
This is the fourth amendment to the original contract, which provides regular and emergency electrical services, including lighting installations, repairs, and maintenance for all needed projects at the department owned facilities. This amendment increases the maximum amount from \$29,500 to \$50,000 due to an increased need for electrical services.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$8,500.00 |
| 2. Total amount of any previous contract amendments: | \$21,000.00 |
| 3. Amount of current contract amendment: | \$20,500.00 |
| 4. New maximum contract amount: | \$50,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?
Need to maintain electrical/lighting systems for staff and computer systems.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Employees do not have the equipment or expertise to do this type of work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

[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: 02/01/2010 Anticipated re-bid date: 02/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Complete Electric been under contract with the Department of Employment, Training, and Rehabilitation since June, 2010 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: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 08/05/2011 07:41:50 AM |
| Division Approval | tnash | 08/09/2011 13:23:36 PM |
| Department Approval | tnash | 08/09/2011 13:23:40 PM |
| Contract Manager Approval | bfor1 | 08/09/2011 15:13:15 PM |
| Budget Analyst Approval | knielsen | 08/11/2011 10:30:57 AM |
| Team Lead Approval | cwatson | 08/12/2011 10:19:30 AM |
| BOE Agenda Approval | cwatson | 08/12/2011 10:19:35 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: **10216** Amendment Number: **2**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **WESTERNAIRE MECHANICAL SERVICES, INC.**

Agency Code: **902** Contractor Name: **WESTERNAIRE MECHANICAL SERVICES, INC.**

Appropriation Unit: **4771-07** Address: **270 DOUBLEBACK RD**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89506-9144**

If "No" please explain: Not Applicable Contact/Phone: Gary Johnson 775/677-1040

Vendor No.: T81077993

NV Business ID: NV19851016139

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 % ESD Special Fund |

Agency Reference #: 1442-12-DETR

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2009**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **11/30/2011**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **HVAC service**

5. Purpose of contract:

This is the second amendment to the original contract, which provides heating and air conditioning service and maintenance for units at 500 East Third Street, Carson City, Nevada. This amendment extends the termination date from November 30, 2011 to November 30, 2013 and increases the maximum amount from \$38,400 to \$78,400 due to extension of the contract term and an increased need for services.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$20,400.00 |
| 2. Total amount of any previous contract amendments: | \$18,000.00 |
| 3. Amount of current contract amendment: | \$40,000.00 |
| 4. New maximum contract amount: | \$78,400.00 |
| and/or the termination date of the original contract has changed to: | 11/30/2013 |

II. JUSTIFICATION

7. What conditions require that this work be done?

Provides preventative maintenance on HVAC systems 500 East Third Street, Carson City, Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff is not certified HVAC technicians.

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?

Offered the lowest bid and best services

d. Last bid date: 08/31/2009 Anticipated re-bid date: 08/01/2013

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:

Westernaire Inc. is currently providing satisfactory service to the Department of Employment, Training, and Rehabilitation and has been since December, 2009.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 08/04/2011 08:18:15 AM |
| Division Approval | tnash | 08/04/2011 09:21:54 AM |
| Department Approval | tnash | 08/04/2011 09:21:58 AM |
| Contract Manager Approval | bfor1 | 08/08/2011 09:21:38 AM |
| Budget Analyst Approval | knielsen | 08/11/2011 08:46:21 AM |
| Team Lead Approval | cwatson | 08/11/2011 14:10:55 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 14:11:00 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: **CONV6363** Amendment Number: **3**
 Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **Westernaire, INC**
 Agency Code: **902** Contractor Name: **Westernaire, INC**
 Appropriation Unit: **4771-07** Address: **270 Doubleback Road**
 Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89506**
 If "No" please explain: Not Applicable Contact/Phone: Gary Johnson 7756771040
 Vendor No.: T81077993
 NV Business ID: NV19581016139

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 % ESD Special Funds |

Agency Reference #: 1398-11-DETR

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/11/2009**
 Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2013**
 Contract term: **3 years and 355 days**

4. Type of contract: **Contract**
 Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:
This is the third amendment to the original contract, which provides for heating and air conditioning repair service on an as-needed basis for the department's northern Nevada facilities. This amendment increases the maximum amount from \$18,000 to \$36,000 due to an increase in the volume of repairs.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$8,000.00 |
| 2. Total amount of any previous contract amendments: | \$10,000.00 |
| 3. Amount of current contract amendment: | \$18,000.00 |
| 4. New maximum contract amount: | \$36,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?
Facility heating and air conditioning systems must be kept functional to ensure the comfort of staff and the public.

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:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in a vendor pool

d. Last bid date: 05/20/2009 Anticipated re-bid date: 02/28/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Westernaire has been under contract with the Department of Employment, Training, and Rehabilitation since June, 2009 and 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:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | rolso1 | 08/04/2011 08:16:39 AM |
| Division Approval | tnash | 08/04/2011 09:24:53 AM |
| Department Approval | tnash | 08/04/2011 09:24:55 AM |
| Contract Manager Approval | bfor1 | 08/08/2011 09:24:44 AM |
| Budget Analyst Approval | knielsen | 08/11/2011 09:01:02 AM |
| Team Lead Approval | cwatson | 08/11/2011 13:51:02 PM |
| BOE Agenda Approval | cwatson | 08/11/2011 13:51:06 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: **10606** Amendment Number: **2**

Agency Name: **EMPLOYMENT SECURITY DIVISION** Legal Entity Name: **SIGN LANGUAGE COMMUNICATION SERVICES, INC.**

Agency Code: **902** Contractor Name: **SIGN LANGUAGE COMMUNICATION SERVICES, INC.**

Appropriation Unit: **All Appropriations** Address: **2251 N RAMPART BLVD STE 326**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89128-7640**

If "No" please explain: **Not Applicable** Contact/Phone: **Betsy Ellenbrook 702/396-7730**

Vendor No.: **T81105128**

NV Business ID: **NV19981297718**

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 % All DETR Budget Accounts |

Agency Reference #: **1432-12-DETR**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/05/2010**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **09/30/2011**Contract term: **3 years and 237 days**4. Type of contract: **Contract**Contract description: **Sign Language/Interp**

5. Purpose of contract:

This is the second amendment to the original contract, which provides American Sign Language for the clients, employees, board members, council members, or consumers, who are deaf or hearing impaired or unable to understand the languages for meetings and conferences. This amendment extends the termination date from September 30, 2011 to September 30, 2013 and increases the maximum amount from \$34,500 to \$49,500 due to extension of the contract term and an increased need for services.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$9,500.00 |
| 2. Total amount of any previous contract amendments: | \$25,000.00 |
| 3. Amount of current contract amendment: | \$15,000.00 |
| 4. New maximum contract amount: | \$49,500.00 |
| and/or the termination date of the original contract has changed to: | 09/30/2013 |

II. JUSTIFICATION

7. What conditions require that this work be done?

To meet the requirements of the Americans with Disabilities Act and make services available to the disabled.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Staff not available and/or not qualified.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? No

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

One in a vendor pool.

d. Last bid date: 04/01/2009 Anticipated re-bid date: 06/01/2013

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:

Sign Language Communication is currently providing satisfactory service to the Department of Employment, Training, and Rehabilitation and has been since February, 2010.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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 | 07/06/2011 08:23:25 AM |
| Division Approval | tnash | 07/26/2011 12:13:45 PM |
| Department Approval | tnash | 07/26/2011 12:13:48 PM |
| Contract Manager Approval | bfor1 | 08/05/2011 09:10:47 AM |
| Budget Analyst Approval | knielsen | 08/05/2011 09:21:18 AM |
| Team Lead Approval | cwatson | 08/09/2011 09:32:51 AM |
| BOE Agenda Approval | cwatson | 08/09/2011 09:32:56 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: **CONV5842** Amendment Number: **2**
 Agency Name: **PUBLIC EMPLOYEES BENEFITS** Legal Entity Name: **Standard Insurance Company**
 Agency Code: **950** Contractor Name: **Standard Insurance Company**
 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: **Leslie Huffman 9713216708**
 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 % 67% State Subsidy, 33% Premium Revenue |

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 **09/2011**
 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: **Insurance Services**

5. Purpose of contract:
This is the second amendment to the original contract, which provides group life, accidental death and dismemberment and long term disability insurance to eligible PEBP participants. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and decreases the contract maximum from \$39,500,000 to \$32,165,000. The decrease is due to a change in the Scope of Work.

6. CONTRACT AMENDMENT

| | |
|--|-----------------|
| 1. The maximum amount of the original contract: | \$13,000,000.00 |
| 2. Total amount of any previous contract amendments: | \$26,500,000.00 |
| 3. Amount of current contract amendment: | -\$7,335,000.00 |
| 4. New maximum contract amount: | \$32,165,000.00 |

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?
PEBP offers basic life and long term disability insurance as a part of the standard benefits package available to participants of the program.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
The state of Nevada is 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 by the evaluation committee and ratified by the PEBP Board. This vendor offered the best pricing and benefits package.

d. Last bid date: 01/01/2008 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Standard has provided basic life, long term disability and voluntary life insurance benefit packages for PEBP in the past, PEBP is satisfied with the services provided by The Standard.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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 | 08/10/2011 09:29:24 AM |
| Division Approval | jhager | 08/10/2011 09:29:27 AM |
| Department Approval | mstron1 | 08/10/2011 09:36:00 AM |
| Contract Manager Approval | mstron1 | 08/10/2011 09:36:03 AM |
| Budget Analyst Approval | jstrandb | 08/18/2011 08:52:48 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 08:58:29 AM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 08:58:35 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: **12501**

| | | | |
|---------------------------------|---|--------------------|-----------------------------------|
| Agency Name: | LICENSING BOARDS & COMMISSIONS | Legal Entity Name: | Keith Lee, Esq. |
| Agency Code: | BDC | Contractor Name: | Keith Lee, Esq. |
| Appropriation Unit: | B011 - All Categories | Address: | 3400 Kauai Court, Ste. 402 |
| Is budget authority available?: | Yes | City/State/Zip: | Reno, NV 89509 |
| If "No" please explain: | Not Applicable | Contact/Phone: | null775-850-7831 |
| | | Vendor No.: | |
| | | NV Business ID: | NV19981325577 |

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 % | X | Fees | 100.00 % Application 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 **07/31/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **Yes**

If "Yes", please explain

The contract was prepared on advance of the Board's approval. The Board held the contract for an additional month in order to arrange a meeting with the vendor to clarify/adjust the scope of work. No work has been completed by the vendor and work will not commence until the Board of Examiners has indicated their approval.

3. Termination Date: **06/30/2013**

Contract term: **1 year and 335 days**

4. Type of contract: **Contract**

Contract description: **Legal and Consulting**

5. Purpose of contract:

This is a new contract, which provides professional legislative advocacy strategies including participation in legislative sessions and assists in the development and adoption of various regulations designed to implement legislation that has been approved.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$120,000.00**

Payment for services will be made at the rate of \$5,000.00 per Month

II. JUSTIFICATION

7. What conditions require that this work be done?

To ensure the Board's interests are adequately represented and addressed in a consistent manner. Mr. Lee is well versed in all aspects of contractor law and regulatory matters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Board staff does not possess the requirted legal, regulatory and legislative experience required to perform the 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?

Professional Service Exempt based on NAC 333.150 2b. Professional and educational background meets the requirements and needs of the Board.

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Nevada State Contractors Board. 2010 thru 2011. Services were very 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 | dlumbert | 07/26/2011 16:22:21 PM |
| Division Approval | dlumbert | 07/26/2011 16:22:24 PM |
| Department Approval | dlumbert | 07/26/2011 16:22:27 PM |
| Contract Manager Approval | dlumbert | 07/26/2011 16:22:31 PM |
| Budget Analyst Approval | kkolbe | 08/19/2011 07:44:37 AM |
| Team Lead Approval | jmurph1 | 08/19/2011 14:55:55 PM |
| BOE Agenda Approval | jmurph1 | 08/19/2011 14:55:59 PM |
| BOE Final Approval | Pending | |

Memo

To: Board of Examiners
From: Deborah Lumbert, Fiscal Manager
CC: Margi A. Grein, Executive Officer
Date: 8/8/2011
Re: Contract for Keith Lee, Esq.

Please be advised that the above-referenced contract was prepared in advance by our Contract Manager and sent to our Board for approval. Our Board held on to the contract for an additional month in order to arrange a meeting with Mr. Lee to clarify/adjust the scope of work to their satisfaction. No work has been completed by this vendor and work will not commence until the Board of Examiners has indicated its approval. In the future we will review our dates before submitting our contracts.

We extend our apologies for any inconvenience.

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: **12249** Amendment Number: **1**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **AMERICAN POLYGLOT PARTNERS LLC**

Agency Code: **MSA** Contractor Name: **AMERICAN POLYGLOT PARTNERS LLC**

Appropriation Unit: **9999 - All Categories** Address: **STE 110**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89134-0519**

If "No" please explain: **Not Applicable** Contact/Phone: **Bill Massey 877/279-0290**

Vendor No.: **T29027963**

NV Business ID: **NV20111073998**

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|-------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Various |

Agency Reference #: **RFP 1435**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/26/2011**Anticipated BOE meeting date **09/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **2 years and 36 days**4. Type of contract: **MSA**Contract description: **Translation services**

5. Purpose of contract:

This is the first amendment to the original contract providing non-telephonic translation services, including document, video, and audio translation services to agencies in need of those services. The original contract was submitted for \$9,999.99 to provide services quickly to agencies. This amendment increases the maximum to \$49,999.00 for the term of the contract.

6. CONTRACT AMENDMENT

| | |
|--|-------------|
| 1. The maximum amount of the original contract: | \$9,999.99 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$39,999.01 |
| 4. New maximum contract amount: | \$49,999.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

In the course of doing business, it's often necessary to communicate with others who do not understand English.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not have the knowledge, skills, and expertise to communicate with others in over 100 different languages.

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 provides the widest array of services at the most affordable price.

d. Last bid date: 02/01/2011 Anticipated re-bid date: 01/02/2013

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 | kperondi | 08/08/2011 14:58:57 PM |
| Division Approval | kperondi | 08/08/2011 14:59:02 PM |
| Department Approval | ktarter | 08/08/2011 15:25:22 PM |
| Contract Manager Approval | mtroesch | 08/08/2011 16:26:20 PM |
| Budget Analyst Approval | csawaya | 08/15/2011 11:07:22 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:17:50 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:17:54 PM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|---|
| 1. Contract Number: 12089 | Amendment Number: 1 |
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: CORPORATE TRANSLATION SERVICES |
| Agency Code: MSA | Contractor Name: CORPORATE TRANSLATION SERVICES |
| Appropriation Unit: 9999 - All Categories | Address: INC DBA CTS LANGUAGELINK 911 MAIN ST STE 10 |
| Is budget authority available?: Yes | City/State/Zip: VANCOUVER, WA 98660 |
| If "No" please explain: Not Applicable | Contact/Phone: null360/433-0435 |
| | Vendor No.: T32000889 |
| | NV Business ID: NV20101381643 |

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|-------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Various |

Agency Reference #: **RFP 1711**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/18/2011**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/15/2015**

Contract term: **3 years and 304 days**

4. Type of contract: **MSA**

Contract description: **Translation Services**

5. Purpose of contract:

This is the first amendment to the original Participating Addendum (PA) for the Western States Contracting Alliance (WSCA) contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000.00 for the term of the contract.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$9,999.99 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$90,000.01 |
| 4. New maximum contract amount: | \$100,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

In the course of doing business, it's often necessary to communicate with others who do not understand English.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Users of this contract do not have the knowledge, skills, and abilities to communicate in over 100 different languages, 24 hours per day, 7 days per week.

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 scored among the highest by the evaluation committee, according to the established and approved evaluation criteria.

d. Last bid date: 11/04/2008 Anticipated re-bid date: 10/03/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was previously under contract for the same services through a Master Services Agreement from 2009-2011. Services provided were all satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kperondi | 08/05/2011 09:51:40 AM |
| Division Approval | kperondi | 08/05/2011 09:51:43 AM |
| Department Approval | ktarter | 08/05/2011 12:26:48 PM |
| Contract Manager Approval | mtroesch | 08/08/2011 09:05:44 AM |
| Budget Analyst Approval | csawaya | 08/15/2011 11:04:19 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:21:21 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:21:28 PM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12517**

| | |
|--|--|
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: Nevada North American |
| Agency Code: MSA | Contractor Name: Capitol North American |
| Appropriation Unit: 9999 - All Categories | Address: 1780 South Mojave Road |
| Is budget authority available?: Yes | City/State/Zip: Las Vegas, NV 89104 |
| If "No" please explain: Not Applicable | Contact/Phone: Bill Namovich 702-457-5353 |
| | Vendor No.: |
| | NV Business ID: NV19631000684 |
| 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 % Various |

Agency Reference #: RFQ 1885

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **1 year and 303 days**

4. Type of contract: **MSA**

Contract description: **Moving Services**

5. Purpose of contract:

This is a new contract to provide state agencies with moving services such as packing, storage and general freight.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies have occasional need to move large files or move offices.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The State does not employ movers or offer moving services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This was a multiple award to various vendors who met the qualifications of the RFQ. NRS 333.395 authorizes the Purchasing Division to directly contract with all certified movers qualified to do business with the State of Nevada.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes. This vendor previously had a good of the state contract for moving services and it expired. The vendor had satisfactory services to all agencies that utilized them.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

Nevada North American was founded as a parent company to which subordinate companies could be created under one umbrella. Capitol North American and A-Affordable Moving are two companies doing business under the Nevada North America umbrella.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kperondi | 08/04/2011 16:04:24 PM |
| Division Approval | kperondi | 08/04/2011 16:04:29 PM |
| Department Approval | ktarter | 08/04/2011 16:55:25 PM |
| Contract Manager Approval | hmoon | 08/05/2011 08:03:08 AM |
| Budget Analyst Approval | csawaya | 08/23/2011 10:35:16 AM |
| Team Lead Approval | jmurph1 | 08/23/2011 15:20:48 PM |
| BOE Agenda Approval | jmurph1 | 08/23/2011 15:20:51 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: **12505**

| | |
|--|--|
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: JPay Inc. |
| Agency Code: MSA | Contractor Name: JPay Inc. |
| Appropriation Unit: 9999 - All Categories | Address: 12864 Biscayne Blvd, Suite 243 |
| Is budget authority available?: Yes | City/State/Zip: Miami, FL 33181 |
| If "No" please explain: Not Applicable | Contact/Phone: Errol Feldman 305-577-5543 |
| | Vendor No.: |
| | NV Business ID: NV20111282456 |
| 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 % Various |

Agency Reference #: 1901

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **3 years and 322 days**

4. Type of contract: **MSA**

Contract description: **Inmate Kiosks**

5. Purpose of contract:

This is a new contract to provide inmate kiosks for the Department of Corrections. The kiosks will allow offenders in designated correctional facilities access to automated services with little or no assistance of staff.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,800,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To improve services to the inmate population while reducing staff workload.

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 in this area.

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 selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or 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 | ktarter | 07/27/2011 16:02:44 PM |
| Division Approval | ktarter | 07/27/2011 16:02:49 PM |
| Department Approval | ktarter | 07/27/2011 16:02:54 PM |
| Contract Manager Approval | rmille8 | 07/27/2011 16:10:05 PM |
| Budget Analyst Approval | csawaya | 08/09/2011 17:27:37 PM |
| Team Lead Approval | jmurph1 | 08/23/2011 15:57:30 PM |
| BOE Agenda Approval | jmurph1 | 08/23/2011 15:57:44 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 CONTRACT

1. Contract Number: **12506**

| | |
|--|--|
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: Keefe Group |
| Agency Code: MSA | Contractor Name: Keefe Group |
| Appropriation Unit: 9999 - All Categories | Address: 13369 Valley Blvd |
| Is budget authority available?: Yes | City/State/Zip: Fontana, CA 92335 |
| If "No" please explain: Not Applicable | Contact/Phone: Jim Perry 800-411-0454 |
| | Vendor No.: |
| | NV Business ID: NV19991067432 |
| 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 % Various |

Agency Reference #: 1901

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **07/31/2015**

Contract term: **3 years and 322 days**

4. Type of contract: **MSA**

Contract description: **Inmate Kiosks**

5. Purpose of contract:

This is a new contract to provide inmate kiosks for the Department of Corrections. The kiosks will allow offenders in designated correctional facilities access to automated services with little or no assistance of staff.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,000,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To improve services to the inmate population while reducing staff workload.

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 in this area.

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 selected as the best solution by the evaluation committee based on pre-determined evaluation criteria.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or 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 | ktarter | 07/27/2011 16:03:49 PM |
| Division Approval | ktarter | 07/27/2011 16:03:54 PM |
| Department Approval | ktarter | 07/27/2011 16:04:00 PM |
| Contract Manager Approval | rmille8 | 07/27/2011 16:10:58 PM |
| Budget Analyst Approval | csawaya | 08/09/2011 17:22:48 PM |
| Team Lead Approval | jmurph1 | 08/23/2011 15:59:08 PM |
| BOE Agenda Approval | jmurph1 | 08/23/2011 15:59:12 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 CONTRACT

| | |
|--|--|
| 1. Contract Number: 12196 | Amendment Number: 1 |
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: LANGUAGE LINE SERVICES INC |
| Agency Code: MSA | Contractor Name: LANGUAGE LINE SERVICES INC |
| Appropriation Unit: 9999 - All Categories | Address: 1 LOWER RAGSDALE DR BLDG 2 |
| Is budget authority available?: Yes | City/State/Zip: MONTEREY, CA 93940-5747 |
| If "No" please explain: Not Applicable | Contact/Phone: null831/648-5878 |
| | Vendor No.: T29000549 |
| | NV Business ID: NV20041693625 |

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|-------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Various |

Agency Reference #: **RFP 1711**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/18/2011**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/15/2015**

Contract term: **3 years and 274 days**

4. Type of contract: **MSA**

Contract description: **Translation Services**

5. Purpose of contract:

This is the first amendment to the original Participating Addendum (PA) to the Western States Contracting Alliance (WSCA) contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000.00 for the term of the contract.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$9,999.99 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$90,000.01 |
| 4. New maximum contract amount: | \$100,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

In the course of doing business, it's often necessary to communicate with others who do not understand English.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Users of this contract do not have the knowledge, skills, and abilities to communicate in over 100 different languages, 24 hours per day, 7 days per week.

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 scored among the highest by the evaluation committee, according to the established and approved evaluation criteria.

d. Last bid date: 11/04/2008 Anticipated re-bid date: 10/03/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was previously under contract for the same services through a Master Services Agreement from 2009-2011. Services provided were all satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)? Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kperondi | 08/05/2011 09:52:22 AM |
| Division Approval | kperondi | 08/05/2011 09:52:25 AM |
| Department Approval | ktarter | 08/05/2011 12:27:56 PM |
| Contract Manager Approval | mtroesch | 08/08/2011 09:08:43 AM |
| Budget Analyst Approval | csawaya | 08/15/2011 10:32:42 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:22:32 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:22:37 PM |

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

| | |
|--|---|
| 1. Contract Number: 12145 | Amendment Number: 1 |
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: PACIFIC INTERPRETERS |
| Agency Code: MSA | Contractor Name: PACIFIC INTERPRETERS |
| Appropriation Unit: 9999 - All Categories | Address: PACIFIC INTERPRETERS INC. 707 SW WASHINGTON STE 200 |
| Is budget authority available?: Yes | City/State/Zip: PORTLAND, OR 97205 |
| If "No" please explain: Not Applicable | Contact/Phone: Emilie Gerber 503/445-5642 |
| | Vendor No.: T32000893 |
| | NV Business ID: NV20101274153 |

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

| | | | |
|---------------|--------|------------------------|-------------------------|
| General Funds | 0.00 % | Fees | 0.00 % |
| Federal Funds | 0.00 % | Bonds | 0.00 % |
| Highway Funds | 0.00 % | X Other funding | 100.00 % Various |

Agency Reference #: **RFP 1711**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **04/28/2011**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/15/2015**

Contract term: **3 years and 294 days**

4. Type of contract: **MSA**

Contract description: **Translation Services**

5. Purpose of contract:

This is the first amendment to the original Participating Addendum (PA) for the Western States Contracting Alliance (WSCA) contract numbered 03508, which provides immediate translation services over the telephone. The original PA was submitted for \$9,999.99 to prevent a lapse in services to using agencies. This amendment increases the maximum to \$100,000.00 for the term of the contract.

6. CONTRACT AMENDMENT

| | |
|--|--------------|
| 1. The maximum amount of the original contract: | \$9,999.99 |
| 2. Total amount of any previous contract amendments: | \$0.00 |
| 3. Amount of current contract amendment: | \$90,000.01 |
| 4. New maximum contract amount: | \$100,000.00 |

II. JUSTIFICATION

7. What conditions require that this work be done?

In the course of doing business, it's often necessary to communicate with others who do not understand English.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Users of this contract do not have the knowledge, skills, and abilities to communicate in over 100 different languages, 24 hours per day, 7 days per week.

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 scored among the highest by the evaluation committee, according to the established and approved evaluation criteria.

d. Last bid date: 11/04/2008 Anticipated re-bid date: 10/03/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This vendor was previously under contract for the same services through a Master Services Agreement from 2009-2011. Services provided were all satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name? Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)? Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office? Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|----------|------------------------|
| Budget Account Approval | kperondi | 08/05/2011 09:50:28 AM |
| Division Approval | kperondi | 08/05/2011 09:50:31 AM |
| Department Approval | ktarter | 08/05/2011 12:25:17 PM |
| Contract Manager Approval | mtroesch | 08/08/2011 09:04:14 AM |
| Budget Analyst Approval | csawaya | 08/15/2011 11:01:49 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 12:19:38 PM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 12:19:42 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: **12494**

| | |
|---|---|
| Agency Name: MASTER SERVICE AGREEMENTS | Legal Entity Name: Sarnoff Information Technologies, Inc |
| Agency Code: MSA | Contractor Name: Sarnoff Court Reporters |
| Appropriation Unit: 9999 - All Categories | Address: 2250 South Rancho Dr, Ste 195 |
| Is budget authority available?: Yes | City/State/Zip: Las Vegas, NV 89102 |
| If "No" please explain: Not Applicable | Contact/Phone: Barbara Justl 702-360-3206 |
| | Vendor No.: |
| | NV Business ID: NV19991324960 |
| 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 % Various |

Agency Reference #: **RFQ 1769**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2011**

Anticipated BOE meeting date **09/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **05/31/2013**

Contract term: **1 year and 243 days**

4. Type of contract: **MSA**

Contract description: **Court Reporting Svcs**

5. Purpose of contract:

This is a new contract to provide court reporting services as needed on a statewide basis.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Services will be provided at a cost of \$35.00 per hour during regular hours of appearance 7am ? 6pm, with a minimum of \$150.00; after hours charge of \$40.00 per hour for proceeding before 7a or after 6p; \$150.00 cancellation charge w/o 24 hour notice; balance of miscellaneous fees as listed within Attachment AA, Court Reporter Rates. Travel expenses will be reimbursed at the State of Nevada's travel rates, with installments payable by using agency within 30 days from receipt of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

Various State agencies require that their meetings be recorded and transcribed by a contract reporter for public use and/or for internal use.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Many agencies lack the staff and equipment to handle the volume of reporting services required.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Contractor has met all required qualifications and has agreed to court reporting pricing paid by the State.

d. Last bid date: 02/01/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

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?

No b. If "No", please explain:

Contractor is doing business as Sarnoff Court Reporters.

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

| Approval Level | User | Signature Date |
|---------------------------|---------|------------------------|
| Budget Account Approval | sberry | 07/25/2011 15:33:19 PM |
| Division Approval | sberry | 07/25/2011 15:33:21 PM |
| Department Approval | sberry | 07/25/2011 15:33:23 PM |
| Contract Manager Approval | sberry | 07/25/2011 15:33:26 PM |
| Budget Analyst Approval | csawaya | 08/16/2011 09:45:04 AM |
| Team Lead Approval | jmurph1 | 08/18/2011 11:49:49 AM |
| BOE Agenda Approval | jmurph1 | 08/18/2011 11:49:53 AM |
| BOE Final Approval | Pending | |



DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us>**

Date: July 27, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Jim Rodriguez, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION OF
STATE LANDS**

Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153 the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending March 31, 2010 (reference NRS 321.5954).

Brief description

- **1989 Tahoe Basin Act**
The agency reports that there were no transfers of lands or interests in lands during the quarter.

There were no acquisitions of lands or interest in lands during this quarter.
- **Lake Tahoe Mitigation Program**
The agency reports that there was one land coverage sales transaction under this program for the quarter. That transaction involved the sale of 2,616 square feet of Class 4 restored land coverage in the South Stateline hydrologic zone and generated \$48,396 in proceeds.

The agency also reports that there was one acquisition of interest in land under the Lake Tahoe Mitigation Program during the fourth quarter of FY11. The Nevada Land Bank purchased 164,613 square feet of sensitive land coverage from the Incline Lake Corporation at a cost of \$800,000. No state funds were used in this transaction.

| |
|------------------------------------|
| REVIEWED: <u> <i>aw</i> </u> |
| INFO ITEM: _____ |

Addendum:

NRS 321.5954 Powers and duties of Division and State Land Registrar regarding programs to preserve, restore and enhance Lake Tahoe Basin.

1. In carrying out a program authorized pursuant to NRS 321.5953, the Division may, as the State Land Registrar deems appropriate regarding particular parcels of land:

(a) Acquire, from a willing owner, real property or an interest in real property in the Lake Tahoe Basin by donation, purchase or exchange;

(b) Transfer real property or an interest in real property in the Lake Tahoe Basin by sale, lease or exchange;

(c) Eliminate, or mitigate the effects of, development, land coverage or features or conditions of real property acquired pursuant to paragraph (a) that are detrimental to the natural environment of the Lake Tahoe Basin; and

(d) Retire, extinguish or otherwise terminate rights to develop or place land coverage on real property acquired pursuant to paragraph (a).

2. The State Land Registrar may transfer real property or an interest in real property acquired pursuant to this section:

(a) To state and federal agencies, local governments and nonprofit organizations for such consideration as the State Land Registrar deems to be reasonable and in the interest of the general public.

(b) To other persons for a price that is not less than the fair market value of the real property or interest.

3. Before real property or an interest in real property is transferred pursuant to this section, the State Land Registrar shall record a declaration of restrictions or deed restrictions if the State Land Registrar determines that such restrictions are necessary to protect the public interest.

4. The State Land Registrar shall report quarterly to the State Board of Examiners regarding the real property or interests in real property transferred pursuant to this section.

5. Notwithstanding any other provision of law, a person shall not acquire, disturb or use real property or an interest in real property acquired by this State pursuant to this section unless the person first obtains written authorization from the State Land Registrar.

6. As used in this section:

(a) "Interest in real property" includes, without limitation:

(1) An easement for conservation as that term is defined in NRS 111.410;

(2) The right to develop the real property;

(3) The right to place land coverage on the real property; and

(4) Such other easements or rights as are appurtenant to the real property.

(b) "Land coverage" means a covering over or compaction of the natural surface of the ground that prevents water from percolating into the ground.

(Added to NRS by 1999, 2018)

LEO DROZDOFF
Director

Department of Conservation
and Natural Resources

JAMES R. LAWRENCE
Administrator

BRIAN SANDOVAL
Governor



State Land Office
State Land Use Planning Agency
Nevada Tahoe Resource Team
Conservation Bond Program -QI

Address Reply to

Division of State Lands
901 S. Stewart St. Suite 5003
Carson City, Nevada 89701-5246
Phone (775) 684-2720
Fax (775) 684-2721
Web www.lands.nv.gov

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

Division of State Lands

RECEIVED

JUL 21 2011

July 14, 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

MEMORANDUM

TO: Jeff Mohlenkamp, Clerk
Nevada State Board of Examiners

FROM: James Lawrence, Administrator
Division of State Lands

RE: **BOARD OF EXAMINERS QUARTERLY REPORT OF THE TAHOE BASIN ACT AND LAKE TAHOE MITIGATION PROGRAM – 4th QUARTER SFY 2011**

Tahoe Basin Act:

Pursuant to Chapter 111, Statutes of Nevada, 1989, at page 263, which requires a quarterly report to the Board of Examiners, this memorandum is to report lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act program during the quarter ending June 30, 2011.

- There were no transfers of lands or interests in lands during this quarter.
- There were no acquisitions of lands or interests in lands during this quarter.

Lake Tahoe Mitigation Program:

Pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, which requires a quarterly report to the Board of Examiners, this memorandum is to report real property or interests in real property transferred under this program during the quarter ending June 30, 2011.

- The Nevada Division of State Lands (NDSL) had one land coverage sale transaction close during the fourth quarter of FY 2011. The transaction closed on May 13, 2011 and involved the sale of 2,616 square feet of Class 4 restored land coverage in the South Stateline Hydrologic Zone. This transaction was facilitated by the Nevada Land Bank and generated a total of \$48,396.00 in proceeds which were deposited into Budget Account 4200 and will be used to continue to carry out the intent of the Nevada Land Bank.

- There was one acquisition of interests in land under the Lake Tahoe Mitigation Program during the fourth quarter of FY 2011. On June 14, 2011, the Nevada Land Bank finalized the purchase of 164,613 square feet of sensitive land coverage from the Incline Lake Corporation. The \$800,000.00 used to purchase this land coverage was collected under the excess coverage mitigation program administered by the Tahoe Regional Planning Agency (TRPA); no state general funds were used in this transaction. In conjunction with the purchase of land coverage, the Nevada Land Bank also accepted a donation of 52,034 square feet of sensitive land coverage from the Incline Lake Corporation. This single transaction

4

removed almost 5 acres of restored land coverage which meets and exceeds the retirement target in the Incline Village area.

In the event you have any questions or wish additional information please call me.

JL/er

cc: Leo Drozdoff, Director, DCNR



DEPARTMENT OF ADMINISTRATION

**209 E. Musser Street, Room 200
Carson City, Nevada 89701-4298
(775) 684-0222
Fax (775) 684-0260
<http://www.budget.state.nv.us>**

Date: August 23, 2011
To: Stephanie Day, Deputy Director
Department of Administration
From: Carla Watson, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **INFORMATION** ITEM

The following describes an information item submitted for placement on the agenda of the next Board of Examiners meeting:

DEPARTMENT OF TRANSPORTATION - ADMINISTRATION

Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.

A dispute existed as to the responsibility for payment of construction costs arising from a developer agreement entered into between the Nevada Department of Transportation (NDOT) and Syncon Homes. NDOT requested additional payment of \$400,000.00 and Syncon has offered \$100,000.00 in full and final payment of NDOT's demand for payment. No litigation has been filed relative to this dispute. The Agreement provides that payment is to be directed to NDOT by the last day of August.

Brief description

NDOT and Syncon Homes have disagreed over which party bears responsibility for certain costs arising from an interchange built pursuant to an agreement entered into between the two parties. The interchange on US Highway 50 between Carson City and the Spooner Summit was desired by Syncon to serve as a planned residential development and golf course. The development was never built, and the owner of the land on which the development was to be built, and the owner of the land on which the golf course exists, have filed for bankruptcy protection this summer. Syncon Homes' counsel has represented that it has closed its Gardnerville/Minden sales office and that Syncon Homes may file for bankruptcy. If Syncon files for bankruptcy before the settlement agreement is executed by all parties, and the \$100,000 is accepted, then NDOT will not be in a position to receive any payment without consent of the Bankruptcy Court. If Syncon files for Bankruptcy protection within months following a successful settlement of NDOT's request for payment, then Syncon's creditors in bankruptcy, and or the bankruptcy court trustee, may seek to set the settlement aside, and may seek the return of the settlement proceeds.



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
1263 S. Stewart Street
Carson City, Nevada 89712

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General


GREGORY M. SMITH
Chief of Staff

M E M O R A N D U M

RECEIVED

AUG 30 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

DATE: August 25, 2011
TO: Board of Examiners
State of Nevada
CC: Susan Martinovich, Director (with copy of agreement)
R. Scott Rawlins, Deputy Director/Chief Engineer (with copy of agreement)
Dennis Gallagher, Chief Deputy Attorney General (with copy of agreement)
FROM: Roger K. Miles 
Deputy Attorney General
Transportation Division
SUBJECT: NDOT's Pending Settlement of Construction Claim With Syncon Homes: NDOT's Acceptance of Syncon's Offer of \$100,000.00 Relative to NDOT's Demand For \$433,103.63 Arising from Construction of U.S Highway 50 Interchange.

No Litigation Pending.

**I.
Summary of Pending Settlement**

The Nevada Department of Transportation ("NDOT") has authorized the acceptance of Syncon Homes' ("Syncon") Settlement Offer of \$100,000.00, relative to NDOT's demand for \$433,103.63. The pending settlement arises from a dispute concerning whether NDOT or Syncon is responsible for various costs incurred in the

construction of an interchange built pursuant to an agreement entered into between those parties. No litigation has been filed.

Pursuant to communications had with Ms. Carla Watson of the State's Department of Administration, Division of Budget and Planning, it is this office's understanding that Director of Administration Jeffrey Mohlenkamp will recommend the submission of this Memorandum as an "Information Item", rather than an "Action Item".

II. General Background

The pending settlement arises from a dispute relating to costs incurred in the construction of the U.S. Highway 50 Interchange ("Interchange") located between Carson City and the Spooner Summit. The Interchange was constructed pursuant to a Developer Agreement entered into between NDOT and Syncon. Syncon sought the construction of the Interchange to benefit access to a residential subdivision it desired to develop. Pursuant to the Agreement, NDOT's financial contribution was to be limited to \$1,000,000.00, with Syncon to fund the remaining costs. The Agreement was thereafter amended whereby NDOT would provide funding for all construction engineering costs.

NDOT has contended that Syncon remains responsible for the payment of further sums in the amount of \$433,103.63 related to various construction costs. Syncon has asserted that the costs were necessitated by plan failures. While NDOT did not author the Interchange plans, Syncon asserts that the plans were reviewed by NDOT, which had a duty to detect and address plan failures prior to construction. Accordingly, Syncon contends that NDOT is liable for costs resulting from plan failures. NDOT has argued that the terms of the Developer Agreement expressly limited NDOT's financial contribution. NDOT has sought to argue that its review of plans should not be interpreted as an approval of the plan contents, however this office has not advanced such an argument. In the event of litigation, Syncon could be expected to argue that NDOT was required to exercise due care in plan review. Whether due care was exercised would be the subject of expert witness testimony.

Syncon's Settlement Offer was accompanied by its counsel's representations that: (1) Syncon has closed its office associated with the planned residential development for which the Interchange was sought; (2) Although Syncon intended the Interchange to serve a residential development and golf course, and although the golf course was built, the golf course faces foreclosure; (3) The residential development, in counsel's words "never got off the ground" and is also facing foreclosure; and (4) Syncon has no additional funds to offer in settlement, and there is no hope that the future will allow for the residential development and golf course to generate revenues sufficient to have made the construction of the Interchange financially worthwhile.

It is this office's understanding gained from a search of bankruptcy filings, that as of July 18, 2011, Clear Creek Ranch II, LLC, which identifies itself as the owner of the undeveloped property envisioned to accommodate the planned project, and Clear Creek at Tahoe, LLC, a co-developer of the project, filed for bankruptcy protection. Clear Creek Ranch II, LLC has identified Syncon as a creditor.

Syncon's counsel has advised that Syncon's filing for bankruptcy protection may be imminent. We have no information evidencing Syncon's financial condition, but: (1) Given the state of affairs relative to the proposed Clear Creek Project for which Syncon sought the subject Interchange; (2) Given Syncon's counsel's representations regarding the potential for its filing for bankruptcy protection; (3) Given that there are no guarantees that NDOT would prevail in litigation; and (4) Given that NDOT has obtained a Settlement Offer of approximately one fourth of its demand, without litigation; (5) This office is of the opinion that NDOT's acceptance of Syncon's Settlement Offer is sound and in the best interests of the public.

In the event that Syncon does indeed file for bankruptcy protection, it is conceivable that a creditor may secure the court's order to have the settlement set aside and the proceeds returned, and this office has so informed its client.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of All Claims (hereinafter "AGREEMENT") is made and entered into by and between Syncon Homes, a corporation organized and existing under the laws of The State of Nevada (hereinafter "SYNCON") and The State of Nevada, acting by and through its Department of Transportation (hereinafter the "STATE").

WHEREAS, on or about April 4, 2005, SYNCON and the STATE entered into Developer Agreement No. R406-05-002 (hereinafter "DEVELOPER AGREEMENT"); and

WHEREAS, the DEVELOPER AGREEMENT acknowledges that a concrete median barrier is in place on U.S. Highway 50 between the limits of Milepost DO 13.62 and Milepost CC 6.69, and had an opening at Milepost CC 3.00, allowing for left turn access for adjacent property owners; and

WHEREAS, the DEVELOPER AGREEMENT acknowledges that the STATE had prioritized, designed and advertised to relocate a truck escape ramp situated near the concrete median barrier opening, and further acknowledged that the STATE estimated the construction cost for the proposed relocated truck escape ramp to be Eight Hundred Thousand and 00/100 Dollars (\$800,000.00); and

WHEREAS, the DEVELOPER AGREEMENT acknowledges that SYNCON was planning to develop a single-family residential subdivision, and in order to accommodate access to and from said subdivision, SYNCON desired to construct a full movement highway interchange on U. S. Highway 50, in the vicinity of the aforesaid concrete median barrier; and

WHEREAS, the DEVELOPER AGREEMENT acknowledges that a highway interchange on U. S. Highway 50, in the vicinity of the aforesaid concrete median barrier, and at the location desired by SYNCON, was neither planned by, nor a priority of the STATE; and

WHEREAS, the DEVELOPER AGREEMENT provides that its purpose is to eliminate the STATE's project for the relocation of the truck escape ramp, and to apply the associated construction cost of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) towards a project to: (a) Implement closing the median barrier opening; (b) Relocate the left turn access to U. S. Highway 50 to a location approximately one fourth ($\frac{1}{4}$) mile west of the then-current median barrier opening, through the construction of a full movement highway interchange; and (c) Provide public and private funding for such access relocation and interchange construction (hereinafter the "PROJECT"); and

WHEREAS, the DEVELOPER AGREEMENT provides that the PROJECT will also include certain drainage improvements, and further provides that the STATE will provide additional funding for the drainage improvements, in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00); and

WHEREAS, on September 12, 2005, SYNCON and the STATE entered into Amendment No. 1 to the DEVELOPER AGREEMENT, which Amendment did not alter the funding obligations of the parties thereto; and

WHEREAS, on January 12, 2006, SYNCON and the STATE entered into Amendment No. 2 to the DEVELOPER AGREEMENT, providing in part, that the STATE shall provide funding for all incurred PROJECT construction engineering costs; and

WHEREAS, the DEVELOPER AGREEMENT provides that SYNCON shall pay all costs associated with the PROJECT in excess of the One Million and 00/100 Dollars (\$1,000,000.00) allocated by the STATE; and

WHEREAS, the DEVELOPER AGREEMENT provides that SYNCON shall be responsible for the PROJECT's design engineering; and

WHEREAS, the PROJECT has been constructed, but a dispute has arisen between SYNCON and the STATE as to the responsibility for payment of certain PROJECT costs in an amount exceeding Four Hundred Thousand and 00/100 Dollars (\$400,000.00), which costs have been paid by the STATE, and for which the STATE has requested reimbursement from SYNCON; and

WHEREAS, the STATE believes that the responsibility for payment of the aforesaid sum is the responsibility of SYNCON, and in turn, SYNCON believes that the responsibility for payment lies with the STATE; and

WHEREAS, SYNCON and the STATE desire to settle and resolve any and all existing and potential claims, liabilities, controversies, demands, actions, causes of actions, and disputes arising out of and in any way related to their respective obligations for payment of costs associated with the PROJECT which constitutes the subject matter of that DEVELOPER AGREEMENT No. R406-05-002, entered into between the DEPARTMENT and SYNCON on April 4, 2005.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this AGREEMENT, the parties hereto agree as follows:

1. SETTLEMENT PAYMENT: For and in consideration of SYNCON's payment to the STATE of the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), and for and in consideration of the STATE's acceptance of said sum and forbearance from demands for further payment: (A) The State of Nevada, and The State of Nevada, acting by and through its Department of Transportation; (B) Syncon Homes, a corporation organized and existing under the laws of The State of Nevada; and (c) Each and every of the aforesaid entities' departments, divisions, agencies, officers, directors, partners, agents, contractors, servants, employees, independent representatives, personal representatives, shareholders, parent and subsidiary corporations, affiliates, predecessors in interest, successors in interest, assigns, spouses, and heirs, do hereby release and forever discharge each other from any and all existing and potential claims, liabilities, controversies, demands, actions, causes of action, and disputes arising out of

and in any way related to their respective obligations for payment of costs associated with the PROJECT which constitutes the subject matter of that DEVELOPER AGREEMENT No. R406-05-002, entered into between the DEPARTMENT and SYNCON on April 4, 2005. SYNCON's Settlement Payment shall be made by check, payable to the order of "The Nevada Department of Transportation", and SYNCON shall deliver the Settlement Payment to the STATE no later than August 31, 2011.

2. **NO ADMISSIONS:** It is understood and agreed by SYNCON and the STATE, that this AGREEMENT represents a compromise settlement of matters, and that the promises of payment made in consideration of this AGREEMENT shall not be construed to be an admission of any liability or obligation by the parties hereto.

3. **ENTIRE AGREEMENT:** This AGREEMENT contains the entire agreement between the parties hereto, and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This AGREEMENT is executed without reliance upon any promise, warranty, or representation by the parties or any representatives of the parties, other than those expressly contained herein, and the parties have carefully read this AGREEMENT, have been afforded the opportunity to be advised of its meanings and consequences by their attorneys, and sign the same of their own free will. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way, the meaning or interpretation of this AGREEMENT.

4. **CONSTRUCTION OF AGREEMENT:** Each party to this AGREEMENT has participated in the preparation and drafting of this AGREEMENT. As such, the parties acknowledge that any doctrine of law which may operate to imply any ambiguity in this AGREEMENT against any party hereto as the profferor of the AGREEMENT, is not applicable to this AGREEMENT. Accordingly, this AGREEMENT shall be interpreted as if the parties jointly and equally prepared and drafted each word, sentence, and paragraph herein.

5. **ATTORNEYS' FEES:** If any party to this AGREEMENT brings an action to enforce the AGREEMENT, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

6. **COSTS AND FEES:** The parties hereto shall bear their own costs, expenses, and attorneys' fees, incurred in or arising out of or in any way related to the matters released herein.

7. **APPLICABLE LAW:** This AGREEMENT shall be deemed to have been entered into and should be construed and enforced in accordance with the laws of the State of Nevada, as applied to contracts made and to be performed entirely within Nevada. The parties consent to the exclusive jurisdiction of the Nevada State District Courts for enforcement of this Agreement.

8. **SUCCESSORS AND ASSIGNS:** This AGREEMENT shall inure to the benefit of each party and their departments, divisions, agencies, officers, directors, partners, agents, contractors, servants, employees, independent representatives, personal representatives,

shareholders, parent and subsidiary corporations, affiliates, successors, assigns, spouses, and heirs.

9. **SEVERABILITY:** If any provision of this AGREEMENT is determined for any reason to be invalid or unenforceable, in whole or in part, by a court of law, such determination will not affect any other provision of this AGREEMENT.

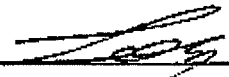
10. **MODIFICATION:** The terms of this AGREEMENT may only be modified by an amendment in writing, signed by the parties hereto.

11. **AUTHORITY TO EXECUTE:** The parties hereto represent and warrant that they have the authority to execute this AGREEMENT on behalf of the persons and entities on whose behalf they are signing.

IN WITNESS WHEREOF, the parties duly authorize and cause this AGREEMENT to be executed.

DATED this 9 day of Aug 2011

SYNCON HOMES, a corporation organized and existing under the laws of The State of Nevada



Leo A. Hardy
Name (Print)

Pres Chairman
Title (Print)

I have read the foregoing AGREEMENT, explained the terms to my client, Syncon Homes, a corporation organized and existing under the laws of The State of Nevada, and have advised my client to execute the same.

DATED this 4th day of August 2011

Law Offices of Heaton, Ltd.

Scott J. Heaton
Scott J. Heaton, Esq.

8

ACKNOWLEDGMENT

STATE OF NV
COUNTY OF Douglas

On this 9 day of Aug, 2011, before me, the undersigned, a Notary Public in and for the State of Nevada, personally appeared LEO A. HENLY, known to me or proven to be the person who executed the above and foregoing instrument, and who acknowledged to me that they did so in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument for the purpose therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL.

Dated this 9 day of Aug, 2011.

Linda Doerr
Notary Public in and for said County, State of Nevada



DATED this 30 day of August 2011

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

R. Scott Rawlins
Director

R. Scott Rawlins
Name (Print)

DATED this 25th day of August 2011

Approved as to Legality & Form.

Roger Kent Miles
Roger Kent Miles
Deputy Attorney General, State of Nevada

9



OFFICE OF THE DISTRICT ATTORNEY

CIVIL DIVISION

July 5, 2011

DAVID ROGER
District Attorney

Via U.S. Mail and Facsimile

CHRIS OWENS
Assistant District Attorney

MARY-ANNE MILLER
County Counsel

TERESA M. LOWRY
Assistant District Attorney

MARY-ANNE MILLER
County Counsel

The Honorable Brian Sandoval
101 North Carson Street
Carson City, Nevada 89701
Via Facsimile 1-775-684-5683

The Honorable Catherine Cortez Masto
Nevada Attorney General
100 North Carson Street
Carson City, Nevada 89701
Via Facsimile 1-775-684-1108

The Honorable Ross Miller
Nevada Secretary of State
101 North Carson Street, #3
Carson City, Nevada 89701
Via Facsimile 1-775-684-5725

Re: Return of Unconstitutional Diversion of Local Revenue

Dear Members of the Nevada State Board of Examiners:

Attached please find a summary of tax revenue diverted from the County of Clark to the State of Nevada General Fund pursuant to AB 543 of the 2009 Nevada Legislature. A review of the recent Nevada Supreme Court decision in *Clean Water Coalition v. The M. Resort*, 127 Nev. Adv. Op. No. 24 (May 26, 2011), establishes that AB 543 is a local and special law which violates Article 4, Sections 20 and 21 of the Nevada Constitution. Because AB 543 unconstitutionally diverted money from the County of Clark and deprived its citizens from its intended beneficial use, those funds must be returned to the County. Demand was made for the return of these funds to Treasurer Kate Marshall, and copied to General Masto and the State Comptroller. The recipients refused to act on that demand or to refer the matter to the Board of Examiners. By this correspondence, the County of Clark renews its demand for the return of this money to you, in both your official capacities and your joint duties as members of the Board of Examiners. Nothing in this demand should be construed as waiving a demand for any other inappropriately diverted monies; however, the County is open to a final resolution of all potential demands if the State and the County can reach agreement on an appropriate method of

500 S Grand Central Pky • PO Box 552215 • Las Vegas NV 89155-2215
(702) 455-4761 • Fax: (702) 382-5178 • TDD: (702) 385-7486

The Honorable Brian Sandoval
The Honorable Ross Miller
The Honorable Catherine Cortez Masto
July 5, 2011
Page 2

Re: Return of Unconstitutional Diversion of Local Revenue

recompensating the County for the loss of these funds. I am informed that the County of Washoe has indicated an intent to offset diverted funds from taxes currently due for distribution to the State. I remain available to discuss both that possible remedy and this claim.

Sincerely,

DAVID ROGER
DISTRICT ATTORNEY

By: 

MARY-ANNE MILLER
County Counsel

MAM:ab
Attachment

| 2009 Legislative Session (AB 543) | | | |
|--|---------------|------------------------------|-----------------------|
| | FY 2010 | FY 2011 | TOTAL |
| 4 cents ad valorem tax revenue - diverted from the Clark County operating rate to the State General Fund | \$ 30,328,198 | \$ 24,183,795 ⁽¹⁾ | \$ 54,511,993 |
| 5 cents ad valorem tax revenue - eliminated all available funding for capital projects from Clark County to the State General Fund ⁽²⁾⁽³⁾ | \$ 28,812,283 | \$ 19,208,757 ⁽¹⁾ | \$ 48,021,040 |
| TOTAL TAX REVENUE DIVERTED TO THE STATE GENERAL FUND | | | \$ 102,533,033 |

SOURCE: Clark County Treasurer monthly State of Nevada distribution account.

⁽¹⁾ For FY 2011, this amount does not reflect the final revenue distribution to the State. The distribution amounts as reported by the Clark County Treasurer are as of June 8, 2011 and are subject to audit.

⁽²⁾ AB 595 of the 2007 Legislative Session diverted up to 3 cents of the 5 cents ad valorem tax revenue for capital projects from Clark County to pay for State transportation projects. The diversion of the 3 cents was phased over a five-year period beginning July 1, 2008 and ending July 1, 2012.

⁽³⁾ AB 543 of the 2009 Legislative Session diverted the remaining 2 cents of the 5 cents ad valorem tax revenue for capital projects from Clark County to the State General Fund.

Assembly Bill No. 543-Committee on Ways and Means

CHAPTER.....

AN ACT relating to taxation; temporarily redirecting a portion of the taxes ad valorem levied in Clark and Washoe Counties to the State General Fund; revising the provisions governing the imposition and use of a supplemental governmental services tax in certain counties; temporarily redirecting a portion of certain taxes imposed in Clark County to the county general fund; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law authorizes a county to impose an ad valorem tax for capital projects in the amount of 5 cents per \$100 of the assessed valuation of the county. (NRS 354.59815) **Section 1** of this bill requires the deposit into the State General Fund of a portion of the proceeds of any such tax imposed during the next 2 fiscal years in a county whose population is 100,000 or more (currently Clark and Washoe Counties).

Existing law authorizes a board of county commissioners, after receiving the approval of the voters, to impose a supplemental governmental services tax of 1 cent on each \$1 valuation of a vehicle. (NRS 371.045) **Section 4** of this bill authorizes the board of a county whose population is 100,000 or more but less than 400,000 (currently Washoe County) to impose such a tax without voter approval and expands the purposes for which such a county may expend the proceeds thereof. **Section 5** of this bill expands the purposes for which a county whose population is 400,000 or more (currently Clark County) may expend the proceeds of such a tax.

Section 8 of this bill requires the deposit into the State General Fund of the portion of the property taxes levied for the next 2 fiscal years for operating purposes by Clark and Washoe Counties at the rate of 4 cents per \$100 of assessed valuation.

Section 9 of this bill requires the transfer to the general fund for Clark County of certain proceeds for the next 2 fiscal years of taxes imposed in the County on revenues from the rental of transient lodging, on the privilege of new residential, commercial, industrial and other development, and on the privilege of operating a vehicle on the public streets, roads and highways.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 354.59815 is hereby amended to read as follows:

354.59815 1. In addition to the allowed revenue from taxes ad valorem determined pursuant to NRS 354.59811, the board of county commissioners may levy a tax ad valorem on all taxable property in the county at a rate not to exceed 5 cents per \$100 of the assessed valuation of the county.

2. If a tax is levied pursuant to subsection 1 in:



(a) A county whose population is less than 100,000, the board of county commissioners shall direct the county treasurer to distribute quarterly the proceeds of the tax among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all of the local governments in the county for the 1990-1991 Fiscal Year.

(b) A county whose population is 100,000 or more, the board of county commissioners shall direct the county treasurer to distribute quarterly, from the proceeds of the tax for:

(1) The fiscal year beginning on July 1, 2008:

(I) Eighty-eight percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and

(II) Twelve percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

(2) The fiscal year beginning on July 1, 2009:

(I) ~~Seventy-six percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year;~~ **to the State Treasurer for deposit in the State General Fund;** and

(II) Twenty-four percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

(3) The fiscal year beginning on July 1, 2010:

(I) ~~Sixty-four percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year;~~ **to the State Treasurer for deposit in the State General Fund;** and



(II) Thirty-six percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

(4) The fiscal year beginning on July 1, 2011:

(I) Fifty-two percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and

(II) Forty-eight percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

(5) Each fiscal year beginning on or after July 1, 2012:

(I) Forty percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and

(II) Sixty percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

3. The board of county commissioners shall not reduce the rate of any tax levied pursuant to the provisions of subsection 1 without the approval of the State Board of Finance and each of the local governments that receives a portion of the tax, except that, if a local government declines to receive its portion of the tax in a particular year the levy may be reduced by the amount that local government would have received.

Sec. 2. NRS 244.33516 is hereby amended to read as follows:

244.33516 A board of county commissioners which, after ~~[March 25, 1991,]~~ **July 1, 2009**, imposes a tax pursuant to NRS 244.3351, 278.710, 365.203, 371.045, 373.030 or 377A.020 ~~+~~ **or section 4 of this act**, shall, by January 1, ~~[2001,]~~ **2011**, and every 10 years thereafter:

1. Prepare a comprehensive report which includes:

(a) A statement of the proposed uses during the following 10 years of the revenues to be collected from each tax imposed; and

(b) A projection of the principal amount of any general or special obligation bonds or other securities proposed to be issued



during the following 10 years to fund projects described in paragraph (a) of subsection 2 of NRS 244.33512;

2. Hold a public hearing to consider and solicit comments on the report; and

3. Provide a copy of the report to the next regular session of the Legislature.

Sec. 3. NRS 244A.256 is hereby amended to read as follows:

244A.256 1. A county may pledge any money received from the proceeds of taxes imposed pursuant to paragraph (a) of subsection 1 of NRS 244.3351 or paragraph (a) of subsection 1 of NRS 278.710 or pursuant to NRS 371.045 *or section 4 of this act* or, with the consent of the regional transportation commission, received from the proceeds of the tax imposed pursuant to NRS 377A.020, or any combination of money from those sources with revenue derived from the project financed with the proceeds of the obligations for whose payment those taxes are pledged, including any existing or future extensions or enlargements thereof, for the payment of general or special obligations issued for projects described in paragraph (a) of subsection 2 of NRS 244.33512, if the project for which the securities are issued could be directly funded with the taxes whose proceeds are pledged for the payment of the securities.

2. A county may pledge any money received from the proceeds of taxes imposed pursuant to paragraph (b) of subsection 1 of NRS 244.3351 or paragraph (b) of subsection 1 of NRS 278.710, or any combination of money from those taxes with revenue derived from the project financed with the proceeds of the obligations for whose payment those taxes are pledged, including any existing or future extensions or enlargements thereof, for the payment of general or special obligations issued for projects described in subsection 1 of NRS 244.33514, if the project for which the securities are issued could be directly funded with the taxes whose proceeds are pledged for the payment of the securities.

3. Any money pledged by the county pursuant to subsection 1 or 2 may be treated as pledged revenues of the project for the purposes of subsection 3 of NRS 350.020.

Sec. 4. Chapter 371 of NRS is hereby amended by adding thereto a new section to read as follows:

1. *A board of county commissioners of a county whose population is 100,000 or more but less than 400,000 may by ordinance, but not as in a case of emergency, impose a supplemental governmental services tax of not more than 1 cent on each \$1 of valuation of the vehicle for the privilege of*



operating upon the public streets, roads and highways of the county on each vehicle based in the county except:

(a) A vehicle exempt from the governmental services tax pursuant to this chapter; or

(b) A vehicle subject to NRS 706.011 to 706.861, inclusive, which is engaged in interstate or intercounty operations.

2. Collection of the tax imposed pursuant to this section must not commence earlier than the first day of the second calendar month after adoption of the ordinance imposing the tax.

3. Except as otherwise provided in subsection 4 and NRS 371.047, the county shall use the proceeds of the tax to pay the cost of:

(a) Projects related to the construction and maintenance of sidewalks, streets, avenues, boulevards, highways and other public rights-of-way used primarily for vehicular traffic, including, without limitation, overpass projects, street projects or underpass projects, as defined in NRS 244A.037, 244A.053 and 244A.055, respectively:

(1) Within the boundaries of the county;

(2) Within 1 mile outside the boundaries of the county if the board of county commissioners finds that such projects outside the boundaries of the county will facilitate transportation within the county; or

(3) Within 30 miles outside the boundaries of the county and the boundaries of this State, where those boundaries are coterminous, if:

(I) The projects consist of improvements to a highway which is located wholly or partially outside the boundaries of this State and which connects this State to an interstate highway; and

(II) The board of county commissioners finds that such projects will provide a significant economic benefit to the county;

(b) Payment of principal and interest on notes, bonds or other obligations incurred to fund projects described in paragraph (a); or

(c) Any combination of those uses.

4. The county may expend:

(a) Any proceeds of the supplemental governmental services tax authorized by this section, or any borrowing in anticipation of that tax, pursuant to an interlocal agreement between the county and the regional transportation commission of the county with respect to any projects to be financed with the proceeds of the tax.

(b) Any proceeds of the supplemental governmental services tax authorized by this section to pay the operating costs of the



county and any other costs to carry out the governmental functions of the county.

5. As used in this section, "based" has the meaning ascribed to it in NRS 482.011.

Sec. 5. NRS 371.045 is hereby amended to read as follows:

371.045 1. A board of county commissioners *of a county whose population is less than 100,000 or is 400,000 or more* may by ordinance, but not as in a case of emergency, after receiving the approval of a majority of the registered voters voting on the question at a primary, general or special election, impose a supplemental governmental services tax of not more than 1 cent on each \$1 of valuation of the vehicle for the privilege of operating upon the public streets, roads and highways of the county on each vehicle based in the county except:

(a) A vehicle exempt from the governmental services tax pursuant to this chapter; or

(b) A vehicle subject to NRS 706.011 to 706.861, inclusive, which is engaged in interstate or intercounty operations.

2. A county may combine this question with questions submitted pursuant to NRS 244.3351, 278.710 or 377A.020, or any combination thereof.

3. A special election may be held only if the board of county commissioners determines, by a unanimous vote, that an emergency exists. The determination made by the board is conclusive unless it is shown that the board acted with fraud or a gross abuse of discretion. An action to challenge the determination made by the board must be commenced within 15 days after the board's determination is final. As used in this subsection, "emergency" means any unexpected occurrence or combination of occurrences which requires immediate action by the board of county commissioners to prevent or mitigate a substantial financial loss to the county or to enable the board to provide an essential service to the residents of the county.

4. Collection of the tax imposed pursuant to this section must not commence earlier than the first day of the second calendar month after adoption of the ordinance imposing the tax.

5. Except as otherwise provided in subsection 6 and NRS 371.047, the county shall use the proceeds of the tax to pay the cost of:

(a) Projects related to the construction and maintenance of sidewalks, streets, avenues, boulevards, highways and other public rights-of-way used primarily for vehicular traffic, including, without



limitation, overpass projects, street projects or underpass projects, as defined in NRS 244A.037, 244A.053 and 244A.055, respectively:

- (1) Within the boundaries of the county;
- (2) Within 1 mile outside the boundaries of the county if the board of county commissioners finds that such projects outside the boundaries of the county will facilitate transportation within the county; or
- (3) Within 30 miles outside the boundaries of the county and the boundaries of this State, where those boundaries are coterminous, if:

(I) The projects consist of improvements to a highway which is located wholly or partially outside the boundaries of this State and which connects this State to an interstate highway; and

(II) The board of county commissioners finds that such projects will provide a significant economic benefit to the county;

(b) Payment of principal and interest on notes, bonds or other obligations incurred to fund projects described in paragraph (a); or

(c) Any combination of those uses.

6. The county may ~~expend the~~ :

(a) *Expend any* proceeds of the supplemental governmental services tax authorized by this section, ~~and NRS 371.047,~~ or any borrowing in anticipation of that tax, pursuant to an interlocal agreement between the county and the regional transportation commission of the county with respect to ~~the~~ any projects to be financed with the proceeds of the tax.

(b) *If the population of the county is 400,000 or more, expend any proceeds of the supplemental governmental services tax authorized by this section to pay the operating costs of the county and any other costs to carry out the governmental functions of the county.*

7. As used in this section, "based" has the meaning ascribed to it in NRS 482.011.

Sec. 6. NRS 371.047 is hereby amended to read as follows:

371.047 1. A county may use the proceeds of the tax imposed pursuant to NRS 371.045 ~~+~~ *or section 4 of this act*, or of bonds, notes or other obligations incurred to which the proceeds of those taxes are pledged to finance a project related to the construction of a highway with limited access, to:

(a) Purchase residential real property which shares a boundary with a highway with limited access or a project related to the construction of a highway with limited access, and which is adversely affected by the highway. Not more than 1 percent of the



proceeds of the tax or of any bonds to which the proceeds of the tax are pledged may be used for this purpose.

(b) Pay for the cost of moving persons whose primary residences are condemned for a right-of-way for a highway with limited access and who qualify for such payments. The board of county commissioners shall, by ordinance, establish the qualifications for receiving payments for the cost of moving pursuant to this paragraph.

2. A county may, in accordance with NRS 244.265 to 244.296, inclusive, dispose of any residential real property purchased pursuant to this section, and may reserve and except easements, rights or interests related thereto, including, but not limited to:

- (a) Abutter's rights of light, view or air.
- (b) Easements of access to and from abutting land.
- (c) Covenants prohibiting the use of signs, structures or devices advertising activities not conducted, services not rendered or goods not produced or available on the real property.

3. Proceeds from the sale or lease of residential real property acquired pursuant to this section must be used for the purposes set forth in this section and in NRS 371.045 ~~+~~ **or section 4 of this act, as applicable.**

4. For the purposes of this section, residential real property is adversely affected by a highway with limited access if the construction or proposed use of the highway:

- (a) Constitutes a taking of all or any part of the property, or interest therein;
- (b) Lowers the value of the property; or
- (c) Constitutes a nuisance.

5. As used in this section:

- (a) "Highway with limited access" means a divided highway for through traffic with full control of access and with grade separations at intersections.
- (b) "Primary residence" means a dwelling, whether owned or rented by the occupant, which is the sole principal place of residence of that occupant.
- (c) "Residential real property" means a lot or parcel of not more than 1.5 acres upon which a single-family or multifamily dwelling is located.

Sec. 7. NRS 482.181 is hereby amended to read as follows:

482.181 1. Except as otherwise provided in subsection 5, after deducting the amount withheld by the Department and the amount credited to the Department pursuant to subsection 6 of NRS 482.180, the Department shall certify monthly to the State Board of



Examiners the amount of the basic and supplemental governmental services taxes collected for each county by the Department and its agents during the preceding month, and that money must be distributed monthly as provided in this section.

2. Any supplemental governmental services tax collected for a county must be distributed only to the county, to be used as provided in NRS 371.045 and 371.047 ~~†~~ *and section 4 of this act.*

3. The distribution of the basic governmental services tax received or collected for each county must be made to the county school district within each county before any distribution is made to a local government, special district or enterprise district. For the purpose of calculating the amount of the basic governmental services tax to be distributed to the county school district, the taxes levied by each local government, special district and enterprise district are the product of its certified valuation, determined pursuant to subsection 2 of NRS 361.405, and its tax rate, established pursuant to NRS 361.455 for the fiscal year beginning on July 1, 1980, except that the tax rate for school districts, including the rate attributable to a district's debt service, is the rate established pursuant to NRS 361.455 for the fiscal year beginning on July 1, 1978, but if the rate attributable to a district's debt service in any fiscal year is greater than its rate for the fiscal year beginning on July 1, 1978, the higher rate must be used to determine the amount attributable to debt service.

4. After making the distributions set forth in subsection 3, the remaining money received or collected for each county must be deposited in the Local Government Tax Distribution Account created by NRS 360.660 for distribution to local governments, special districts and enterprise districts within each county pursuant to the provisions of NRS 360.680 and 360.690.

5. An amount equal to any basic governmental services tax distributed to a redevelopment agency in the Fiscal Year 1987-1988 must continue to be distributed to that agency as long as it exists but must not be increased.

6. The Department shall make distributions of the basic governmental services tax directly to county school districts.

7. As used in this section:

(a) "Enterprise district" has the meaning ascribed to it in NRS 360.620.

(b) "Local government" has the meaning ascribed to it in NRS 360.640.

(c) "Received or collected for each county" means:



(1) For the basic governmental services tax collected on vehicles subject to the provisions of chapter 706 of NRS, the amount determined for each county based on the following percentages:

| | | | |
|------------------|---------------|-----------------|---------------|
| Carson City..... | 1.07 percent | Lincoln..... | 3.12 percent |
| Churchill..... | 5.21 percent | Lyon..... | 2.90 percent |
| Clark..... | 22.54 percent | Mineral..... | 2.40 percent |
| Douglas..... | 2.52 percent | Nye..... | 4.09 percent |
| Elko..... | 13.31 percent | Pershing..... | 7.00 percent |
| Esmeralda..... | 2.52 percent | Storey..... | .19 percent |
| Eureka..... | 3.10 percent | Washoe..... | 12.24 percent |
| Humboldt..... | 8.25 percent | White Pine..... | 5.66 percent |
| Lander..... | 3.88 percent | | |

(2) For all other basic and supplemental governmental services tax received or collected by the Department, the amount attributable to each county based on the county of registration of the vehicle for which the tax was paid.

(d) "Special district" has the meaning ascribed to it in NRS 360.650.

Sec. 8. 1. Notwithstanding any other statutory provision to the contrary, the County Treasurer of Clark County shall distribute quarterly to the State Treasurer for deposit in the State General Fund, from the proceeds of the taxes ad valorem levied by that County for the operating expenses of the County during the fiscal years beginning on July 1, 2009, and July 1, 2010, the amount of those proceeds attributable to the levy of those taxes on all taxable property in the County at the rate of 4 cents per \$100 of assessed valuation. For the purposes of NRS 354.59811, the amount of the proceeds distributed to the State Treasurer pursuant to this subsection shall be deemed to constitute revenue received by Clark County from taxes ad valorem.

2. Notwithstanding any other statutory provision to the contrary, the County Treasurer of Washoe County shall distribute quarterly to the State Treasurer for deposit in the State General Fund, from the proceeds of the taxes ad valorem levied by that County for the operating expenses of the County during the fiscal years beginning on July 1, 2009, and July 1, 2010, the amount of those proceeds attributable to the levy of those taxes on all taxable property in the County at the rate of 4 cents per \$100 of assessed valuation. For the purposes of NRS 354.59811, the amount of the proceeds distributed to the State Treasurer pursuant to this



subsection shall be deemed to constitute revenue received by Washoe County from taxes ad valorem.

Sec. 9. Notwithstanding any other statutory provision to the contrary:

1. The Chief Financial Officer of Clark County shall:

(a) Determine the amount of:

(1) Any revenue for the fiscal years beginning on July 1 2009, and July 1, 2010, which is retained by the County pursuant to paragraph (b) of subsection 1 of NRS 244.33512;

(2) Any revenue for the fiscal years beginning on July 1 2009, and July 1, 2010, from any tax imposed in the County pursuant to NRS 278.710; and

(3) Any revenue for the fiscal years beginning on July 1 2009, and July 1, 2010, from any tax imposed in the County pursuant to NRS 371.045,

↳ which is not needed for debt service on any bonds or other securities which are payable from or secured by any of that revenue, or for any reserves therefor or any other expenses related to those bonds or other securities, or for any other existing contractual obligations, and which may be available, under the terms of any bonds or other securities to which all or any combination of such revenue has been pledged, for distribution pursuant to paragraph (b); and

(b) Transfer to the county general fund such a portion of the amount determined pursuant to paragraph (a) as the Board of County Commissioners of Clark County determines to be appropriate based upon any financial needs for existing contractual obligations, for bonds anticipated to be issued in the future, for anticipated future debt service on outstanding bonds and bonds anticipated to be issued in the future, and for any reserves therefor.

2. Any money transferred to the county general fund pursuant to subsection 1 may be expended to pay the operating costs of the county and any other costs to carry out the governmental functions of the county.

Sec. 10. The amendatory provisions of section 1 of this act must not be applied to modify, directly or indirectly, any taxes levied or revenues pledged in such a manner as to impair adversely any outstanding obligations of any county, city or town, including, without limitation, bonds, medium-term financing, letters of credit and any other financial obligation, until all such obligations have been discharged in full or provision for their payment and redemption has been fully made.



Sec. 11. This act becomes effective on July 1, 2009.

20 ~~~~~ 09





RECEIVED

JUL 08 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

State of Nevada
Office of State Controller
Carson City, Nevada 89701-4786

Kim R. Wallin, CMA, CFM, CPA
State Controller

Office: (775) 684-5777
Fax: (775) 684-5696

MEMORANDUM

July 8, 2011

To: Board of Examiners

From: Kim R. Wallin, CMA, CFM, CPA *KW*
State Controller

Subject: Refund of Tax Revenues to Washoe County, Nevada

The Controller's Office is formally requesting to be added to the July 20, 2011 Board of Examiners agenda.

On July 8, 2011, the Controller's Office received correspondence from Mr. John Breternitz, Chairman of the Washoe County Commission requesting a refund of tax revenues based on the recent Nevada Supreme Court decision in Case No. 57649, Clean Water Coalition v. The M Resort.

Attached to this memorandum is a copy of the Demand for Refund of Tax Revenues and Washoe County's summary of the diverted tax revenues.

Please confirm with my office that this item will be added to the July 20, 2011 agenda.

16



WASHOE COUNTY COMMISSION

"Dedicated to Excellence in Public Service"

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520-0027
Phone (775) 328-2005
Fax (775) 328-2037
www.washoecounty.us

July 6, 2011

932
Ms. Kim Wallin
Nevada State Controller
Nevada State Capital Building
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786

RECEIVED
JUL 08 2011

STATE CONTROLLER'S OFFICE

Re: Demand for Refund of Tax Revenues

Dear Ms. Wallin:

NRS 354.59815 authorizes boards of county commissioners throughout the state to levy certain ad valorem taxes on taxable property within their counties. Washoe County enacted such a tax. In 2007 the Nevada Legislature passed AB 595. Section 47, which applies in only two Nevada counties (Washoe and Clark), requires the State Treasurer to distribute proceeds of those locally-enacted property taxes to the State of Nevada for its use. In 2009 the Nevada Legislature passed AB 543 which again applies only in Washoe and Clark Counties and requires the State Treasurer to distribute proceeds of those locally-enacted property taxes to the State of Nevada for its use. The Nevada Supreme Court's recent decision in Case No. 57649, Clean Water Coalition v. The M Resort, 127 Nev. Adv. Op. No. 24 (May 26, 2011) makes clear the constitutional prohibition against the enactment of local and special laws. The redistribution of local revenues to the state pursuant to those enactments is a violation of the Nevada Constitution as established by the Clean Water Coalition case.

It is the duty of county commissioners to act in the best interest of the citizens of their counties and Washoe County taxpayers and citizens were disadvantaged by AB 595 of 2007 and AB 543 of 2009. At its duly noticed meeting of June 28, 2011, the Washoe County Board of Commissioners voted unanimously to authorize me to make this demand for the return of the unconstitutionally diverted Washoe County tax revenues. The County Commission also directed that this letter inform you that Washoe County will withhold payment to the state of any such revenues the County may still hold.

I have attached Washoe County's summary of the improperly diverted tax revenues. County Manager Katy Simon and I are available to you should you have questions regarding the County's demand.

Sincerely,

John Breternitz, Chairman
Washoe County Commission

JB/rl

Enc.

cc: Nevada Attorney General Catherine Cortez-Masto
Nevada State Treasurer Kate Marshall
Washoe County Commission

17

Diverted Ad Valorem Tax From Washoe County

| | Fiscal Year | | | Totals |
|---|-------------------|----------------------|---------------------|----------------------|
| | 2008/2009 | 2009/2010 | 2010/2011 | |
| Capital Facility Tax (5 Cents) State Highway Fund 1,2 | 641,633.00 | 1,265,719.00 | 1,699,972.00 | 3,607,324.00 |
| Capital Facility Tax (5 Cents) State General Fund 1,2 | - | 4,008,109.00 | 3,022,172.00 | 7,030,281.00 |
| Operating Tax (4 cents) 2 | - | 5,748,935.28 | 5,111,077.16 | 10,860,012.44 |
| Totals | 641,633.00 | 11,022,763.28 | 9,833,221.16 | 21,497,617.44 |

1. Pursuant to AB 595, 2007 Legislative Session
2. Pursuant to AB 543, 2009 Legislative Session

R
E
C
E
I
V
E
D
 JUL 08 2011

AV CONTROLLER'S OFFICE

Assembly Bill No. 595--Committee on Transportation

CHAPTER.....

AN ACT relating to vehicles; making various changes regarding the imposition, reporting, payment, collection, refunding, administration and enforcement of certain taxes on fuels; providing for the issuance of bonds by the county fair and recreation board in certain counties to assist in the funding of highway projects in the county; allocating a portion of the proceeds of certain taxes and fees to the construction and maintenance of public highways; requiring analyses of the costs and benefits of proposals for certain highway projects; requiring annual performance measurements of and various periodic reports by the Department of Transportation; revising the provisions governing the fees charged by a short-term lessor of a passenger car; providing penalties; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, a taxpayer is entitled to receive interest on an overpayment of taxes. (NRS 360.2935, 360A.110) **Section 2** of this bill provides that no interest will be paid on an overpayment of taxes on fuels if the overpayment is made intentionally or carelessly.

Under existing law, if the Department of Motor Vehicles issues a deficiency determination against a taxpayer for underpayment of taxes on fuels, the taxpayer may file a petition for redetermination and seek an oral hearing on the petition. (NRS 360A.160, 360A.180) **Section 3** of this bill changes the hearing to an administrative hearing.

Under existing law, persons licensed under chapter 365 of NRS are required to submit reports and pay excise taxes to the Department for motor vehicle and other fuels subject to that chapter. (NRS 365.170, 365.175) **Section 5** of this bill imposes similar requirements on unlicensed persons who collect such excise taxes.

Existing law in chapter 366 of NRS concerning taxes on special fuels includes provisions relating to the confidentiality of records, the unlawful disclosure of information, false or fraudulent reports, and the sealing of fuel pumps. (NRS 366.160, 366.180, 366.710, 366.715) **Sections 6-9** of this bill add similar provisions to chapter 365 of NRS concerning taxes on motor vehicle and other fuels.

Under existing law, licenses issued pursuant to chapter 365 of NRS for dealers, suppliers, transporters and exporters are valid until suspended, revoked or cancelled. (NRS 365.304) **Section 15** of this bill limits the validity of each such license to 1 year and requires the Department to adopt regulations providing for the renewal of such licenses.

Existing law in chapter 366 of NRS concerning taxes on special fuels includes provisions governing the due date of such taxes. (NRS 366.370) **Section 18** of this bill adds similar provisions to chapter 365 of NRS concerning taxes on motor vehicle and other fuels. (NRS 365.330)

Section 21 of this bill increases the power of the Department and its agents to make examinations and inspections, including the power to stop and inspect motor vehicles that are using or transporting motor vehicle and other fuels, to determine



whether all excise taxes due pursuant to chapter 365 of NRS are being properly reported and paid. (NRS 365.500)

Under existing law, persons licensed under chapter 366 of NRS are required to file tax returns and pay excise taxes to the Department for special fuels subject to that chapter. (NRS 366.380, 366.383, 366.386, 366.540) **Section 26** of this bill imposes similar requirements on unlicensed persons who collect such excise taxes.

Existing law in chapter 365 of NRS concerning taxes on motor vehicle and other fuels includes provisions relating to the liability of a person for willfully failing to collect or pay excise taxes, the records that must be maintained by retailers, the payment of the costs of prosecuting violations, and the enforcement of the provisions of the chapter by county sheriffs and other peace officers. (NRS 365.351, 365.510, 365.590, 365.610) **Sections 27-30** of this bill add similar provisions to chapter 366 of NRS concerning taxes on special fuel.

Under existing law, licenses issued pursuant to chapter 366 of NRS for special fuel dealers, special fuel suppliers, special fuel transporters and special fuel exporters are valid until suspended, revoked or cancelled, and licenses for special fuel users are valid for 1 year. (NRS 366.260) **Section 36** of this bill limits the validity of each such license to 1 year and requires the Department to adopt regulations providing for the renewal of such licenses.

Section 46 of this bill revises the provisions in NRS 366.720 that establish various violations and penalties relating to taxes on special fuels by specifying that each day during which such a violation occurs constitutes a separate offense.

Section 46.5 of this bill requires the county fair and recreation board in a county whose population is 400,000 or more (currently Clark County) to issue, under certain conditions, bonds to assist in the funding of highway projects in that county. **Section 55.3** of this bill requires annual reports by the Department of Transportation on the projects undertaken with that funding.

Existing law authorizes a county to impose an ad valorem tax for capital projects in the amount of 5 cents per \$100 of the assessed valuation of the county. (NRS 354.59815) **Section 47** of this bill requires the allocation of an incrementally increasing portion, which will not exceed 60 percent, of the proceeds of any such tax imposed in a county with a population of 100,000 or more (currently Clark and Washoe Counties) to the State Highway Fund for use in the construction and maintenance of the public highways in that county.

Section 47.2 of this bill requires the adoption of performance measurements for the Department of Transportation and annual reports of performance. **Section 47.3** of this bill requires the Department to prepare a written analysis of the costs and benefits of each proposal for a highway project that will cost \$25 million or more. **Section 55.5** of this bill requires quarterly reports by the Department on the status of certain proposed highway projects.

Existing law authorizes a short-term lessor of a passenger car to impose a recovery surcharge of 4 percent of the total amount for which the car is leased. (NRS 482.313) **Section 49** of this bill mandates the imposition of that fee and requires the deposit of one-quarter of the proceeds thereof into the State Highway Fund for use in the construction and maintenance of the public highways.

Existing law prescribes a maximum amount of \$15 per day that a short-term lessor of vehicles may charge for a waiver of damages. (NRS 482.31565) **Section 49.5** of this bill increases that amount to \$22 and provides for subsequent annual increases in that amount based upon increases in the Consumer Price Index.

Existing law prescribes a maximum amount of \$5 per day that a short-term lessor of vehicles may charge for more than one additional driver. (NRS 482.3158) **Section 49.7** of this bill increases that amount to \$10, provides for subsequent



annual increases in that amount based upon increases in the Consumer Price Index and authorizes the imposition of the charge for any additional drivers.

Existing law authorizes a purchaser of motor vehicle fuel or special fuel from a supplier to apply to the Department for a permit to defer payment of the taxes to the supplier, and authorizes the supplier to deduct from his tax payments to the Department the amount of such deferred taxes. (NRS 365.326, 365.328, 366.397, 366.540) **Sections 42 and 55** of this bill delete or repeal those provisions. **Section 55** also repeals NRS 366.360 because its provisions are being added to NRS 366.350 by **section 38** of this bill.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 360A.050 is hereby amended to read as follows:

360A.050 ~~{Except for any payments authorized pursuant to NRS 365.328, 365.340, 366.375 and 366.397, if}~~ **If** the Department grants an extension of time for paying any amount required to be paid pursuant to chapter 365, 366 or 373 of NRS or NRS 590.120 or 590.840, a person who pays the amount within the period for which the extension is granted shall pay, in addition to the amount owing, interest at the rate of 1 percent per month from the date the amount would have been due without the extension until the date of payment.

Sec. 2. NRS 360A.110 is hereby amended to read as follows:

360A.110 ~~{In}~~

1. Except as otherwise provided in subsection 2, in making a determination, the Department may offset overpayments for a period or periods, together with interest on the overpayments, against underpayments for another period or periods or against penalties and the interest on underpayments.

2. No interest is allowed on any overpayment that the Department determines has been made intentionally or by reason of careless reporting.

Sec. 3. NRS 360A.180 is hereby amended to read as follows:

360A.180 **1.** If a petition for redetermination is filed within the period prescribed in NRS 360A.160, the Department shall reconsider the determination and, if the person has so requested in the petition, grant the person an ~~{oral}~~ **administrative** hearing and give him at least 10 days' notice of the time and place of the hearing.

2. ~~{The Department may continue the}~~ Any hearing held pursuant to subsection 1 may be continued from time to time as may be necessary.



3. *A petitioner aggrieved by the decision of the Department may appeal the decision by submitting a written request to the Department for an administrative hearing not more than 30 days after notice of the redetermination was made by the Department.*

Sec. 4. Chapter 365 of NRS is hereby amended by adding thereto the provisions set forth as sections 5 to 9, inclusive, of this act.

Sec. 5. *Every person not licensed pursuant to this chapter who collects an excise tax shall:*

1. *Not later than the last day of each calendar month, submit a statement to the Department of all such taxes collected during the preceding calendar month; and*

2. *In accordance with the provisions of NRS 365.330, pay the tax to the Department.*

Sec. 6. *All supporting schedules, invoices and other pertinent papers relating to the business affairs and operations of any supplier, dealer, exporter or transporter, and any information obtained by an investigation of the records and equipment of any supplier, dealer, exporter or transporter, shall be deemed confidential and must not be revealed to any person except as necessary to administer this chapter or as otherwise provided by law.*

Sec. 7. 1. *It is unlawful for the Department or any person having an administrative duty under this chapter to divulge or to make known in any manner whatever the business affairs, operations or information obtained by an investigation or examination of the records of any person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof set forth or disclosed in any report, or to permit any report or copy thereof to be seen or examined by any person except as otherwise provided in section 6 of this act and NRS 365.140.*

2. *Any violation of the provisions of subsection 1 is a gross misdemeanor.*

Sec. 8. *Any person required to make, submit, sign or verify any report who makes any false or fraudulent report with intent to defeat or evade the assessment required by law to be made is guilty of a gross misdemeanor.*

Sec. 9. 1. *The Department may seal a fuel pump of a retailer or dealer, or the metered pipes and hoses of a rack of a dealer or supplier, if the retailer, dealer or supplier:*

(a) *Becomes delinquent in payment of any amount due pursuant to the provisions of this chapter;*



22

(b) Operates without the license required by the provisions of this chapter; or

(c) Operates without the bond or cash deposit required by the provisions of this chapter.

2. A fuel pump of a retailer or dealer, or the metered pipes and hoses of a rack of a dealer or supplier, may be sealed until all required reports are filed, the tax, penalties and interest are paid in full, the required license is obtained and the bond or cash deposit is provided.

3. Before sealing a fuel pump or the metered pipes and hoses of a rack, the Department must send a notice by registered or certified mail to the retailer, dealer or supplier at his last known address ordering him to appear before the Department at a time not less than 10 days after the mailing of the notice and show cause why the fuel pump or the metered pipes and hoses of the rack should not be sealed.

Sec. 10. NRS 365.092 is hereby amended to read as follows:

365.092 "Transporter" means a person, except a supplier or an exporter licensed pursuant to this chapter, who transports motor vehicle fuel or fuel for jet or turbine-powered aircraft *by pipeline, rail or truck* in interstate commerce to or from any point within this State, or solely within this State.

Sec. 11. NRS 365.140 is hereby amended to read as follows:

365.140 The Department ~~shall,~~ *may*, upon a request from the officials to whom is entrusted the enforcement of the motor vehicle fuel tax laws of any other state, if the other state furnishes ~~like~~ *similar* information to this State, forward any information which it may have in its possession relative to the manufacture, receipt, *storage, delivery*, sale, use, transportation, ~~or~~ *shipment or other disposition* by any *supplier, dealer, exporter, transporter or other* person of motor vehicle fuel or fuel for jet or turbine-powered aircraft.

Sec. 12. NRS 365.170 is hereby amended to read as follows:

365.170 Except as otherwise provided in NRS 365.135, every dealer shall ~~not~~ :

*1. Not later than the last day of each calendar month ~~to~~ *submit* to the Department a statement of all aviation fuel and fuel for jet or turbine-powered aircraft sold, distributed or used by him in this State, as well as all such fuel sold, distributed or used in this State by a purchaser thereof upon which sale, distribution or use the dealer has assumed liability for the tax thereon pursuant to NRS 365.020, during the preceding calendar month; and*



2. ~~{Pay}~~ *In accordance with the provisions of NRS 365.330, pay* an excise tax on:

(a) All fuel for jet or turbine-powered aircraft in the amount of 1 cent per gallon, plus any applicable amount imposed pursuant to NRS 365.203; and

(b) Aviation fuel in the amount of 2 cents per gallon, plus any applicable amount imposed pursuant to NRS 365.203,

~~so sold, distributed or used . {, in the manner and within the time prescribed in this chapter.}~~

Sec. 13. NRS 365.175 is hereby amended to read as follows:

365.175 Except as otherwise provided in NRS 365.135, every supplier shall ~~{, not}~~ :

1. *Not* later than the last day of each calendar month ~~{,~~

~~—1. Submit~~, *submit* to the Department a statement of all motor vehicle fuel, except aviation fuel, sold, distributed or used by him in this State ~~{,} during the preceding calendar month;~~ and

2. ~~{Pay}~~ *In accordance with the provisions of NRS 365.330, pay* an excise tax on all motor vehicle fuel, except aviation fuel, in the amount of 17.65 cents per gallon *so* sold, distributed or used . ~~{in the manner prescribed in this chapter.}~~

Sec. 14. NRS 365.290 is hereby amended to read as follows:

365.290 1. Before granting any application for a license as a dealer or supplier, the Department shall require the applicant to file with the Department a bond executed by the applicant as principal, and by a corporation qualified under the laws of this State as surety, payable to this State and conditioned upon the faithful performance of all the requirements of this chapter and upon the punctual payment of all excise taxes, penalties and other obligations of the applicant as a dealer or supplier.

2. The total amount of the bond or bonds required of any dealer or supplier must be fixed by the Department at three times the estimated maximum monthly tax, determined in such a manner as the Department deems proper, or \$1,000, whichever is greater. If ~~{the Department determines that}~~ a person is habitually delinquent in the payment of amounts due pursuant to this chapter, ~~{it}~~ *the Department* may increase the amount of his security to not more than five times the estimated maximum monthly tax. When cash or a savings certificate, certificate of deposit or investment certificate is used, the amount required must be rounded off to the next larger integral multiple of \$100, within the same upper limit.

3. The Department may increase or decrease the amount of security required by this section subject to the limitations provided in this section.



4. No recovery on any bond, ~~nor the~~ execution of any new bond, ~~nor the~~ or revocation, cancellation or suspension of any license, affects the validity of any bond.

5. In lieu of any bond or bonds, a dealer or supplier may deposit with the Department, under such terms and conditions as the Department may prescribe, ~~a like~~ *an equivalent* amount of lawful money of the United States or any other form of security authorized by NRS 100.065. If security is provided in the form of a savings certificate, certificate of deposit or investment certificate, the certificate must state that the amount is unavailable for withdrawal except upon order of the Department.

6. *If the amount of security required by this section is decreased pursuant to subsection 3, the Department shall immediately reinstate the original requirements for a bond for a holder of a license as a dealer or supplier upon his:*

(a) Lack of faithful performance of the requirements of this chapter; or

(b) Failure to pay punctually all taxes, fees, penalties and interest due the State of Nevada.

7. *For the purposes of this section, a person is "habitually delinquent" if, within any 12-month period, the person commits each of the following acts or commits either of the following acts more than once:*

(a) Fails timely to file a monthly tax return, unless the Department determines that:

(1) The failure to file was caused by circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care; and

(2) The person has paid any penalty and interest imposed by the Department because of the failure to file.

(b) Fails timely to submit to the Department any tax collected by the person pursuant to this chapter.

Sec. 15. NRS 365.304 is hereby amended to read as follows:

365.304 1. A license issued pursuant to this chapter:

~~1-~~ (a) Is valid ~~until~~ *for 1 year, unless* suspended, revoked or cancelled.

~~2-~~ (b) Is not transferable.

2. *The Department shall adopt regulations providing for the renewal of such licenses.*

Sec. 16. NRS 365.306 is hereby amended to read as follows:

365.306 If any person ceases to be a dealer, supplier, exporter or transporter within this State by reason of the discontinuance, sale or transfer of his business, he shall:



1. Notify the Department in writing at the time the discontinuance, sale or transfer takes effect. The notice must give the date of the discontinuance, sale or transfer, and the name and address of any purchaser or transferee.

2. Surrender to the Department the license issued to him pursuant to this chapter.

3. If he is:

(a) A dealer, file a monthly tax return and pay all taxes, interest and penalties required pursuant to chapter 360A of NRS and NRS 365.170 and 365.203 on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(b) A supplier, file a monthly tax return and pay all taxes, interest and penalties required pursuant to chapter 360A of NRS and NRS 365.175 to 365.192, inclusive, on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(c) An exporter, file the report required pursuant to NRS 365.515 on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(d) A transporter, file the report required pursuant to NRS 365.520 ~~{within 25 days after the end}~~ *on or before the last day* of the month *following the month* of the discontinuance, sale or transfer of the business.

Sec. 17. NRS 365.324 is hereby amended to read as follows:

365.324 1. Except as otherwise provided in ~~{subsections 2 and 3,}~~ *subsection 2*, each supplier who sells or distributes motor vehicle fuel, other than aviation fuel, shall, at the time the motor vehicle fuel is distributed from a terminal, collect the taxes imposed pursuant to NRS 365.175 to 365.192, inclusive.

2. ~~{A supplier may sell motor vehicle fuel, other than aviation fuel, to a purchaser without collecting the taxes imposed pursuant to NRS 365.175 to 365.192, inclusive, if the purchaser of the motor vehicle fuel:~~

~~— (a) Has been issued a permit by the Department pursuant to NRS 365.328; and~~

~~— (b) Elects to defer payment of the taxes.~~

~~— 3.} A supplier shall not collect the taxes imposed pursuant to NRS 365.175 to 365.192, inclusive, if the purchaser of the motor vehicle fuel is:~~

~~(a) A supplier; or~~

~~(b) An exporter.~~



26

3. *A supplier or exporter shall not purchase motor vehicle fuel on which the tax has been paid, except that a newly licensed supplier or exporter may purchase such fuel during its first month of operation.*

4. A supplier who sells motor vehicle fuel, other than aviation fuel, to any other supplier shall keep such records of the transaction as the Department may require. The Department shall adopt regulations setting forth:

(a) The records which must be kept by ~~{the dealer}~~ *a supplier* pursuant to this subsection; and

(b) The period for which those records must be kept. ~~{by the dealer.}~~

Sec. 18. NRS 365.330 is hereby amended to read as follows:

365.330 1. The excise taxes ~~{prescribed in}~~ *imposed by* this chapter ~~{must be paid on or before the last day of each calendar month to the Department.}~~ *are due on or before the last day of the first month following the month to which they relate.*

2. *If the due date falls on a Saturday, Sunday or legal holiday, the next business day is the final due date.*

3. *Payment shall be deemed received on the date shown by the cancellation mark stamped by the United States Postal Service or the postal service of any other country upon an envelope containing payment properly addressed to the Department.*

4. The Department shall deliver the taxes to the State Treasurer, who shall provide ~~{to the dealer, supplier or user}~~ a receipt for the payment of the taxes ~~{~~

~~2.}~~ *to the person who made the payment.*

5. Except as otherwise provided in subsection ~~{3.}~~ 6:

(a) From the tax found to be due upon any statement submitted by a dealer pursuant to NRS 365.170, the dealer may retain an amount equal to 2 percent of the amount of the tax collected to cover the dealer's costs of collection of the tax and of compliance with this chapter, and the dealer's handling losses occasioned by evaporation, spillage or other similar causes.

(b) Each supplier may retain an amount equal to 2 percent of the amount of the tax collected by the supplier to cover the supplier's costs of collection of the tax and of compliance with this chapter, and the supplier's handling losses occasioned by evaporation, spillage or other similar causes.

~~{3.}~~ 6. A dealer or supplier who fails to submit a tax return when due pursuant to this chapter or fails to pay the tax when due pursuant to this chapter is not entitled to retain any of the amount



authorized pursuant to subsection ~~4~~ 5 for any month for which a tax return is not filed when due or a payment is not made when due.

~~4~~ 7. If the Department determines that a dealer or supplier, *or any unlicensed person who collects an excise tax*, has failed to submit a tax return when due pursuant to this chapter or failed to pay the tax when due pursuant to this chapter, the Department may order the dealer, ~~or~~ supplier *or unlicensed person* to hold the amount of all taxes collected pursuant to this chapter in a separate account in trust for the State. The dealer, ~~or~~ supplier *or unlicensed person* shall comply with the order immediately upon receiving notification of the order from the Department.

Sec. 19. NRS 365.340 is hereby amended to read as follows:

365.340 1. If the amount of any excise tax for any month is not paid to the State on or before the ~~last day of the next month,~~ *date due*, it becomes delinquent at the close of business on that day. ~~[A dealer, supplier or user may have up to 15 additional days to make the payment if he makes written application to the Department on or before the day the payment is due and the Department finds good cause for the extension.]~~

2. The proceeds from any penalty levied for the delinquent payment of an excise tax must be deposited with the State Treasurer to the credit of the State Highway Fund.

Sec. 20. NRS 365.370 is hereby amended to read as follows:

365.370 Any person who exports any motor vehicle fuel or fuel for jet or turbine-powered aircraft from this State, or who sells any such fuel to the United States Government for official use of the United States Armed Forces, or who buys and uses any such fuel for purposes other than for the propulsion of motor vehicles or jet or turbine-powered aircraft, and who has paid any tax on such fuel levied or directed to be paid as provided by this chapter, either directly by the collection of the tax by the vendor from the customer or indirectly by the addition of the amount of the tax to the price of the fuel, must be reimbursed and repaid the amount of the tax so paid by him, except as follows:

1. ~~[Refund claims]~~ *Claims for refunds* must be paid by prescribed classes in accordance with the ~~[department's regulations.]~~ *regulations of the Department.*

2. The minimum claim for *a* refund must be based on at least 200 gallons *of such fuel* purchased ~~[and used]~~ *in this State within a 6-month period [] which is used for a purpose that is exempt from payment of the excise taxes imposed by this chapter.*



3. No refund of motor vehicle fuel taxes may be made for off-highway use of motor vehicle fuel consumed in watercraft in this State for recreational purposes.

4. A person who exports, sells, buys or uses aviation fuel for any purpose is not entitled to reimbursement of any tax paid by him on such fuel.

Sec. 21. NRS 365.500 is hereby amended to read as follows:

365.500 1. Every dealer, supplier, exporter and transporter shall cause to be kept a true record, in such form as may be prescribed or approved by the Department, of all stocks of motor vehicle fuel and fuel for jet or turbine-powered aircraft and of other inflammable or combustible liquids, and of all manufacture, refining, compounding, blending, purchases, receipts, exportations, transportations, use, sales and distribution thereof.

2. The *Department or its authorized agents may:*

(a) *Examine the books, records, papers and equipment of any dealer, supplier, exporter or transporter of such fuel or liquids, or of any other person transporting or storing such fuel or liquids;*

(b) *Investigate the character of the disposition which any person makes of such fuel or liquids; and*

(c) *Stop and inspect a motor vehicle that is using or transporting such fuel or liquids,*

↳ to determine whether all excise taxes due pursuant to this chapter are being properly reported and paid.

3. *Books and records* ~~are subject to inspection at all times within business hours by the Department or its authorized agents, and~~ *subject to examination pursuant to subsection 2* must remain available for ~~inspection~~ *examination* for a period of 4 years after the date of any entry therein.

~~{3-}~~ 4. If a dealer, supplier, exporter or transporter wishes to keep proper books and records pertaining to business done in Nevada elsewhere than within the State of Nevada for inspection as provided in this section, he must pay a fee for the examination in an amount per day equal to the amount set by law for out-of-state travel for each day or fraction thereof during which the examiner is actually engaged in examining those books and records, plus the actual expenses of the examiner during the time that the examiner is absent from this State for the purpose of making the examination, but the time must not exceed 1 day going to and 1 day coming from the place where the examination is to be made in addition to the number of days or fractions thereof the examiner is actually engaged in auditing those books and records. Not more than two such



examinations may be charged against any dealer, supplier, exporter or transporter in any year.

~~{4.}~~ 5. Any money received must be deposited by the Department to the credit of the fund or operating account from which the expenditures for the examination were paid.

~~{5.}~~ 6. Upon the demand of the Department, each dealer, supplier, exporter or transporter shall furnish a statement showing the contents of the *books and* records to such extent and in such detail and form as the Department may require.

Sec. 22. NRS 365.520 is hereby amended to read as follows:

365.520 1. Every transporter, except a dealer licensed under this chapter or a wholesale distributor transporting the products of a dealer licensed under this chapter, who transports motor vehicle fuel or fuel for jet or turbine-powered aircraft in interstate commerce to or from any point within this State, or solely within this State, shall report all ~~{of}~~ those deliveries to the Department.

2. A report must be made for each calendar month and must be filed ~~{within 25 days after the end of the month for which the report is made.}~~ *not later than the last day of each month for the deliveries made during the preceding month.* The report must show:

(a) The name and address of every consignor and consignee and of every person other than the designated consignee to whom delivery has actually been made.

(b) The date of every delivery.

(c) The amount of every delivery in gallons.

(d) Such other information as the Department may require.

Sec. 23. NRS 365.545 is hereby amended to read as follows:

365.545 1. The proceeds of all taxes on fuel for jet or turbine-powered aircraft imposed pursuant to the provisions of NRS 365.170 or 365.203 must be deposited in the Account for Taxes on Fuel for Jet or Turbine-Powered Aircraft in the State General Fund and must be allocated monthly by the Department to the:

(a) Governmental entity which operates the airport at which the tax was collected, if the airport is operated by a governmental entity;

(b) Governmental entity which owns the airport at which the tax was collected, if the airport is owned but not operated by a governmental entity; or

(c) County in which is located the airport at which the tax was collected, if the airport is neither owned nor operated by a governmental entity.

2. Except as otherwise provided in subsection 3, the money allocated pursuant to subsection 1:



(a) Must be used by the governmental entity receiving it to pay the cost of:

(1) Transportation projects related to airports, including access on the ground to airports;

(2) The payment of principal and interest on notes, bonds or other obligations incurred to fund projects described in subparagraph (1);

(3) Promoting the use of an airport located in a county whose population is less than 400,000, including, without limitation, increasing the number and availability of flights at the airport;

(4) Contributing money to the Trust Fund for Aviation created by NRS 494.048; or

(5) Any combination of those purposes; and

(b) May also be pledged for the payment of general or special obligations issued to fund projects described in paragraph (a). Any money pledged pursuant to this paragraph may be treated as pledged revenues of the project for the purposes of subsection 3 of NRS 350.020.

3. Any money allocated pursuant to subsection 1 to a county whose population is 400,000 or more and in which a regional transportation commission has been created pursuant to chapter 373 of NRS, from the proceeds of the tax imposed pursuant to ~~subparagraph (1) of paragraph (b) of subsection 1~~ **paragraph (a) of subsection 2** of NRS 365.170 on fuel for jet or turbine-powered aircraft sold, distributed or used in that county, excluding the proceeds of any tax imposed pursuant to NRS 365.203, may, in addition to the uses authorized pursuant to subsection 2, be allocated by the county to that regional transportation commission. The money allocated pursuant to this subsection to a regional transportation commission:

(a) Must be used by the regional transportation commission:

(1) To pay the cost of transportation projects described in a regional plan for transportation established by that regional transportation commission pursuant to NRS 373.1161;

(2) For the payment of principal and interest on notes, bonds or other obligations incurred to fund projects described in subparagraph (1); or

(3) For any combination of those purposes; and

(b) May also be pledged for the payment of general or special obligations issued by the county at the request of the regional transportation commission to fund projects described in paragraph (a). Any money pledged pursuant to this paragraph may be treated



as pledged revenues of the project for the purposes of subsection 3 of NRS 350.020.

Sec. 24. NRS 365.575 is hereby amended to read as follows:

365.575 An exporter shall not sell or distribute motor vehicle fuel ~~{, other than aviation fuel,}~~ in this State. An exporter who violates the provisions of this section:

1. Is guilty of a misdemeanor; and

2. Shall, within the period prescribed in NRS ~~{365.175,}~~ **365.330**, pay to the Department the taxes imposed pursuant to NRS 365.175 to 365.192, inclusive, on all motor vehicle fuel ~~{, other than aviation fuel,}~~ sold or distributed in this State.

Sec. 25. Chapter 366 of NRS is hereby amended by adding thereto the provisions set forth as sections 26 to 30, inclusive, of this act.

Sec. 26. *Every person not licensed pursuant to this chapter who collects an excise tax shall, not later than the last day of each calendar month, file with the Department a tax return upon which is reported all such taxes collected during the preceding calendar month and, in accordance with the provisions of NRS 366.370, pay the tax to the Department.*

Sec. 27. *1. A responsible person who willfully fails to collect or pay to the Department the tax imposed by this chapter or who willfully attempts to evade the payment of the tax is jointly and severally liable with the special fuel dealer or special fuel supplier for the tax owed, plus interest and all applicable penalties. The responsible person shall pay the tax upon notice from the Department that it is due.*

2. As used in this section, "responsible person" includes:

(a) An officer or employee of a corporation; and

(b) A member or employee of a partnership or limited-liability company,

↪ whose job or duty it is to collect, account for or pay to the Department the tax imposed by this chapter.

Sec. 28. *1. Every retailer shall maintain and keep within the State for a period of 4 years a true record of special fuel received, the price thereof and the name of the person who supplied the special fuel, together with delivery tickets, invoices and such other records as the Department may require.*

2. Such records are subject to inspection by the Department or its authorized agents at all times during business hours.

Sec. 29. *The Department is authorized to have paid out of the State Highway Fund all expenses incurred in the prosecution*



before any court of this State of any person charged with the violation of any provision of this chapter.

Sec. 30. *County sheriffs and all other peace officers and traffic officers of this State shall, without further compensation, assist in the enforcement of this chapter, and make arrests for that purpose when requested by the Department or its duly authorized agents.*

Sec. 31. NRS 366.075 is hereby amended to read as follows:

366.075 "Special fuel transporter" means a person, except a special fuel supplier or special fuel exporter licensed pursuant to this chapter, who transports special fuel in interstate commerce *by pipeline, rail or truck* to or from any point within this State, or solely within this State.

Sec. 32. NRS 366.140 is hereby amended to read as follows:

366.140 1. Every special fuel supplier, special fuel dealer, special fuel exporter, special fuel transporter, special fuel user and retailer, and every other person transporting or storing special fuel in this State shall keep such records, receipts, invoices and other pertinent papers with respect thereto as the Department requires.

2. The records, receipts, invoices and other pertinent papers described in subsection 1 must be preserved for 4 years after the date on which the record, receipt, invoice or other pertinent paper was created or generated.

3. The records, receipts, invoices and other pertinent papers must be available at all times during business hours to the Department or its authorized agents.

4. *In addition to any other penalty that may be imposed, any violation of the provisions of this section constitutes grounds for the Department to deny any future application for a license pursuant to this chapter that is submitted by a person who is determined to be responsible for the violation.*

Sec. 33. NRS 366.207 is hereby amended to read as follows:

366.207 1. Except as otherwise provided in ~~subsections 2 and 3,~~ *subsection 2*, each special fuel supplier who sells or distributes special fuel to which dye has not been added shall, at the time the special fuel is purchased, collect the tax imposed pursuant to NRS 366.190.

2. ~~A special fuel supplier may sell special fuel to a purchaser without collecting the tax imposed pursuant to NRS 366.190 if the purchaser of the special fuel:~~

~~(a) Has been issued a permit by the Department pursuant to NRS 366.397; and~~

~~(b) Elects to defer payment of the tax.~~



~~3.~~ A special fuel supplier shall not collect the tax imposed pursuant to NRS 366.190 if the purchaser of the special fuel is:

- (a) A special fuel supplier;
- (b) A special fuel exporter; or
- (c) A special fuel dealer.

3. *A special fuel supplier or special fuel exporter shall not purchase special fuel on which the tax imposed pursuant to NRS 366.190 has been paid, except that a newly licensed special fuel supplier or special fuel exporter may purchase such fuel during its first month of operation.*

4. A special fuel supplier who sells special fuel to any other special fuel supplier, ~~or~~ special fuel dealer *or special fuel exporter* shall keep such records of the transaction as the Department may require. The Department shall adopt regulations setting forth:

- (a) The records which must be kept by the special fuel supplier pursuant to this subsection; and
- (b) The period for which those records must be kept by the special fuel supplier.

5. If, within a period of 6 months, a person purchases ~~not less than~~ 200 gallons *or more* of special fuel in this State which is used for a purpose that is exempt from the payment of the tax on special fuel pursuant to NRS 366.200, he may apply to the Department for a refund in the manner prescribed in subsection 6 of NRS 366.650.

6. Any person who resells, for a taxable purpose, special fuel that was exempt from the tax imposed by this chapter and to which dye has not been added shall collect the tax and remit it to the Department.

Sec. 34. NRS 366.220 is hereby amended to read as follows:

366.220 1. Except as otherwise provided in this chapter ~~it is unlawful for any:~~

~~(a) Special fuel supplier, special fuel dealer or special fuel user to sell or use special fuel within this State unless the special fuel supplier, special fuel dealer or special fuel user is the holder of a special fuel supplier's, special fuel dealer's or special fuel user's license issued to him by the Department.~~

~~(b) Person to be a:~~

~~(1) Special fuel exporter unless the person is the holder of a special fuel exporter's license issued to him by the Department.~~

~~(2) Special fuel transporter unless the person is the holder of a special fuel transporter's license issued to him by the Department.~~



~~—(c) Retailer or other person to sell or distribute dyed special fuel unless the retailer or person controls the access to the dyed special fuel.~~ :

(a) Before becoming a special fuel dealer, special fuel supplier, special fuel exporter, special fuel transporter or special fuel user, a person must apply to the Department, on forms to be prescribed by the Department, for a license authorizing the applicant to engage in business as a special fuel dealer, special fuel supplier, special fuel exporter or special fuel transporter, or to operate as a special fuel user.

(b) It is unlawful for any person to be:

(1) A special fuel dealer without holding a license as a special fuel dealer pursuant to this chapter.

(2) A special fuel supplier without holding a license as a special fuel supplier pursuant to this chapter.

(3) A special fuel exporter without holding a license as a special fuel exporter pursuant to this chapter.

(4) A special fuel transporter without holding a license as a special fuel transporter pursuant to this chapter.

(5) A special fuel user without holding a license as a special fuel user pursuant to this chapter.

2. The Department may adopt regulations relating to the issuance of any ~~{special fuel supplier's, special fuel dealer's, special fuel exporter's, special fuel transporter's or special fuel user's}~~ license *pursuant to this chapter* and the collection of fees therefor.

Sec. 35. NRS 366.235 is hereby amended to read as follows:

366.235 1. An applicant for or holder of a *license as a special fuel {supplier's} supplier* or special fuel ~~{dealer's license}~~ *dealer* shall provide a bond executed by him as principal, and by a corporation qualified pursuant to the laws of this State as surety, payable to the State of Nevada, and conditioned upon the faithful performance of all ~~{o}~~ the requirements of this chapter and upon the punctual payment of all excise taxes, penalties and interest due ~~{to}~~ the State of Nevada. The total amount of the bond or bonds of any holder of *such* a ~~{special fuel supplier's or special fuel dealer's}~~ license must be fixed by the Department at not less than three times the estimated maximum monthly tax, determined in such a manner as the Department deems proper, but the amount must not be less than \$1,000 for a special fuel supplier and must not be less than \$100 for a special fuel dealer. If ~~{the Department determines that a person}~~ *a special fuel supplier or special fuel dealer* is habitually delinquent in the payment of amounts due *pursuant to this chapter*, the Department ~~{, it}~~ may increase the amount of his security to not



more than five times the estimated maximum monthly tax. When cash or a savings certificate, certificate of deposit or investment certificate is used, the amount required must be rounded off to the next larger integral multiple of \$100.

2. *If a special fuel user is habitually delinquent in the payment of amounts due pursuant to this chapter, the Department shall require the special fuel user to provide a bond executed by him as principal, and by a corporation qualified pursuant to the laws of this State as surety, payable to the State of Nevada, and conditioned upon the faithful performance of all the requirements of this chapter and upon the punctual payment of all excise taxes, penalties and interest due the State of Nevada. The total amount of the bond must not be less than \$2,500.*

3. No recovery on any bond, ~~nor the~~ execution of any new bond ~~nor the~~ or suspension or revocation of any *license as a special fuel ~~supplier's or~~ supplier, special fuel ~~dealer's license~~ dealer or special fuel user* affects the validity of any bond.

~~3.~~ 4. In lieu of a bond or bonds, an applicant for or holder of a *license as a special fuel ~~supplier's~~ supplier or special fuel ~~dealer's license~~ dealer, or a person required to provide a bond pursuant to subsection 2*, may deposit with the State Treasurer, under such terms as the Department may prescribe, ~~a like~~ *an equivalent* amount of lawful money of the United States or any other form of security authorized by NRS 100.065. If security is provided in the form of a savings certificate, certificate of deposit or investment certificate, the certificate must state that the amount is unavailable for withdrawal except upon order of the Department.

~~4.~~ 5. If the holder of a *license as a special fuel ~~supplier's~~ supplier or special fuel ~~dealer's license~~ dealer* is required to provide a bond of more than \$5,000, the Department may reduce the requirements for the bond to not less than \$5,000 upon the ~~supplier's or dealer's~~ faithful performance of *the special fuel supplier or special fuel dealer of* all the requirements of this chapter and the punctual payment of all taxes due the State of Nevada for the 3 preceding calendar years.

~~5.~~ 6. The Department shall immediately reinstate the original requirements for a bond for a holder of a *license as a special fuel ~~supplier's~~ supplier or special fuel ~~dealer's license~~ dealer* upon his:

- (a) Lack of faithful performance of the requirements of this chapter; or
- (b) Failure to pay punctually all taxes, fees, penalties and interest due the State of Nevada.



7. For the purposes of this section, a person is "habitually delinquent" if, within any 12-month period, the person commits each of the following acts or commits either of the following acts more than once:

(a) Fails timely to file a monthly or quarterly special fuel tax return, unless the Department determines that:

(1) The failure to file was caused by circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care; and

(2) The person has paid any penalty and interest imposed by the Department because of the failure to file.

(b) Fails timely to submit to the Department any tax collected by the person pursuant to this chapter.

Sec. 36. NRS 366.260 is hereby amended to read as follows:

366.260 1. A license issued pursuant to this chapter:

(a) ~~Except as otherwise provided in subsection 2, is valid until~~ **Is valid for 1 year unless** suspended, revoked or cancelled.

(b) Is not transferable.

2. ~~Each special fuel user's license is valid for a calendar year unless suspended, revoked or cancelled.~~ **The Department shall adopt regulations providing for the renewal of such licenses.**

Sec. 37. NRS 366.270 is hereby amended to read as follows:

366.270 If any person ceases to be a special fuel supplier, special fuel dealer, special fuel exporter, special fuel transporter or special fuel user within this State by reason of the discontinuance, sale or transfer of his business, he shall:

1. Notify the Department in writing at the time the discontinuance, sale or transfer takes effect. The notice must give the date of the discontinuance, sale or transfer, and the name and address of any purchaser or transferee.

2. Surrender to the Department the license issued to him by the Department.

3. If he is:

(a) A special fuel user ~~+~~ **registered under the Interstate Highway User Fee Apportionment Act**, file the tax return required pursuant to NRS 366.380 and pay all taxes, interest and penalties required pursuant to this chapter and chapter 360A of NRS, except that both the filing and payment are due on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(b) A special fuel supplier, file the tax return required pursuant to NRS 366.383 and pay all taxes, interest and penalties required pursuant to this chapter and chapter 360A of NRS on or before the



last day of the month following the month of the discontinuance, sale or transfer of the business.

(c) A special fuel dealer, file the tax return required pursuant to NRS 366.386 and pay all taxes, interest and penalties required pursuant to this chapter and chapter 360A of NRS, except that both the filing and payment are due on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(d) A special fuel exporter, file the report required pursuant to NRS 366.387 on or before the last day of the month following the month of the discontinuance, sale or transfer of the business.

(e) A special fuel transporter, file the report required pursuant to NRS 366.695 ~~{within 25 days after the end}~~ ***on or before the last day*** of the month ***following the month*** of the discontinuance, sale or transfer of the business.

Sec. 38. NRS 366.350 is hereby amended to read as follows:

366.350 1. The Department may ***suspend, revoke or cancel*** the license of any special fuel dealer, special fuel supplier, special fuel exporter, special fuel transporter or special fuel user for ~~{reasonable cause, including, without limitation,}~~ refusing or neglecting to comply with the provisions of this chapter.

2. ***If a special fuel dealer or special fuel supplier becomes delinquent in the payment of excise taxes as prescribed by this chapter to the extent that his liability exceeds the total amount of bond or bonds furnished by the special fuel dealer or special fuel supplier, the Department shall suspend his license immediately.***

3. Before revoking ***or cancelling*** a license ~~{}~~ ***issued pursuant to this chapter***, the Department shall send a notice by registered or certified mail to the ~~{licensee}~~ ***special fuel dealer, special fuel supplier, special fuel exporter or special fuel transporter*** at his last known address . ~~{ordering him to appear before the Department at a time not less than 10 days after the mailing of the notice and}~~ ***The notice must order the special fuel dealer, special fuel supplier, special fuel exporter or special fuel transporter to show cause why {the} his license should not be revoked {} by appearing before the Department at Carson City, Nevada, or such other place in this State as may be designated by the Department, at a time not less than 10 days after the mailing of the notice. The Department shall allow the special fuel dealer, special fuel supplier, special fuel exporter or special fuel transporter an opportunity to be heard. The Department may revoke or cancel his license after reviewing all information received.***



4. *The Department shall cancel any license issued pursuant to this chapter upon the surrender of the license by the holder.*

5. *If a surety has lodged with the Department a written request to be released and discharged of liability, the Department shall notify the special fuel supplier or special fuel dealer who furnished the bond, and unless he files a new bond as required by the Department or makes a deposit in lieu thereof as provided in NRS 366.235, the Department shall cancel his license.*

Sec. 39. NRS 366.375 is hereby amended to read as follows:

366.375 1. If the amount of any excise tax for any reporting period is not paid to the State on or before the ~~{day the payment is due pursuant to this chapter,}~~ *date due*, the payment becomes delinquent at the close of business on that day. ~~{A special fuel supplier, special fuel dealer or special fuel user may have up to 15 additional days to make the payment if he makes written application to the Department on or before the day the payment is due and the Department finds good cause for the extension.}~~

2. The proceeds from any penalty levied for the delinquent payment of an excise tax must be deposited with the State Treasurer to the credit of the State Highway Fund.

Sec. 40. NRS 366.380 is hereby amended to read as follows:

366.380 1. ~~{Except as otherwise provided in subsection 2, on}~~ *On* or before the last day of January, April, July and October in each year, each special fuel user *registered under the Interstate Highway User Fee Apportionment Act* shall file with the Department a quarterly tax return for the preceding quarter, regardless of the amount of excise tax due, on a form prescribed by the Department. *The special fuel user shall include with the tax return payment of any excise tax due. If the due date falls on a Saturday, Sunday or legal holiday, the next business day is the final due date.*

2. ~~{A special fuel user may, upon the issuance or renewal of a special fuel license, request to file a tax return annually with the Department. If the request is approved by the Department, the special fuel user shall file with the Department a tax return for the preceding year on or before the last day of January of each year, regardless of the amount of excise tax due, on a form prescribed by the Department.~~

~~—3—~~ The return must show such information as the Department may reasonably require for the proper administration and enforcement of this chapter.



Sec. 41. NRS 366.395 is hereby amended to read as follows:

366.395 1. Any special fuel user who fails to *file a tax return* or pay any excise tax ~~{within the time prescribed by this chapter}~~ *by the date due* shall pay, in addition to ~~{the tax, a penalty}~~ *any tax that may be due, a delinquent filing fee* of \$50 ~~{or}~~ *and a penalty* of 10 percent of the amount *of tax* owed, ~~{whichever is greater,}~~ plus interest on the amount of ~~{the}~~ *any tax that may be due* at the rate of 1 percent per month or fraction thereof, from the date the tax ~~{became finally}~~ *was* due until the date of payment.

2. A tax return, ~~{or}~~ *statement or payment* is considered delinquent ~~{when it has not been}~~ *if it is not* received by the Department ~~{by}~~ *on or before* the date the tax return, ~~{or}~~ *statement or payment* is due, as prescribed by the provisions of this chapter.

3. *A tax return, statement or payment shall be deemed received on the date shown by the cancellation mark stamped by the United States Postal Service or the postal service of any country upon an envelope containing the tax return, statement or payment.*

Sec. 42. NRS 366.540 is hereby amended to read as follows:

366.540 1. The tax provided for by this chapter must be paid by special fuel suppliers, special fuel dealers and special fuel users. A special fuel supplier or special fuel dealer shall pay to the Department the excise tax he collects from purchasers of special fuel with the return filed pursuant to NRS 366.383 or 366.386, respectively. The tax paid by a special fuel user must be computed by multiplying the tax rate per gallon provided in this chapter by the amount that the number of gallons of special fuel consumed by the special fuel user in the propulsion of motor vehicles on the highways of this State exceeds the number of gallons of special fuel purchases by him.

2. ~~{Except as otherwise provided in subsection 3, in computing the amount of tax on special fuel a special fuel supplier owes to the Department, the special fuel supplier may deduct from the amount due pursuant to subsection 1 any amount which is due but has not been paid by a purchaser who is authorized by the Department to defer payment of the tax pursuant to NRS 366.397. If such a deduction is claimed, the claim must identify the purchaser and the amount of taxes that he failed to pay.~~

~~3. A special fuel supplier shall not deduct from the amount he owes the Department pursuant to subsection 1 any amount which has not been paid by a person whose permit to defer the payment of the tax has been revoked pursuant to subsection 4 of NRS 366.397 if, before the special fuel was purchased, the special fuel supplier~~



had been notified by the Department pursuant to subsection 5 of NRS 366.397 that it had revoked the purchaser's permit.

—4.] If the Department determines that a special fuel supplier or special fuel dealer , *or any unlicensed person who collects an excise tax*, has failed to submit a tax return when due pursuant to this chapter or failed to pay the tax when due pursuant to this chapter, the Department may order the special fuel supplier , {ø} special fuel dealer *or unlicensed person* to hold the amount of all taxes collected pursuant to this chapter in a separate account in trust for the State. The special fuel supplier , {ø} special fuel dealer *or unlicensed person* shall comply with the order immediately upon receiving notification of the order from the Department.

3. *A retailer who receives or sells special fuel for which the taxes imposed pursuant to this chapter have not been paid is liable for the taxes and any applicable penalty or interest if the retailer knew or should have known that the applicable taxes on the special fuel had not been paid.*

Sec. 43. NRS 366.650 is hereby amended to read as follows:

366.650 1. If illegally or through error the Department collects or receives any excise tax, penalty or interest imposed pursuant to this chapter, the excise tax, penalty or interest must be refunded to the person who paid the tax, penalty or interest. A written application for a refund, *including, without limitation, a request for a refund that is submitted on an amended tax return*, stating the specific grounds therefor, must be made within 12 months after the date of payment, whether or not the excise tax, penalty or interest was paid voluntarily or under protest.

2. Refunds must be made to a successor, assignee, estate or heir of the person if written application is made within the time limit.

3. Any amount determined to be refundable by the Department must be refunded or credited to any amounts then due from the special fuel supplier or special fuel dealer.

4. All amounts refunded pursuant to the provisions of this chapter must be paid from the State Highway Fund on claims presented by the Department, approved by the State Board of Examiners, and allowed and paid as other claims against the State are allowed and paid.

5. A licensed special fuel user operating interstate or off road, or both, who can prove to the satisfaction of the Department that his special fuel purchases in Nevada exceed his use of the special fuel over the highways of this State for a certain quarter must apply credit to any excise taxes, penalties or interest required by this



41

chapter or fees, taxes, penalties or interest applicable pursuant to chapter 371, 482 or 706 of NRS and any balance may be refunded or credited to succeeding reports.

6. A person who wishes to apply for a refund of the tax on special fuel paid by him pursuant to subsection 5 of NRS 366.207 must:

(a) Submit an application for the refund on a form prescribed by the Department; and

(b) Establish to the satisfaction of the Department that within a period of 6 months he purchased not less than 200 gallons of special fuel in this State which was used for a purpose that is exempt from the tax on special fuel pursuant to NRS 366.200.

↳ The Department shall refund to an applicant who complies with the provisions of this subsection a refund in an amount equal to the tax paid by the applicant less the percentage allowed the special fuel supplier pursuant to NRS 366.390.

7. *To establish the validity of any claim for a refund, the Department may, upon demand, examine the books and records of the claimant. The failure of the claimant to accede to such a demand constitutes a waiver of all rights to the refund claimed on account of the transactions questioned.*

8. *No refund of special fuel taxes may be made for off-highway use of special fuel consumed in watercraft in this State for recreational purposes.*

Sec. 44. NRS 366.695 is hereby amended to read as follows:

366.695 1. Every special fuel transporter, except a wholesale distributor transporting the products of a special fuel supplier licensed pursuant to this chapter, who transports special fuel in interstate commerce to or from any point within this State, or solely within this State, shall report all of those deliveries to the Department.

2. A report must be made for each calendar month and must be filed ~~within 25 days after the end of the month for which the report is made.~~ *not later than the last day of each month for the deliveries made during the preceding month.* The report must show:

(a) The name and address of every consignor and consignee and of every person other than the designated consignee to whom delivery has actually been made;

(b) The date of each delivery;

(c) The number of gallons of special fuel delivered for each delivery; and

(d) Such other information as the Department may require.



42

Sec. 45. NRS 366.715 is hereby amended to read as follows:

366.715 1. The Department may seal a special fuel pump of a *retailer or* special fuel dealer , or the metered pipes and hoses of a rack *of a special fuel dealer or special fuel supplier*, if the *retailer*, special fuel dealer or special fuel supplier:

(a) Becomes delinquent in payment of any amount due pursuant to the provisions of this chapter;

(b) Operates without the license required by the provisions of this chapter; or

(c) Operates without the bond or cash deposit required by the provisions of this chapter.

2. A special fuel pump of a *retailer or* special fuel dealer , or the metered pipes and hoses of the rack *of a special fuel dealer or special fuel supplier*, may be sealed until all required reports are filed, the tax, penalties and interest are paid in full, the required license is obtained and the bond or cash deposit is provided.

3. Before sealing ~~the~~ a fuel pump or ~~the~~ metered pipes and hoses of a rack, the Department must send a notice by registered or certified mail to the ~~licensed~~ *retailer*, special fuel ~~supplier~~ *dealer* or special fuel ~~dealer~~ *supplier* at his last known address ordering him to appear before the Department at a time not less than 10 days after the mailing of the notice and show cause why the fuel pump or the metered pipes and hoses of the rack should not be sealed.

Sec. 46. NRS 366.720 is hereby amended to read as follows:

366.720 1. Any person who:

~~1.~~ (a) Fails or refuses to pay the tax imposed by this chapter;

~~2.~~ (b) Engages in business in this State as a special fuel user, special fuel exporter, special fuel dealer or special fuel supplier, or acts in this State as a special fuel transporter, without being the holder of a license to engage in that business or to act in that capacity;

~~3.~~ (c) Fails to make any of the reports required by this chapter;

~~4.~~ (d) Makes any false statement in any application, report or statement required by this chapter;

~~5.~~ (e) Refuses to permit the Department or any authorized agent to examine records as provided by this chapter;

~~6.~~ (f) Fails to keep proper records of quantities of special fuel received, produced, refined, manufactured, compounded, used or delivered in this State as required by this chapter;

~~7.~~ (g) Makes any false statement in connection with an application for the refund of any money or taxes provided in this chapter;

~~8.~~ (h) Violates the provisions of NRS 366.265;



43

~~9.~~ (i) Fails or refuses to stop his motor vehicle for an inspection to determine if all excise taxes due pursuant to the provisions of this chapter are being properly reported and paid; or

~~10.~~ (j) Refuses to allow the Department or an authorized agent to inspect a motor vehicle to determine whether all excise taxes due pursuant to the provisions of this chapter are being properly reported and paid,

↪ is guilty of a misdemeanor.

2. Each day or part thereof during which any person engages in business as a special fuel dealer, special fuel supplier or special fuel exporter or acts as a special fuel transporter without being the holder of a license authorizing him to engage in that business or to act in that capacity constitutes a separate offense within the meaning of this section.

Sec. 46.5. NRS 244A.637 is hereby amended to read as follows:

244A.637 1. For the acquisition of any recreational facilities authorized in NRS 244A.597 to 244A.655, inclusive, *for the purposes described in subsection 3, or for any combination thereof*, the county fair and recreation board, at any time or from time to time may:

(a) In the name of and on behalf of the county, issue:

(1) General obligation bonds, payable from taxes; and

(2) General obligation bonds, payable from taxes, which payment is additionally secured by a pledge of gross or net revenues derived from the operation of such recreational facilities, and, if so determined by the board, further secured by a pledge of such other gross or net revenues as may be derived from any other income-producing project of the county or from any license or other excise taxes levied for revenue by the county, or otherwise, as may be legally made available for their payment;

(b) In the name of and on behalf of the county fair and recreation board, issue revenue bonds:

(1) Payable from the net revenues to be derived from the operation of such recreational facilities;

(2) Secured by a pledge of revenues from any tax on the rental of transient lodging levied for revenue by the county or a city;

(3) Secured by any other revenue that may be legally made available for their payment; or

(4) Payable or secured by any combination of subparagraph (1), (2) or (3); and

(c) Make a contract with the United States of America, or any agency or instrumentality thereof, or any other person or agency,



44

public or private, creating an indebtedness if a question authorizing such contract is submitted to and approved by a majority of the qualified electors of the county in the manner provided in NRS 350.020 to 350.070, inclusive. This paragraph does not apply to contracts for the prepayment of rent or other similar obligations.

2. Revenue bonds issued pursuant to this section must be authorized by resolution of the county fair and recreation board, and no further approval by any person, board or commission is required.

3. *In a county whose population is 400,000 or more, the county fair and recreation board shall, at the request of the Department of Transportation, use its commercially reasonable best efforts to issue bonds as provided in subsections 1 and 2 for the purpose of providing money to the Department of Transportation to assist in paying the cost of any project in the county for which bonds are authorized to be issued pursuant to NRS 408.273.*

4. *Bonds may be issued for the purposes described in subsection 3 only if:*

(a) *The county fair and recreation board determines that the provision of money for the purposes described in subsection 3 is essential to providing access to tourists to the recreational and tourism facilities of the county, including, without limitation, the recreational facilities of the county fair and recreation board;*

(b) *The bonds are issued in compliance with any contractual limitations set forth in the instruments authorizing any outstanding bonds issued as provided in subsections 1 and 2; and*

(c) *The aggregate principal amount of bonds issued for the purposes described in subsection 3, excluding any bonds issued to refund those bonds, does not exceed the lesser of:*

(1) *Three hundred million dollars; or*

(2) *An amount which the county fair and recreation board determines can be repaid, as to all principal and interest, over a period of not more than 30 years with the expenditure of not more than \$20,000,000 per year.*

5. *All determinations of the county fair and recreation board under this section shall be deemed to be conclusive, absent fraud or a gross abuse of discretion.*

6. *The issuance and payment of bonds issued pursuant to subsection 3 is hereby declared to be a use which is in fulfillment of the statutory requirements of NRS 244A.645 and of any requirements of any ordinance pursuant to which a tax is levied for the benefit of the county fair and recreation board or transferred thereto, and no such ordinance may be repealed or*



amended in any manner which would affect adversely the receipt and use by the county fair and recreation board of the revenues pledged to any bonds issued pursuant to this section, during the term of the bonds issued pursuant to this section or any bonds that refund those bonds.

7. Any money provided to the Department of Transportation pursuant to subsection 3 must be deposited in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235 and expended for the purposes described in subsection 3 of this section.

Sec. 47. NRS 354.59815 is hereby amended to read as follows:

354.59815 1. In addition to the allowed revenue from taxes ad valorem determined pursuant to NRS 354.59811, the board of county commissioners may levy a tax ad valorem on all taxable property in the county at a rate not to exceed 5 cents per \$100 of the assessed valuation of the county.

2. ~~{The}~~ *If a tax is levied pursuant to subsection 1 in:*

(a) A county whose population is less than 100,000, the board of county commissioners shall direct the county treasurer to distribute quarterly the proceeds of ~~{any tax levied pursuant to the provisions of subsection 1}~~ the tax among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all of the local governments in the county for the 1990-1991 Fiscal Year.

(b) A county whose population is 100,000 or more, the board of county commissioners shall direct the county treasurer to distribute quarterly, from the proceeds of the tax for:

(1) The fiscal year beginning on July 1, 2008:

(I) Eighty-eight percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and

(II) Twelve percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.

(2) The fiscal year beginning on July 1, 2009:



46

(I) *Seventy-six percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and*

(II) *Twenty-four percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.*

(3) *The fiscal year beginning on July 1, 2010:*

(I) *Sixty-four percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and*

(II) *Thirty-six percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.*

(4) *The fiscal year beginning on July 1, 2011:*

(I) *Fifty-two percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and*

(II) *Forty-eight percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.*

(5) *Each fiscal year beginning on or after July 1, 2012:*

(I) *Forty percent of those proceeds among the county and the cities and towns within that county in the proportion that the supplemental city-county relief tax distribution factor of each of those local governments for the 1990-1991 Fiscal Year bears to the sum of the supplemental city-county relief tax distribution factors of all the local governments in the county for the 1990-1991 Fiscal Year; and*

(II) *Sixty percent of those proceeds to the State Treasurer for deposit in the State Highway Fund for administration pursuant to subsection 7 of NRS 408.235.*



3. The board of county commissioners shall not reduce the rate of any tax levied pursuant to the provisions of subsection 1 without the approval of each of the local governments that receives a portion of the tax, except that, if a local government declines to receive its portion of the tax in a particular year the levy may be reduced by the amount that local government would have received.

Sec. 47.1. Chapter 408 of NRS is hereby amended by adding thereto the provisions set forth as sections 47.2 and 47.3 of this act.

Sec. 47.2. 1. *The Board shall adopt a plan for measuring the performance of the Department, which must include separate sets of performance measurements for each division of the Department and for the Department as a whole.*

2. *The Director shall, not later than December 31 of each year:*

(a) Prepare a report, based upon the relevant performance measurements adopted pursuant to subsection 1, on the level of achievement of each division of the Department and of the Department as a whole during the immediately preceding fiscal year. The report must include a discussion of:

(1) The goals and objectives of the Department, and the current status of the Department in relation to meeting those goals and objectives;

(2) Any applicable directives from the Board or Legislature since the most recent report prepared pursuant to this section;

(3) The scheduling, scope, cost and progress of any current or proposed highway projects;

(4) The sources, amount and expenditure of any funding received during the immediately preceding fiscal year;

(5) The rationale used to establish priorities for the completion of highway projects; and

(6) Any recommendations for amendments to the plan adopted pursuant to subsection 1.

(b) Submit the report to:

(1) The Board; and

(2) The Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee.

Sec. 47.3. 1. *Before the Department submits a proposal for a highway project to the Board for approval, the Department shall prepare a written analysis of the costs and benefits of the project. The analysis must state, for each highway district in which the project is proposed:*

(a) The limits of the project;

(b) The period of analysis;



- (c) The discount rate used in the analysis;*
 - (d) The initial costs of the Department for the project, including any costs for design, engineering, the acquisition of land and construction;*
 - (e) The future costs of the Department to preserve and maintain the project, discounted to present value;*
 - (f) Any other costs of the Department for any other construction or any mitigation associated with the project;*
 - (g) The costs to highway users for any loss of safety, delays in the time of travel and costs for the operation of vehicles that are associated with the project;*
 - (h) The costs of any environmental impacts, including vehicle emissions and noise, that are associated with the project; and*
 - (i) The value of the benefits of the project, including the value of any:
 - (1) Savings in the time of travel;*
 - (2) Improvements to safety; and*
 - (3) Savings in the cost of operating vehicles.**
- 2. The analysis required by this section:*
- (a) Must include a discussion of any additional increases in costs that would result from any delays in the performance of any routine maintenance scheduled under the maintenance program of the Department;*
 - (b) May include a discussion of:
 - (1) The costs of the project for any other persons and governmental agencies;*
 - (2) The value of any other social, economic or environmental benefits or costs of the project; and*
 - (3) Any costs or benefits which may result from the use of any alternative design, construction or financing practices; and**
 - (c) Must be prepared in a format that allows for the comparison of proposed highway projects.*
- 3. The analysis required by this section must be made available to the Board and the public when the agenda is posted for the meeting at which the proposal will be submitted to the Board for its approval.*
- 4. As used in this section, "highway project" means a project that is expected to increase the capacity of the state highway system and cost at least \$25 million.*

Sec. 47.4. NRS 408.235 is hereby amended to read as follows:

408.235 1. There is hereby created the State Highway Fund.



2. Except as otherwise provided ~~in subsection 6 of NRS 482.180 and NRS 482.1805,~~ **by a specific statute**, the proceeds from the imposition of any:

(a) License or registration fee and other charges with respect to the operation of any motor vehicle upon any public highway, city, town or county road, street, alley or highway in this State; and

(b) Excise tax on gasoline or other motor vehicle fuel,
↳ must be deposited in the State Highway Fund and must, except for *the* costs of administering the collection thereof, be used exclusively for *the* administration, construction, reconstruction, improvement and maintenance of highways as provided for in this chapter.

3. The interest and income earned on the money in the State Highway Fund, after deducting any applicable charges, must be credited to the Fund.

4. Costs of administration for the collection of the proceeds for any license or registration fees and other charges with respect to the operation of any motor vehicle must be limited to a sum not to exceed 22 percent of the total proceeds so collected.

5. Costs of administration for the collection of any excise tax on gasoline or other motor vehicle fuel must be limited to a sum not to exceed 1 percent of the total proceeds so collected.

6. All bills and charges against the State Highway Fund for administration, construction, reconstruction, improvement and maintenance of highways under the provisions of this chapter must be certified by the Director and must be presented to and examined by the State Board of Examiners. When allowed by the State Board of Examiners and upon being audited by the State Controller, the State Controller shall draw his warrant therefor upon the State Treasurer.

7. *The money deposited in the State Highway Fund pursuant to NRS 244A.637 must be maintained in a separate account for the county from which the money was received. The interest and income on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:*

(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways in that county as provided for in this chapter;

(b) Must not be used to reduce or supplant the amount or percentage of any money which would otherwise be made



available from the State Highway Fund for projects in that county; and

(c) Must not be used for any costs of administration or to purchase any equipment.

Sec. 47.5. NRS 408.235 is hereby amended to read as follows:

408.235 1. There is hereby created the State Highway Fund.

2. Except as otherwise provided by a specific statute, the proceeds from the imposition of any:

(a) License or registration fee and other charges with respect to the operation of any motor vehicle upon any public highway, city, town or county road, street, alley or highway in this State; and

(b) Excise tax on gasoline or other motor vehicle fuel,
↪ must be deposited in the State Highway Fund and must, except for the costs of administering the collection thereof, be used exclusively for the administration, construction, reconstruction, improvement and maintenance of highways as provided for in this chapter.

3. The interest and income earned on the money in the State Highway Fund, after deducting any applicable charges, must be credited to the Fund.

~~{5-}~~ 4. Costs of administration for the collection of the proceeds for any license or registration fees and other charges with respect to the operation of any motor vehicle must be limited to a sum not to exceed 22 percent of the total proceeds so collected.

~~{6-}~~ 5. Costs of administration for the collection of any excise tax on gasoline or other motor vehicle fuel must be limited to a sum not to exceed 1 percent of the total proceeds so collected.

~~{7-}~~ 6. All bills and charges against the State Highway Fund for administration, construction, reconstruction, improvement and maintenance of highways under the provisions of this chapter must be certified by the Director and must be presented to and examined by the State Board of Examiners. When allowed by the State Board of Examiners and upon being audited by the State Controller, the State Controller shall draw his warrant therefor upon the State Treasurer.

7. *The money deposited in the State Highway Fund pursuant to NRS 244A.637 must be maintained in a separate account for the county from which the money was received. The interest and income on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:*



(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways in that county as provided for in this chapter;

(b) Must not be used to reduce or supplant the amount or percentage of any money which would otherwise be made available from the State Highway Fund for projects in that county; and

(c) Must not be used for any costs of administration or to purchase any equipment.

8. The money deposited in the State Highway Fund pursuant to NRS 482.313 must be maintained in a separate account. The interest and income on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:

(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways as provided for in this chapter; and

(b) Must not be used for any costs of administration or to purchase any equipment.

Sec. 47.6. NRS 408.235 is hereby amended to read as follows:

408.235 1. There is hereby created the State Highway Fund.

2. Except as otherwise provided by a specific statute, the proceeds from the imposition of any:

(a) License or registration fee and other charges with respect to the operation of any motor vehicle upon any public highway, city, town or county road, street, alley or highway in this State; and

(b) Excise tax on gasoline or other motor vehicle fuel,
↪ must be deposited in the State Highway Fund and must, except for the costs of administering the collection thereof, be used exclusively for the administration, construction, reconstruction, improvement and maintenance of highways as provided for in this chapter.

3. ~~{The money deposited in the State Highway Fund pursuant to NRS 244A.637 and 482.313 must be maintained in a separate account. The interest and income on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:~~



~~(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways as provided for in this chapter; and~~

~~(b) May not be used for any costs of administration or to purchase any equipment.~~

~~4.]~~ The interest and income earned on the money in the State Highway Fund, after deducting any applicable charges, must be credited to the Fund.

~~5.]~~ 4. Costs of administration for the collection of the proceeds for any license or registration fees and other charges with respect to the operation of any motor vehicle must be limited to a sum not to exceed 22 percent of the total proceeds so collected.

~~6.]~~ 5. Costs of administration for the collection of any excise tax on gasoline or other motor vehicle fuel must be limited to a sum not to exceed 1 percent of the total proceeds so collected.

~~7.]~~ 6. All bills and charges against the State Highway Fund for administration, construction, reconstruction, improvement and maintenance of highways under the provisions of this chapter must be certified by the Director and must be presented to and examined by the State Board of Examiners. When allowed by the State Board of Examiners and upon being audited by the State Controller, the State Controller shall draw his warrant therefor upon the State Treasurer.

7. *The money deposited in the State Highway Fund pursuant to NRS 244A.637 and 354.59815 must be maintained in a separate account for the county from which the money was received. The interest and income on the money in the account, after deducting any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:*

(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways in that county as provided for in this chapter;

(b) Must not be used to reduce or supplant the amount or percentage of any money which would otherwise be made available from the State Highway Fund for projects in that county; and

(c) Must not be used for any costs of administration or to purchase any equipment.

8. *The money deposited in the State Highway Fund pursuant to NRS 482.313 must be maintained in a separate account. The interest and income on the money in the account, after deducting*



any applicable charges, must be credited to the account. Any money remaining in the account at the end of each fiscal year does not revert to the State Highway Fund but must be carried over into the next fiscal year. The money in the account:

(a) Must be used exclusively for the construction, reconstruction, improvement and maintenance of highways as provided for in this chapter; and

(b) Must not be used for any costs of administration or to purchase any equipment.

Sec. 48. (Deleted by amendment.)

Sec. 49. NRS 482.313 is hereby amended to read as follows:

482.313 1. Upon the lease of a passenger car by a short-term lessor in this State, the short-term lessor ~~is~~:

~~—(a) Shall~~ **shall** charge and collect from the short-term lessee:

~~{(1)}~~ **(a)** A governmental services fee of 6 percent of the total amount for which the passenger car was leased, excluding the items described in subsection 7; ~~{and}~~

~~{(2)}~~ **(b)** Any fee required pursuant to NRS 244A.810 or 244A.860; and

~~{(b) May charge and collect from the short-term lessee a}~~

(c) A recovery surcharge ~~{not to exceed}~~ **fee of** 4 percent of the total amount for which the passenger car was leased, excluding the items described in subsection 8, as reimbursement for vehicle licensing fees and taxes paid by the short-term lessor.

↪ The amount of ~~{any}~~ **each** fee charged pursuant to this subsection must be indicated in the lease agreement.

2. The fees due from a short-term lessor to the Department of Taxation pursuant to subsection 1 are due on the last day of each calendar quarter. On or before the last day of the month following each calendar quarter, the short-term lessor shall:

(a) File with the Department of Taxation, on a form prescribed by the Department of Taxation, a report indicating the total amount of:

(1) Each of the fees collected by the short-term lessor pursuant to ~~{paragraph (a) of}~~ subsection 1 during the immediately preceding calendar quarter; **and**

(2) ~~{Recovery surcharges, if any, collected by the short-term lessor pursuant to paragraph (b) of subsection 1 during the immediately preceding calendar quarter; and~~

~~—(3)}~~ Vehicle licensing fees and taxes paid by the short-term lessor pursuant to this chapter during the immediately preceding calendar quarter.

(b) Remit to the Department of Taxation ~~{, the}~~ :



(1) The fees collected by the short-term lessor pursuant to ~~paragraph~~ paragraphs (a) and (b) of subsection 1 during the immediately preceding calendar quarter ~~†~~; and

(2) One-quarter of the fees collected by the short-term lessor pursuant to paragraph (c) of subsection 1 during the immediately preceding calendar quarter.

3. Except as otherwise provided in a contract made pursuant to NRS 244A.820 or 244A.870, the Department of Taxation shall deposit all money received from short-term lessors pursuant to the provisions of ~~this section~~ :

(a) Subparagraph (1) of paragraph (b) of subsection 2 with the State Treasurer for credit to the State General Fund ~~†~~; and

(b) Subparagraph (2) of paragraph (b) of subsection 2 with the State Treasurer for credit to the State Highway Fund for administration pursuant to subsection 8 of NRS 408.235.

4. To ensure compliance with this section, the Department of Taxation may audit the records of a short-term lessor.

5. The provisions of this section do not limit or affect the payment of any taxes or fees imposed pursuant to the provisions of this chapter.

6. The Department of Motor Vehicles shall, upon request, provide to the Department of Taxation any information in its records relating to a short-term lessor that the Department of Taxation considers necessary to collect the fees described in subsection 1.

7. For the purposes of charging and collecting the governmental services fee described in ~~subparagraph (1) of~~ paragraph (a) of subsection 1, the following items must not be included in the total amount for which the passenger car was leased:

(a) The amount of ~~any recovery surcharge~~ *the fees* charged and collected pursuant to ~~paragraph~~ *paragraphs (b) and (c)* of subsection 1;

(b) The amount of any charge for fuel used to operate the passenger car;

(c) The amount of any fee or charge for the delivery, transportation or other handling of the passenger car;

(d) The amount of any fee or charge for insurance, including, without limitation, personal accident insurance, extended coverage or insurance coverage for personal property; *and*

(e) The amount of any charges assessed against a short-term lessee for damages for which the short-term lessee is held responsible.

8. For the purposes of charging and collecting the recovery surcharge *fee* described in paragraph ~~(b)~~ (c) of subsection 1, the



following items must not be included in the total amount for which the passenger car was leased:

(a) The amount of the fees charged and collected pursuant to ~~paragraph~~ **paragraphs (a) and (b)** of subsection 1;

(b) The amount of any charge for a collision damage waiver or a similar instrument that acts as a waiver of the short-term lessor's right to collect from the short-term lessee for any damage to the passenger car;

(c) The amount of any charge for fuel used to operate the passenger car;

(d) The amount of any fee or charge for the delivery, transportation or other handling of the passenger car;

(e) The amount of any fee or charge for insurance, including, without limitation, personal accident insurance, extended coverage or insurance coverage for personal property;

(f) The amount of any charges assessed against a short-term lessee for damages for which the short-term lessee is held responsible; and

(g) The amount of any concession fee or charge that the short-term lessor:

(1) Is required to pay to do business at an airport, if applicable; and

(2) Passes on to the short-term lessee of the passenger car.

9. The Executive Director of the Department of Taxation shall:

(a) Adopt such regulations as he determines are necessary to carry out the provisions of this section; and

(b) Upon the request of the Director of the Department of Motor Vehicles, provide to the Director of the Department of Motor Vehicles a copy of any record or report described in this section.

10. As used in this section, "vehicle licensing fees and taxes" means:

(a) The fees paid by a short-term lessor for the registration of, and the issuance of certificates of title for, the passenger cars leased by him; and

(b) The basic and supplemental governmental services taxes paid by the short-term lessor with regard to those passenger cars.

Sec. 49.5. NRS 482.31565 is hereby amended to read as follows:

482.31565 1. A short-term lessor shall not require the purchase of a waiver of damages, optional insurance or any other optional good or service as a condition for the lease of a passenger car.



56

2. ~~{A}~~ *Except as otherwise provided in this subsection, a short-term lessor may sell a waiver of damages but shall not charge more than ~~[\$15]~~ \$22 per full or partial rental day or 24-hour rental period, as appropriate, for the waiver. The monetary amount set forth in this subsection must be adjusted for each fiscal year that begins on or after July 1, 2008, by adding to that amount the product of that amount multiplied by the percentage increase in the Consumer Price Index West Urban for All Urban Consumers (All Items) between the calendar year ending on December 31, 2005, and the calendar year immediately preceding the fiscal year for which the adjustment is made. The Department shall, on or before March 1 of each year, publish the adjusted amount for the next fiscal year on its website or otherwise make that information available to short-term lessors.*

3. A short-term lessor who disseminates an advertisement in the State of Nevada that contains a rate for the lease of a passenger car shall include in the advertisement a clearly readable statement of the charge for a waiver of damages and a statement that the waiver is optional.

4. A short-term lessor shall not engage in any unfair, deceptive or coercive conduct to induce a short-term lessee to purchase a waiver of damages, optional insurance or any other optional good or service, including, but not limited to, refusing to honor the lessee's reservation, limiting the availability of cars, requiring a deposit or debiting or blocking the lessee's credit card account for a sum equivalent to a deposit if the lessee declines to purchase a waiver, optional insurance or any other optional good or service.

Sec. 49.7. NRS 482.3158 is hereby amended to read as follows:

482.3158 1. The short-term lessor of a passenger car may impose an additional charge:

- (a) Based on reasonable age criteria established by the lessor.
- (b) For any item or a service provided if the short-term lessee could have avoided incurring the charge by choosing not to obtain or utilize the optional item or service.
- (c) For insurance and accessories requested by the lessee.
- (d) For service incident to the lessee's optional return of the car to a location other than the location where the car was leased.
- (e) For refueling the car at the conclusion of the lease if the lessee did not return the car with as much fuel as was in the fuel tank at the beginning of the lease.
- (f) For any authorized driver in addition to the short-term lessee ~~{and one other authorized driver}~~ but shall not, *except as otherwise*



provided in this paragraph, charge more than ~~the~~ \$10 per full or partial 24-hour period for such an additional authorized driver. The monetary amount set forth in this paragraph must be adjusted for each fiscal year that begins on or after July 1, 2008, by adding to that amount the product of that amount multiplied by the percentage increase in the Consumer Price Index West Urban for All Urban Consumers (All Items) between the calendar year ending on December 31, 2005, and the calendar year immediately preceding the fiscal year for which the adjustment is made. The Department shall, on or before March 1 of each year, publish the adjusted amount for the next fiscal year on its website or otherwise make that information available to short-term lessors.

2. A short-term lessor shall not charge a short-term lessee, as a condition of leasing a passenger car, an additional fee for:

(a) Any surcharges required for fuel.

(b) Transporting the lessee to the location where the car will be delivered to the lessee.

~~(c) One other authorized driver.~~

3. If a short-term lessor:

(a) Delivers a passenger car to a short-term lessee at a location other than the location where the lessor normally carries on its business, the lessor shall not charge the lessee any amount for the period before the delivery of the car.

(b) Takes possession of a passenger car from a short-term lessee at a location other than the location where the lessor normally carries on its business, the lessor shall not charge the lessee any amount for the period after the lessee notifies the lessor to take possession of the car.

Sec. 50-54. (Deleted by amendment.)

Sec. 55. NRS 365.326, 365.328, 366.360 and 366.397 are hereby repealed.

Sec. 55.3. The Department of Transportation shall, not later than December 31 of each year:

1. Prepare an annual report on all the projects undertaken with the money deposited in the State Highway Fund pursuant to NRS 244A.637. The report must include:

(a) For each of those projects:

(1) The amount of that funding expended on the project.

(2) The amount of any other funding expended on the project.

(3) The timeline for the completion of the project.



(4) Specific information regarding any delays in the project as a result of any variances from the Department's projections of scheduling and costs.

(5) The status of:

(I) The definition of the project.

(II) The preliminary engineering for the project.

(III) The environmental documentation for the project.

(IV) The acquisition of required rights-of-way for the project.

(V) The date of advertisement for bids on the project.

(VI) The date of operational completion of the project.

(b) The total number of those projects that have been completed and, for each completed project:

(1) Whether the project was completed early or on time.

(2) Whether the project remained within its planned scope.

(3) Whether the project was completed for less than or for the amount of its budgeted expenses.

(4) Any specific measures of transportation improvement resulting from the project.

2. Submit the annual report to:

(a) The Governor.

(b) The Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee.

Sec. 55.5. 1. The Director of the Department of Transportation shall, each calendar quarter, prepare a report to supplement the annual reports required pursuant to section 47.2 of this act, and submit the quarterly report to the Board of Directors of the Department of Transportation and the Director of the Legislative Counsel Bureau for transmittal to the Interim Finance Committee. The quarterly report must contain the following information with respect to the highway projects that the Blue Ribbon Task Force, as created by the Board of Directors of the Nevada Department of Transportation, identified in its report dated December 5, 2006, and any proposed super and mega highway projects:

(a) For each of those projects:

(1) The amount of funding expended on the project.

(2) The timeline for the completion of the project.

(3) Specific information regarding any delays in the project as a result of any variances from the Department's projections of scheduling and costs.

(4) The status of:

(I) The definition of the project.

(II) The preliminary engineering for the project.



59

(III) The environmental documentation for the project.
(IV) The acquisition of required rights-of-way for the project.

(V) The date of advertisement for bids on the project.

(VI) The date of operational completion of the project.

(b) The total number of those projects that have been completed and, for each completed project:

(1) Whether the project was completed early or on time.

(2) Whether the project remained within its planned scope.

(3) Whether the project was completed for less than or for the amount of its budgeted expenses.

(4) Any specific measures of transportation improvement resulting from the project.

2. The Director shall cause a copy of each report prepared pursuant to this section to be posted on the Internet website of the Department when the report is submitted pursuant to subsection 1.

Sec. 56. 1. This act does not require the payment of any principal or interest on any bonds described in subsection 3 of NRS 244A.637, as amended by section 46.5 of this act, before July 1, 2008.

2. The amendatory provisions of section 47 of this act must not be applied to modify, directly or indirectly, any taxes levied or revenues pledged in such a manner as to impair adversely any outstanding obligations of any county, city or town, including, without limitation, bonds, medium-term financing, letters of credit and any other financial obligation, until all such obligations have been discharged in full or provision for their payment and redemption has been fully made.

3. The amendatory provisions of section 49 of this act do not apply to the lease of a passenger car before October 1, 2007.

Sec. 57. 1. This section and sections 1 to 46, inclusive, 49.5, 49.7, 55 and 56 of this act become effective upon passage and approval.

2. Sections 46.5, 47.1 to 47.4, inclusive, 55.3 and 55.5 of this act become effective on July 1, 2007.

3. Sections 47.5 and 49 of this act become effective on October 1, 2007.

4. Sections 47 and 47.6 of this act become effective on July 1, 2008.

5. Section 55.5 of this act expires by limitation on December 31, 2015.



60

