

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

DATE AND TIME: October 11, 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 – APPROVAL OF THE SEPTEMBER 13, 2011 BOARD OF EXAMINERS’ MEETING MINUTES**
- *4. **FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT**
Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration - \$715,470.78

The Nevada Department of Transportation (NDOT) is requesting approval of a settlement and release agreement between NDOT and Road and Highway Builders (RHB). This settlement entails \$715,470.78 in compensation for extra work due to alleged contract plan deficiencies at the transition areas associated with a 22 mile long segment of State Route 160. Both parties desire to avoid the cost and inconvenience of litigation and mutually settle any and all claims without admission of liability or fault.

***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 Administration – Motor Pool Division	36	\$745,950
Department of Administration – Public Works Division – Buildings and Grounds	1	\$3,500
Commission on Mineral Resources – Minerals	1	\$31,578
Total:		\$781,028

***6. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapters: **0300 – Contracts**. **In addition approval is requested for supporting forms.**

***7. FOR POSSIBLE ACTION – REQUEST FOR APPROVAL TO REFUND NURSING FACILITY FEES**

A. Department of Health and Human Services, Health Care Financing and Policy - \$907,888

Pursuant to NRS 353.110 (2), the Board of Examiners may authorize a refund the overpayment of a fee or tax made to a state agency. The Division of Health Care Financing and Policy has requested approval to make a refund to nursing homes in the amount of \$907,888 collected during FY 2010 in excess of that allowed by Federal regulation. This fee was collected by the Division pursuant to NRS 422.3375. An audit by a CPA firm concluded that the overpayment has occurred. The Division has received guidance from the Centers for Medicaid and Medicare Services that a refund is the appropriate course of action. If approved, the Division intends to make refund in the form of credits to fee collections during FY 2012.

***8. FOR POSSIBLE ACTION –LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Conservation and Natural Resources – Water Resources	The Terraces #3, LLC	\$103,820
	Lease Description:	This is an extension of an existing lease which has been negotiated to house the Division of Water Resources.	
	Term of Lease:	11/01/2011 – 10/31/2016	

BOE #	LESSEE	LESSOR	AMOUNT
2.	Department of Health and Human Services – Aging and Disability Services	Pamela K. Russell	\$331,220
	Lease Description: This is an amendment to an existing lease to add additional space to house seven additional fulltime employees and programs assumed by Aging and Disability Services. Term of Lease: 05/01/2010 – 04/30/2015		
3.	Department of Health and Human Services – Mental Health and Developmental Services – Rural Services	Nakoma Investments, LLC	\$259,776
	Lease Description: This is an extension of an existing lease to house the Division of Mental Health and Developmental Services, Rural Services. Term of Lease: 09/01/2011 – 08/31/2014		
4.	Department of Conservation and Natural Resources – State Lands on behalf of the Nevada Army National Guard	Cheyenne Air Center	\$240,000
	Lease Description: This is a renewal of an existing lease for Civil Support Team. Term of Lease: 09/30/2011 – 09/30/2013		

***9. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
1.	030	ATTORNEY GENERAL'S OFFICE - SPECIAL FUND	BLACK & LOBELLO PLLC	OTHER: CONTINGENCY FEE CONTRACT	\$3,150,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional services as attorneys pursuant to NAC 333.150 to the Office of the Attorney General to assist in the investigation and prosecution of all appropriate civil claims against mortgage lenders, servicers, trustees, notaries, and their respective directors, officers, agents, and successors in interest for unlawful acts involving foreclosures on Nevada homeowners.				
		Term of Contract:	Upon Approval - 08/10/2015	Consultant: NO	Contract # 12665	
2.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	ADAMS, VERNON F DBA FADAMS ASSOCIATES, LLC	FEDERAL	\$24,000	
	Contract Description:	This is a new contract to provide effective project management skills to the participants of the Nevada Statewide Automated Victim Information and Notification Project (NV VINE). The Liaison will work closely with Nevada Sheriffs' and Chiefs' and Department of Public Safety. The Liaison will review, monitor and ensure that the Vendor is completing all work product according to the grant and contract requirements and the grant requirements are completed within the time frame stated.				
		Term of Contract:	09/12/2011 - 06/30/2012	Consultant: NO	Contract # 12641	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
3.	030	ATTORNEY GENERAL'S OFFICE - VICTIMS OF DOMESTIC VIOLENCE	BOARD OF REGENTS-UNLV	FEDERAL	\$12,000	
	Contract Description:	This is a new contract to provide services as a Statewide Domestic Violence Fatality Review Facilitator by establishing a domestic violence fatality review team in Clark County, Nevada, and coordinating the creation of standard protocols for teams and reviews in Nevada.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12659	
4.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	DEBORAH C. MASH	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. The vendor will review any/all pertinent documents, records, reports, and provide an expert opinion and/or testimony, as well as assist and participate in the presentation of trial and presentation of evidence.				
		Term of Contract:	08/09/2011 - 06/30/2014	Consultant: NO	Contract # 12662	
5.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	RELIABLE PUMP INC DBA RELIABLE PUMP & MOTOR	FEE: BUILDINGS AND GROUNDS, BUILDING RENT INCOME FEES	\$20,000	
	Contract Description:	This is a new contract for the provision of ongoing general repair, rebuild, maintenance and service of industrial motors and pumps and all associated equipment for various State buildings in Southern Nevada.				
		Term of Contract:	10/11/2011 - 09/30/2015	Consultant: NO	Contract # 12522	
6.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - BUILDINGS AND GROUNDS	XCEL MAINTENANCE SERVICES, INC.	FEE: BUILDINGS AND GROUNDS BUILDING RENT INCOME FEES	\$186,800	
	Contract Description:	This is the second amendment to the original contract, which provides janitorial services for the Department of Motor Vehicles, Flamingo and Sahara Offices, Las Vegas and includes extra services, as needed and requested by a Buildings and Grounds Section designee. This amendment extends the termination date from January 31, 2012 to January 31, 2013; and increases the amount of the contract from \$542,500 to \$729,300 for services added as a result of the extended termination date.				
		Term of Contract:	02/01/2009 - 01/31/2013	Consultant: NO	Contract # CONV6021	
7.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - DEPT OF CORRECTIONS 2011 CIP PROJECTS	JBA CONSULTING ENGINEERS, INC.	BONDS: PROCEEDS FROM SALE OF BONDS	\$170,180	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services to replace doors, locks and control panels in the housing units 2, 3 & 4 at the Southern Desert Correctional Center; Project No. 11-M15; Contract No. 7367.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12588	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
8.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - PRISON 05 CIP PROJECTS-NON-EXEC	ARRINGTON WATKINS ARCHITECTS	BONDS: PROCEEDS FROM SALE OF BONDS	\$27,593	PROFESSIONAL SERVICE
		Contract Description: This is the fifth amendment to the original contract, which provides professional architectural/engineering services for the Southern Desert Correctional Center Expansion, Indian Springs, NV; Project No. 07-C07(A); Contract No. 2362. This amendment increases the maximum amount from \$2,382,726.26 to \$2,410,319.26 due to additional security electronics, deletion of dining room ceilings, and reconfiguration of the dining room control officer station.				
		Term of Contract:	10/08/2007 - 10/30/2011	Consultant: NO	Contract # CONV4644	
9.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - 2005 MILITARY CIP PROJECTS - LVRC-NON-EXEC	JACOBS ENGINEERING GROUP, INC.	BONDS: 12% FEDERAL 88%	\$13,271	PROFESSIONAL SERVICE
		Contract Description: This is the second amendment to the original contract, which provides professional architectural/engineering services for the Nevada Army National Guard new field maintenance shop facility on the Las Vegas Readiness Center site located at 4500 W. Silverado Ranch Blvd., Las Vegas, NV SPWB Project No. 09-C13, SPWB Contract No. 5240. This amendment increases the maximum amount from \$1,284,486.13 to \$1,297,756.70 for civil site improvements incorporated into the field maintenance shop project for the Civil Support Team/Weapons of Mass Destruction Center project.				
		Term of Contract:	05/11/2010 - 06/30/2013	Consultant: NO	Contract # 10780	
10.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - DEPT OF ADMIN 2011 STATEWIDE CIP-NON-EXEC	CROOK, RAY DBA RPC ROOF CONSULTING SERVICES	OTHER: HIGHWAY FUNDS	\$29,500	PROFESSIONAL SERVICE
		Contract Description: This is a new contract which provides professional roof services at the Department of Motor Vehicles, East Wing, Carson City, Nevada; SPWD project No. 11-S01H-1.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12651	
11.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION - STATEWIDE CIP PROJECTS-NON-EXEC	HYYTINEN, ROGER DBA HYYTINEN ENGINEERING	BONDS: PROCEEDS FROM SALE OF BONDS	\$10,000	PROFESSIONAL SERVICE
		Contract Description: This is a new contract to provide professional architectural/engineering services for the re-roofing of the Ely Conservation Camp; Project No. 09-S01(7a); Contract No. 7503.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12666	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
12.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION All Budget Accounts	NAFFA INTERNATIONAL, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional code plan checking services as required. Contract No. 7533				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12664	
13.	082	DEPARTMENT OF ADMINISTRATION STATE PUBLIC WORKS DIVISION All Budget Accounts	WESTERN TECHNOLOGIES, INC.	OTHER: DEPENDS UPON THE PROJECT REQUIRING THIS SERVICE	\$100,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide Geotechnical Investigation Services as required.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12607	
14.	083	DEPARTMENT OF ADMINISTRATION PURCHASING - COMMODITY FOOD PROGRAM	LAS VEGAS ICE AND COLD STORAGE	OTHER: PROGRAM FUNDING 75% FEDERAL 25%	\$150,000	
	Contract Description:	This is a new contract to provide cold storage for USDA Foods for the Food Distribution Program in Las Vegas.				
		Term of Contract:	11/01/2011 - 06/30/2013	Consultant: NO	Contract # 12629	
15.	089	DEPARTMENT OF ADMINISTRATION HEARINGS AND APPEALS	MIRIAM JIMENEZ	OTHER: ASSESSMENTS TO INSURERS	\$24,999	
	Contract Description:	This is a new contract to provide ongoing interpretation services for administrative hearings.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12581	
16.	180	DEPARTMENT OF ADMINISTRATION ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	BELLUOMINI, ALFRED JOHN	OTHER: REVENUE	\$24,605	
	Contract Description:	This is a new revenue Interlocal contract for rack space in Nye County for Nye County Sheriff's Department				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12645	
17.	180	DEPARTMENT OF ADMINISTRATION ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	DIAMOND SOLO, LLC	FEE: NETWORK TRANSPORT FEES	\$38,402	
	Contract Description:	This is the third amendment to the original contract, which provides for DoIT communications services at Apex Peak. This amendment extends the contract termination date from January 12, 2012 to January 12, 2016 and increases the maximum amount due from \$68,641.36 to \$107,043.55 due to the need to have public safety communications continue at Apex Peak.				
		Term of Contract:	01/13/2004 - 01/12/2016	Consultant: NO	Contract # CONV5275	

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18.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	FEDERAL AVIATION ADMINISTRATION	OTHER: REVENUE	\$47,676		
		Contract Description:	This is a new Intrastate Interlocal Revenue contract to provide 6 rack spaces at Mount Brock in Nye County for the Federal Aviation Administration (FAA).				
		Term of Contract:	07/01/2011 - 06/30/2015	Consultant: NO	Contract # 12584		
19.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	HIGH SIERRA COMMUNICATIONS, INC.	FEE: FEES	\$103,978	SOLE SOURCE	
		Contract Description:	This is a new contract to provide DoIT with rack space, transmitters, and dishes at Fencemaker Peak in Pershing County.				
		Term of Contract:	07/01/2011 - 06/30/2015	Consultant: NO	Contract # 12630		
20.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	HIGH SIERRA COMMUNICATIONS, INC.	FEE: FEES	\$150,422	SOLE SOURCE	
		Contract Description:	This is a new contract to provide DoIT with rack space, antennae's and dishes at Toulon Peak in Pershing County.				
		Term of Contract:	07/01/2011 - 06/30/2015	Consultant: NO	Contract # 12633		
21.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	HIGH SIERRA COMMUNICATIONS, INC.	FEE: FEES	\$59,229	SOLE SOURCE	
		Contract Description:	This is a new contract to provide DoIT with rack space, transmitters and dishes at Peavine Peak in Washoe County.				
		Term of Contract:	07/01/2011 - 06/30/2015	Consultant: NO	Contract # 12636		
22.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	NYE COUNTY SHERIFF'S DEPARTMENT	OTHER: REVENUE CONTRACT	\$58,197		
		Contract Description:	This is a new Intrastate Interlocal Revenue Contract to provide 15 rack spaces to the Nye County Sheriff's Office within Nye and Esmeralda Counties.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12561		

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23.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	ORMAT NEVADA	OTHER: REVENUE	\$64,450	
		Contract Description:	This is a new Revenue lease contract for providing rack space and DS1 circuits for Ormat Nevada at Toulon Peak.			
		Term of Contract:	09/01/2011 - 06/30/2013	Consultant: NO	Contract # 12616	
24.	300	DEPARTMENT OF EDUCATION - NUTRITION EDUCATION PROGRAMS	ANN PETRIE	FEDERAL	\$96,000	
		Contract Description:	This is a new contract to provide professional development, coordination, technical assistance and monitoring for the USDA Child and Adult Care Food Program Childcare Wellness Grant.			
		Term of Contract:	10/11/2011 - 10/31/2013	Consultant: NO	Contract # 12596	
25.	300	DEPARTMENT OF EDUCATION - PROFICIENCY TESTING	SCANTRON CORPORATION HARLAND TECHNOLOGY SERVICES	GENERAL	\$60,448	SOLE SOURCE
		Contract Description:	This is a new contract for state mandated writing assessments, for grades 11, 12 and adults to include the design alterations, printing, overprinting of barcodes, and digital print and programming changes necessary to scan/read documents for each assessment at each grade level. The vendor will also prepare reader/scorer data documents and provide answer documents to school districts throughout Nevada.			
		Term of Contract:	09/19/2011 - 06/30/2014	Consultant: NO	Contract # 12667	
26.	331	COMMISSION ON TOURISM - MUSEUMS AND HISTORY - NEVADA STATE MUSEUM, LAS VEGAS	LAS VEGAS VALLEY WATER DISTRICT	OTHER: ADMISSION CHARGE REVENUE	\$106,344	
		Contract Description:	This is the first amendment to the original cooperative agreement, which combines the resources of the State of Nevada's new museum (State) and the Las Vegas Valley Water District's (LVVWD) "eco-island" at the Springs Preserve for a shared community cultural experience; identifies support the two parties can provide each other; and coordinates operating hours, parking, marketing and ticket sales. This amendment provides for the LVVWD to reimburse the State 10% of revenue received from each adult general admission ticket sold with a guaranteed annual prepayment of \$53,172 in fiscal years 2012 and 2013. The LVVWD also agrees to provide the State the following: 1) Two temporary museum attendants at 32 hours/week/person; 2) Four volunteers; 3) Coordination of educational activities; 4) Marketing and advertising; and 5) General ticketing services. The State will provide the LVVWD with between 900 and 2,500 square feet of climate controlled storage space.			
		Term of Contract:	06/01/2010 - 06/30/2013	Consultant: NO	Contract # 12677	

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27.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	H MARK EVANS, PH D	GENERAL 50% FEDERAL 50%	\$25,000		
		Contract Description:	This is the first amendment to the original contract to provide incapacity and disability adjudication decisions and other recommendations necessary for the operation of the Medicaid program. This amendment increases maximum contract authority from \$37,000.00 to \$62,000.00 due to an increase in case load.				
		Term of Contract:	01/13/2009 - 12/31/2013	Consultant: NO	Contract # CONV6978		
28.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	ELKO COUNTY COURTHOUSE	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$1,025,703		
		Contract Description:	This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12593		
29.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HUMBOLDT COUNTY INDIGENT SERVICES	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$524,164		
		Contract Description:	This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12595		

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30.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	LYON COUNTY HUMAN SERVICES	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$1,817,606	
	Contract Description:	This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.				
	Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12594		
31.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - EARLY INTERVENTION SERVICES	UNIVERSITY OF NV SCHOOL OF MEDICINE	GENERAL 65% OTHER: MEDICAID REIMBURSEMENT 35%	\$55,620	
	Contract Description:	This is a new interlocal agreement to provide genetic clinical and professional development services for treatment of children with inherited genetic disorders.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12563		
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	CHURCHILL COUNTY	OTHER: REVENUE	\$221,040	
	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 # 12580		
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	LINCOLN COUNTY CLERK	OTHER: REVENUE	\$54,744	
	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 # 12565		

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34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - COMMUNITY HEALTH SERVICES	NYE COUNTY CLERK	OTHER: REVENUE CONTRACT	\$190,008	
	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 # 12604		
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH DIVISION All Budget Accounts	NEVADA BROADCASTERS ASSOCIATION	OTHER: VARIOUS FUNDING SOURCES	\$500,000	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which provides health related Non-Commercial Sustaining Announcements (formerly Public Service Announcements) throughout the State of Nevada. This amendment extends the termination date from September 30, 2012 to September 30, 2013, and increases the maximum amount from \$500,000 to \$1,000,000, due to an increased need to provide the public with health related information.				
	Term of Contract:	09/08/2009 - 09/30/2013	Consultant: NO	Contract # CONV6846		
36.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SOUTHERN NEVADA ADULT MENTAL HEALTH SERVICES	RICHARD NULL, APN	GENERAL 92% FEDERAL 8%	\$43,200	PROFESSIONAL SERVICE
	Contract Description:	This is an amendment to the original contract to provide support for psychiatric services to the clients of Rural Services Community Mental Health Centers. Nursing and physician assistant services are necessary to provide direct consumer care, evaluations and screenings, medication prescriptions and management, triage, telephone consultation, training, and other such necessary services at mental health clinics in the rural outlying areas of the state. This amendment adds an additional 576 hours of service to the original contract with treatment by Southern Nevada Adult Mental Health Services (SNAMHS). This amendment increases the maximum amount from \$92,740.32 to \$135,940.32 for these services.				
	Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12177		

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37.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - MENTAL HEALTH INFORMATION SYSTEM	MEDIWARE	GENERAL	\$231,958	SOLE SOURCE	
		Contract Description:	This is a new contract with Mediware to provide the Division with pharmacy medication tracking and consumer delivery services at our mental health agencies.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12220		
38.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - SUBSTANCE ABUSE PREVENTION & TREATMENT AGENCY	COOP CONSULTING, INC.	FEDERAL	\$45,750	SOLE SOURCE	
		Contract Description:	This is an amendment to the original contract, which provides training and reporting necessary for the State Epidemiological Outcomes Workgroup (SEOW) program. The amendment adds deliverables related to completing the Substance Abuse Prevention Strategic Plan, and is outlined in the amended scope of work. This amendment extends the termination date from October 31, 2011 to September 29, 2012 and increases the maximum amount from \$72,000 to \$117,750.				
		Term of Contract:	02/08/2011 - 09/29/2012	Consultant: NO	Contract # 11819		
39.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	A&K EARTH MOVERS, INC.	FEDERAL	\$79,200		
		Contract Description:	This is a new contract to remove the deteriorating concrete and asphalt that has become a hazard and to replace it with new concrete and asphalt, to repair the current drainage issues, to construct a walkway and to perform other grading and asphalt work at the Combined Support Maintenance Shop (CSMS).				
		Term of Contract:	Upon Approval - 01/16/2012	Consultant: NO	Contract # 12620		
40.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	H&K ARCHITECTS	FEDERAL	\$12,350	PROFESSIONAL SERVICE	
		Contract Description:	This is a new contract to provide site analysis, structural engineering requirements, HVAC, power, fire sprinklers and all adopted building codes requirements related to the installation of two mezzanines and modular offices to be located within the North and South hangar of the Army Aviation Support Facility (AASF) in Stead, Nevada.				
		Term of Contract:	Upon Approval - 12/30/2011	Consultant: NO	Contract # 12655		

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41.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	H&K ARCHITECTS	FEDERAL	\$31,800	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide design documents for construction of two level pre-fabricated offices on the North and East walls of the existing drill hall at the Plumb Lane Armory in Reno, Nevada.				
	Term of Contract:	Upon Approval - 12/30/2011	Consultant: NO	Contract # 12609		
42.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	JBR ENVIRONMENTAL CONSULTANTS, INC.	FEDERAL	\$17,550	
	Contract Description:	This is the second amendment to the original contract, which provides weed abatement at the Stead Training Center. This amendment extends the termination date from December 31, 2011 to June 30, 2012 and increases the maximum amount from \$22,237.00 to \$39,787.00 due a continued need for these services. The original scope of work will be completed as indicated and planned by December 31, 2011. Additional weed abatement work is needed and federal funds are available to complete this project by June 30, 2012.				
	Term of Contract:	10/12/2010 - 06/30/2012	Consultant: NO	Contract # 11548		
43.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - STATE PARKS	LLOYDS REFRIGERATION, INC.	GENERAL	\$49,800	
	Contract Description:	This is a new contract to provide heating and air conditioning repair for all of the southern region parks. This contract may service Regional Headquarters, Mormon Fort, Spring Mountain Ranch, Big Bend and Valley of Fire. Heating and cooling must be maintained in public buildings for the safety and health of both the public and staff.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12628		
44.	704	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - PARKS - MAINTENANCE OF STATE PARKS- Non-Exec	RELIABLE PUMP, INC.	OTHER: UTILITY SURCHARGE	\$10,000	
	Contract Description:	This is the second amendment to the original contract, which provides on-call services to repair and replace lift station sewer pumps at Big Bend of the Colorado State Recreation Area. This amendment increases the maximum amount from \$9,999 to \$19,999 due to the recent and historical problems with this system.				
	Term of Contract:	11/23/2010 - 06/30/2013	Consultant: NO	Contract # 11756		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
45.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - USGS CO-OP-Non-Exec	U.S. GEOLOGICAL SURVEY	OTHER: PASS THROUGH FUNDS	\$57,800	
	Contract Description:	This is a new contract for the operation and maintenance of a streamflow gaging station on Maggie Creek and a crest stage gage on Simon Creek. Discharge data are collected, reviewed and made available in the annual publication "Water Resources Data - Nevada" and upon request.				
	Term of Contract:	09/26/2011 - 06/30/2013	Consultant: NO	Contract # 12602		
46.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY	NEVADA DIVISION OF WILDLIFE	GENERAL	\$300,000	
	Contract Description:	This is a new interlocal agreement to establish a working agreement between the Nevada Division of Forestry and the Nevada Department of Wildlife to share pilots and maintenance personnel between agencies to better accomplish the agencies' state mission.				
	Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12618		
47.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WASTE MANAGEMENT AND FEDERAL FACILITIES	WINDSOR SOLUTIONS, INC.	FEDERAL	\$300,000	
	Contract Description:	This is a new contract to provide technical support for the National Environmental Information Exchange Network. The Exchange Network is the means by which states can share data with the U.S. Environmental Protection Agency and other partners.				
	Term of Contract:	10/11/2011 - 09/30/2015	Consultant: NO	Contract # 12639		
48.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	ENVIRONMENTAL INCENTIVES, LLC	FEDERAL	\$82,000	SOLE SOURCE
	Contract Description:	This is a new contract to develop a web-based platform that combines the functions of existing, independent stormwater tool and associated databases, forms and reports, thereby minimizing the administrative burden of urban stormwater jurisdictions participating in the Lake Tahoe Clarity Crediting Program.				
	Term of Contract:	Upon Approval - 03/31/2013	Consultant: NO	Contract # 12623		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
49.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	ENVIRONMENTAL INCENTIVES, LLC	FEDERAL	\$472,500	
	Contract Description:	This is a new contract to maximize the return on the investment required to meet the Clarity Challenge by developing a system that will enable Lake Tahoe Total Maximum Daily Load (TMDL) implementation to be managed and operated through a continuous improvement and adaptive management framework. The project will fulfill the outstanding need to link together elements of implementation and accomplishments reporting; status and trends, effectiveness & implementation monitoring; research; and evaluation/assessment in a formalized, transparent and inclusive process with the purpose of informing management and policy decisions.				
	Term of Contract:	Upon Approval - 12/31/2014	Consultant: NO	Contract # 12624		
50.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING	CITY OF WINNEMUCCA	OTHER: COSTS WILL NOT BE INCURRED BY THE STATE	\$23,500	
	Contract Description:	This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within the City of Winnemucca.				
	Term of Contract:	Upon Approval - 06/30/2016	Consultant: NO	Contract # 12418		
51.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING	HUMBOLDT COUNTY	OTHER: COSTS WILL NOT BE INCURRED BY THE STATE	\$85,000	
	Contract Description:	This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within Humboldt County.				
	Term of Contract:	Upon Approval - 06/30/2016	Consultant: NO	Contract # 12419		
52.	754	DEPARTMENT OF BUSINESS AND INDUSTRY - MANUFACTURED HOUSING	LANDER COUNTY BUILDING DEPARTMENT	OTHER: COSTS WILL NOT BE INCURRED BY THE STATE	\$32,500	
	Contract Description:	This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within Lander County.				
	Term of Contract:	Upon Approval - 06/30/2016	Consultant: NO	Contract # 12416		
53.	800	DEPARTMENT OF TRANSPORTATION	OFFICE OF TRAFFIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$900,000	
	Contract Description:	This is a new interlocal agreement to provide support data and other information which will continue the statewide paid media enhancement, Prevent All Crashes Every Day (PACE) for the youth safety driving program; provide pedestrian safety education and awareness; and expand the high visibility enforcement at high crash intersections.				
	Term of Contract:	Upon Approval - 09/30/2012	Consultant: NO	Contract # 12654		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
54.	810	DEPARTMENT OF MOTOR VEHICLES - RECORDS SEARCH	QAS SYSTEMS LTD	FEE: RECORDS SEARCH CHARGES	\$207,891	
	Contract Description:	This is a new contract to provide the annual maintenance for an existing DMV address/verification system that validates and formats addresses in accordance with the United States Parcel Service. This contract also includes an enhancement to allow customers to verify their address in any Nevada DMV public facing web application.				
	Term of Contract:	11/01/2011 - 10/31/2015	Consultant: NO	Contract # 12674		
55.	810	DEPARTMENT OF MOTOR VEHICLES - MOTOR VEHICLE POLLUTION CONTROL	CLARK COUNTY DEPARTMENT OF AIR QUALITY	OTHER: POLLUTION CONTROL FEES	\$920,000	
	Contract Description:	This is a new interlocal agreement to address air quality related issues in the Las Vegas non-attainment area to include but not limited for: development and maintenance of a perpetual emissions inventory for criteria and hazardous pollutants; development of a Particulate Matter (PM10) re-designation request and maintenance plan; continued monitoring of Carbon Monoxide (CO); development of an Ozone re-designation request and maintenance plan; and the continuance of public outreach information and voluntary participatory programs promoting clean air initiatives.				
	Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12615		
56.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	ANYTIME PLUMBING, INC. DBA ABES PLUMBING AIR REPAIR FAST WATER	OTHER: BUSINESS ENTERPRISES OF NEVADA	\$50,000	
	Contract Description:	This is a new contract to provide regular and emergency plumbing, installations, repairs and maintenance services for all needed projects at all Southern Nevada Business Enterprises of Nevada locations in Clark County Nevada, including the three sites at the Hoover Dam.				
	Term of Contract:	Upon Approval - 10/31/2015	Consultant: NO	Contract # 12589		
57.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	COMPLETE ELECTRIC, LLC	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 # 12500		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
58.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	FLEET & INDUSTRIAL SUPPLY CENTER	OTHER: REVENUE CONTRACT	\$836,232	EXEMPT
	Contract Description:	This is the twenty-sixth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment is to exercise Option Year Three for the period of performance from October 1, 2011 through September 30, 2012; incorporate Collective Bargaining Agreement amendment; add Availability of Funds clause; and increase the maximum amount from \$2,561,901.79 to \$3,398,133.79 for the term of the contract.				
	Term of Contract:	10/01/2008 - 09/30/2012	Consultant: NO	Contract # CONV5816		
59.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	NELSON ELECTRIC COMPANY, INC.	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 Business Enterprises of Nevada facilities located in the Washoe County and Carson City areas.				
	Term of Contract:	Upon Approval - 10/31/2013	Consultant: NO	Contract # 12567		
60.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	WESTERN EXTERMINATOR COMPANY	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$15,000	
	Contract Description:	This is a new contract to provide pest extermination services on a monthly and as needed basis as requested by the Business Enterprises of Nevada program staff at all Southern Nevada Business Enterprises of Nevada locations in Clark County Nevada, including the three sites at the Hoover Dam.				
	Term of Contract:	Upon Approval - 10/31/2013	Consultant: NO	Contract # 12587		
61.	950	PUBLIC EMPLOYEES BENEFITS PROGRAM	HEALTH CLAIM AUDITORS, INC.	OTHER: 33% PREMIUM REVENUE, 67% STATE SUBSIDY	\$1,300,000	
	Contract Description:	This is a new contract to provide health plan auditing services for the PEBP plan and its selected vendors.				
	Term of Contract:	Upon Approval - 09/30/2017	Consultant: NO	Contract # 12614		

***10. 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	FEDEX CORPORATE SERVICES, INC.	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is a new Participating Addendum (PA) to the Western States Contracting Alliance (WSCA) contract MA 454 for door-to-door express small package air, expedited ground parcel/pouch, and international delivery services.				
MSA 2.	MSA	VARIOUS STATE AGENCIES	TRANSCEND TRANSLATIONS DBA	OTHER: VARIOUS	\$50,000	
	Contract Description:	This is a new contract to provide non-telephonic translation services, including print, web, and audio translation services for using agencies in need of those services.				
		Term of Contract:	Upon Approval - 08/27/2015	Consultant: NO	Contract # 12653	
		Term of Contract:	Upon Approval - 10/31/2013	Consultant: NO	Contract # 12650	

11. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***12. 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://nevadabudget.org/index.php>

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

October 11, 2011

1. PUBLIC COMMENTS

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

*3. FOR POSSIBLE ACTION – APPROVAL OF THE SEPTEMBER 13, 2011 BOARD OF EXAMINERS’ MEETING MINUTES

*4. FOR POSSIBLE ACTION – APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration - \$715,470.78

The Nevada Department of Transportation (NDOT) is requesting approval of a settlement and release agreement between NDOT and Road and Highway Builders (RHB). This settlement entails \$715,470.78 in compensation for extra work due to alleged contract plan deficiencies at the transition areas associated with a 22 mile long segment of State Route 160. Both parties desire to avoid the cost and inconvenience of litigation and mutually settle any and all claims without admission of liability or fault.

*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 Administration – Motor Pool Division	36	\$745,950
Department of Administration – Public Works Division – Buildings and Grounds	1	\$3,500
Commission on Mineral Resources – Minerals	1	\$31,578
Total:		\$781,028

*6. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapters: **0300 – Contracts. In addition approval is requested for supporting forms.**

***7. FOR POSSIBLE ACTION – REQUEST FOR APPROVAL TO REFUND NURSING FACILITY FEES**

A. Department of Health and Human Services, Health Care Financing and Policy - \$907,888

Pursuant to NRS 353.110 (2), the Board of Examiners may authorize a refund the overpayment of a fee or tax made to a state agency. The Division of Health Care Financing and Policy has requested approval to make a refund to nursing homes in the amount of \$907,888 collected during FY 2010 in excess of that allowed by Federal regulation. This fee was collected by the Division pursuant to NRS 422.3375. An audit by a CPA firm concluded that the overpayment has occurred. The Division has received guidance from the Centers for Medicaid and Medicare Services that a refund is the appropriate course of action. If approved, the Division intends to make refund in the form of credits to fee collections during FY 2012.

***8. FOR POSSIBLE ACTION – LEASES**

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

Clerk’s Recommendation: I recommend approval.

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

***9. FOR POSSIBLE ACTION – CONTRACTS**

Sixty-one independent contracts were submitted to the Board for review and approval.

Clerk’s Recommendation: I recommend approval.

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

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

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

Clerk’s Recommendation: I recommend approval.

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

11. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENT

***12. FOR POSSIBLE ACTION – ADJOURNMENT**

MINUTES

MEETING OF THE BOARD OF EXAMINERS

August 15, 2011

The Board of Examiners met on August 15, 2011, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 9:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Mike Torvinen, Department of Health and Human Services
Charles Duarte, Department of Health and Human Services, Health Care, Financing and Policy
Nancy Bowman, Attorney General's Office
Mike Fischer, Department of Cultural Affairs
Debra Scott, NSBN
John McCuin, Department of Agriculture
Claire Weil, Department of Health and Human Services, Northern Nevada Adult Mental Health Services
Colleen Murphy, Department of Health and Human Services, Mental Health and Developmental Services
Al Kenneson, Department of Health and Human Services, Lakes Crossing Center
Laxmi Bokka, Department of Health and Human Services, Mental Health and Developmental Services
Danette Kluever, Department of Health and Human Services, Child and Family Services
Mark Teska, Department of Public Safety
Johnean Morrison, Department of Public Safety, Highway Patrol
Bernie Curtis, Department of Public Safety, Highway Patrol
Curtis Palmer, Department of Public Safety
Nancy Bowman, Attorney General's Office
Diane Grass, Attorney General's Office
Kendall Howard, Department of Health and Human Services, Mental Health and Developmental Services
Judith Lyman, Department of Health and Human Services, Mental Health and Developmental Services
Elizabeth Conboy, Department of Public Safety, Investigations
Ryan Miller, Department of Public Safety, Investigations
Phil Weyrich, Department of Health and Human Services, Health
Tina Sanchez, Department of Public Safety, Investigations
Katie Armstrong, Attorney General's Office
Kevin Clifford, Nevada Photo Source
Sara Fugii, Nevada Photo Source
Dennis Gallagher, Attorney General's Office

Norman Allen, Attorney General's Office
Carol Sala, Department of Health and Human Services, Aging and Disability Services
Clark Leslie, Attorney General's Office
Wes Henderson, NV Association of Counties
Lindsay Anderson, Economic Development
Joe Pollock, Department of Health and Human Services, Health Division
Daniel Barr?? Office of the Military
Mike Chapman, Falcon Capital
Wendy Simons, Department of Health and Human Services, Bureau of Health Care and Quality Control
Todd Rich, Department of Business and Industry
Bruce Breslow, Department of Motor Vehicles
Dawn Rosenberg, Department of Corrections
Deborah Reed, Department of Corrections
Brenda Ford, Department of Employment, Training and Rehabilitation
Deb Cook, Department of Motor Vehicles
Mike Torvinen, Department of Health and Human Services
Rebecca Salazar, Department of Administration, Victims of Crime in Las Vegas
Kimberlee Tarter, Department of Administration, Purchasing

PRESS

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

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

A. Department of Transportation – Administration - \$5,000,000

This is a recommendation, following a judicial settlement conference, for settlement of an eminent domain action, *State of Nevada v. Falcon Capital, LLC.*, that sought to acquire in fee and by permanent easement three small parcels for the I-580 Freeway Extension Project. Settlement entails the acquisition of 31.5 acres for \$5 million and submission of the issue of the taking of water rights to binding arbitration.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move onto Item No. 4 of the Agenda and to possible action, approval to pay a cash settlement. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before you is a recommendation by the Attorney General's office following a judicial settlement conference for the payment of \$5 million. This is the acquisition for approval of five acres, and the issue of water rights will be subject to binding arbitration.

Governor: Is there somebody here from the Attorney General's Office?

Norman Allen: Good Morning Governor.

Governor: Could you give us an overview with regard to the settlement? It would be helpful for me because there's not a map in here exactly where this piece of property is.

Norman Allen: This property is located on the western side of Washoe Valley on the interchange or the I-580 Freeway Extension Project. This particular piece is just immediately to the south of that which is three small parcels in that location. In the course of this action, NDOT was in breach of contract for some additional compensation for a certain loss of an access road which would connect a piece of the earlier acquisition to the existing piece.

Governor: Now, I had a question. There's an outstanding issue of water rights?

Norman Allen: Yes, that is correct. And the reason for that, this particular item is set for a three-week jury day trial that will be associated with binding arbitration that would probably take about two days. There's some new items going with the arbitration. That is for technical engineering issues.

Governor: What is the exposure on the water rights? I am sure that it is confidential but are we still looking at a matter of liability here if we were to do this?

Norman Allen: Well, there's always the possibility of the liability issues. There's a procedural matter of whether or not the existing improvements and its application would be addressed. Construction of the improvements had not been completed so difficult to resolve the entire lawsuit in light of engineering theories.

Governor: And there is a pretty good gap between our appraisal and the defendants' appraisal.

Norman Allen: There is, but there's two parts. The first part begins with the acquisition of those three pieces, the value would be as appraised the same as commercial value which came out to about 37,000. That was the difference between Nevada's appraisal of three smaller pieces. But I've reached a calculation for 30 plus acres recommended for this settlement.

Governor: Where is the property was located? Also who presided over the settlement conference.

Norman Allen: The property is located in Washoe County and the Settlement Judge was Brent Adams.

Governor: And finally, did you have the ability during the course of the settlement discussions regarding \$800,000 plus?

Norman Allen: Yes. For attorney fees, the original estimation was a little over \$800,000 prior to the three-week jury trial.

Governor: My prior experience there's always a huge difference between the amount of time the Attorney General's office would put in the amount of the other side and this seems like an awful lot of money in attorney's fees for a case proceeded to trial. How long is this case -- when was it filed?

Norman Allen: It has been over five year, we're going into the six year with the prior negotiations between our office and the previous attorneys. This part as to the ~~and~~ the present offer is with the new attorney firm.

Governor: So this amount of attorney's fees is for the former offer and the new offer?

Norman Allen: No, just the last offer with attorney fees for the new firm. Attorney fees for the other firms would bring the fees higher.

Governor: And obviously in your opinion this is a good idea.

Norman Allen: Yes, it is. As a matter of fact fees over this there is a possibility that if the state would incur attorney fees and costs at trial all of those together after a jury verdict.

Governor: What would your outside be for potential disclosure to the state having gone to trial?

Norman Allen: The issues related to the interpretation of an earlier contract that will go to trial along with the claimed loss of water rights

Governor: Do any other members of the Board have questions, concerns? Thank you, sir. I have no further questions. The chair will accept a motion.

Secretary of State: I'll move to approve agenda item 4.

Attorney General: I'll second the motion.

Governor: There's a motion by Secretary of State to approve Agenda Item No. 4 Agenda, and that will be for a payment of \$5 million for resolution of the case of State of Nevada v. Falcon Capital, LLC. Second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes unanimously.

***5. FOR POSSIBLE ACTION – VICTIMS OF CRIME 2011 4TH QUARTER REPORT AND 2012 1ST QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 1st quarter of FY 2012.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: The next item on the Agenda, Agenda No. 5, Victims of Crime 2011 4th Quarter Report and 2012 1st Quarter recommendations. Mr. Mohlenkamp.

Clerk: Thank you Governor. What you have before you is a summary report, claims that were submitted for 4th quarter and 1st quarter, this would be 2012. They are recommending payment of all Priority 1, 2 and 3 claims based on the estimated revenues versus expenditures that will still allow for a additional we are recommending approval and we have Rebecca Salazar in Las Vegas if you have any questions.

Governor: Ms. Salazar, are you present?

Rebecca Salazar: Yes, sir, here in Las Vegas.

Governor: I'm fine with the report. It's great and thank you for your hard work. I'm always surprised about the amount of money that's involved here, but what's a typical claim that is made and are they always represented by counsel?

Rebecca Salazar: No, sir. They are rarely represented by counsel. They simply apply on their own or with the assistance of an advocate from an organization or a police department. The range is very hard to say. It could be something very simple, \$100 bill, and that could be it for a

claim. Or it could go into the hundred thousands or even to a million. It really just depends on the extent of the injury.

Governor: So when you say we've had \$28 million of total victim bills that are submitted and you've paid \$7 million, is that because of your effort in negotiating with the respective medical providers?

Rebecca Salazar: There's not much negotiation that occurs. The way that breakdown happens is the fee scales that we apply to each bill. So the amounts that we will pay on a bill are similar to Nevada Medicaid or Nevada Workers' Comp fee scales. As to when we receive a bill, we simple fee scale it according to the codes that are on the bill, and that's how we get the amount that we will pay.

Governor: Should I assume that when these claims are made none of that's covered by private insurance?

Rebecca Salazar: No. That includes amounts that are covered by private insurance. When someone has private insurance, we pay the co-pays.

Governor: Do any other members have any questions with regard to this Agenda item? No further questions. Thank you very much, Ms. Salazar. The chair will accept a motion to approve Agenda Item No. 5.

Secretary of State: I would move to approve item 5 as recommended.

Attorney General: I'll second.

Governor: There's a motion by the Secretary of State for approval of Agenda Item 5 as recommended, second by the Attorney General. Is there any discussion on motion? Hearing none, all in the favor of the motion please say aye. Motion passes unanimously.

***6. 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 Wildlife – Fisheries Management	5	\$138,937
Total:		\$138,937

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item 6, State Vehicle Purchase. Mr. Mohlenkamp.

Clerk: Thank you, Governor. We have one purchase item in front of you. The Department of Wildlife Fisheries Management Division requests the purchase of five vehicles. This is being accomplished through the use of Federal funds and reserve dollars that are in the general fund for all these purchases.

Governor: And are all these for trucks? I see one example of where there is a truck with over 203,000 miles on it and it was a 2001. I assume that the other four trucks are replacing the five trucks. So it's five replacement vehicles see the example of one, but four others that have high mileage and so we need to bring in some new blood for vehicles.

Clerk: I'm not certain of any leases that do with new vehicles.

Governor: Do any of the Board members have any questions with regard to this Agenda item? Hearing none, the chair will accept a motion for approval of Agenda Item No. 6.

Attorney General: Make motion to approve Agenda Item No. 6.

Secretary of State: Second.

Governor: There's a motion by the Attorney General to approve the state vehicle purchase as described in Agenda Item No. 6, second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes unanimously.

***7. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

Pursuant to NRS 353.268, an agency or officer shall submit a request to the State Board of Examiners for an allocation by the Interim Finance Committee from the Contingency Fund.

A. Department of Agriculture – Predatory Animal and Rodent Control - \$18,500

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$18,500 to support a cash shortfall in FY 11.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 7 (A) through (C) - Request for General Fund Allocation from Interim Finance Committee Contingency Fund. Mr. Mohlenkamp.

Clerk: Thank you, Governor. First of all, Item (A) is the Department of Agriculture allocation in the amount of \$18,500 to deal with the shortfall in fiscal year '11. This is related to the

shortfall and also term leave and annual payments that were not included in their budget. They have submitted a work program to support this.

Governor: I do have one question. Is there somebody here from Agriculture? Mr. McCuin, I think I understand all this. I just need you to help with understanding. This talks about in the first page of our packet you need this money to support a cash shortfall, but it says "a issue and the inability of the agency to realize reimbursements from the Department of Wildlife due to agreement limitations." Could you explain that for me so that I understand what that means?

John McCuin: Yes, sir. There's one category that we support for wildlife, and that category we got 100 percent reimbursement from the Department of Wildlife. In addition to that, we get \$40,000 to support two mountain lion experts. And then in addition to that, we can allocate up to \$26,000 per mountain lion expert in addition to those reimbursed. In this fiscal year, one of those mountain lion experts is one that retired, so then if it's subject to \$40,000 and we could get the 26,000 on the other mountain lion expert, with this mountain lion expert retiring we lost that other 26,000.

Governor: What's a issue so I know in the future?

John McCuin: issue the extra 40,000 and two 26,000 should have been mapped to those two positions, but they were mapped to another category, not the category 15, but another category that has nothing to do with wildlife. And that category is 100 percent funded by general funds and to that category, it reduced the appropriations..

Governor: I have no questions. Why don't we, Mr. Mohlenkamp, go through 7(B) and (C).

B. Department of Agriculture – Veterinary Medical Services - \$43,404

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$43,404 to support a cash shortfall in FY 11.

Clerk's Recommendation: I recommend approval.

Motion By:	Seconded By:	Vote:
Comments:		

Clerk: Thank you Governor. 7(B) is a request from the Department of Agriculture - Veterinary Medical Services for an allocation of \$43,404. Item No. C is for the Department of Public Safety Highway Patrol for a request for \$1,886 from the IFC Contingency Fund.

Governor: Do the Board members have any questions with regards to Agenda Items 7 (A) through (C)? Hearing no questions, the chair will accept a motion for approval for Agenda Item 7 (A) through (C).

Secretary of State: Move for approval of Agenda Item No. 7 (A) through (C).

Attorney General: Second the motion.

Governor: Motion by the Secretary of State for approval of Agenda Items 7 (A) through (C), seconded by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes unanimously.

C. Department of Public Safety – Highway Patrol - \$1,886

The Department is requesting an allocation from the Interim Finance Committee Contingency Fund in the amount of \$1,886 to cover costs associated with visiting dignitary protection in FY 11.

Clerk's Recommendation: I recommend approval.

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

Comments:

***8. FOR POSSIBLE ACTION – REQUEST FOR GENERAL FUND ALLOCATION FROM THE INTERIM FINANCE COMMITTEE (IFC) CONTINGENCY FUND**

Pursuant to NRS 304.230, Governor Sandoval issued a proclamation specifying a special election to fill the Congressional District 2 vacancy will be held on September 13, 2011.

A. Secretary of State's Office - \$539,137

The agency is requesting an allocation of \$539,137 from the Interim Finance Committee Contingency Fund to reimburse counties for all costs and expenses incurred by the counties to conduct the special election.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We move onto Agenda Item No. 8, Request for General Fund Allocation from the IFC to pay contingency fund. Mr. Mohlenkamp.

Clerk: Thank you, Governor. What we have before you is a request from the Secretary of State's office for an allocation of \$539,137 from the Interim Finance Committee Contingency Fund to pay counties for costs and expenses associated with the special election. As you recall, there was a statement from on July 20. The Secretary of State's office subsequently basis provided that the state would provide within 45 days after receipt. This allocation would allow the state to new regulations and we would recommend approval.

Governor: Thank you, Mr. Mohlenkamp. Mr. Secretary, I don't know if you want to provide any information for the record?

Secretary of State: We will try to reduce the expenditures as much as we can.

Governor: Mr. Secretary, and I don't know if this would happen, but if it comes in lower, will that reverted back?

Governor: And then if it comes in over, you then have to come back through this Board to seek that amount of money?

Secretary of State: Yes, sir.

Governor: I would if money is short then we come back so that we can go county by county to see what their expenses were going to be and they were very thorough in terms of breaking it down what their anticipated costs were going to be. I know that when this initially came up in excess of a million dollars, a million and a half dollars, and now we're at \$539,000. So other than that, everything's on schedule with regard to the special election?

Secretary of State: Yes. We explored every avenue we could to try to reduce costs for the election. We went so far as to ask the counties to provide us save a lot of money, and in my estimation probably would have created some budgeted for this election, so be reimbursed with the Contingency Fund.

Governor: Mr. Secretary, would this cause a burden with regard to the use of any funds for this?

Secretary of State: Yes, Governor. We would recommend Congress is not showing any interest in renewing the funds at this point. The decent chance that we have as a result of that, we have done some preliminary analysis as to what it would take to replace all the machines in the state, and we estimate it's about \$18 to \$20 million. Eventually we will have so spending this amount of money probably would be short-sighted Contingency Fund.

Governor: Thank you, Mr. Secretary. Madam Attorney General, do you have any questions with regard to this Agenda item?

Attorney General: No.

Governor: The chair will accept a motion for approval of Agenda Item No. 8.

Attorney General: Move for approval of Item No. 8.

Secretary of State: Second.

Governor: Motion by the Attorney General for approval of Agenda Item No. 8 in the amount of \$539,137, seconded by the Secretary of State. Are there any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes.

***9. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL**

The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of additions in the following Chapters: **0200 – Travel, 2600 - Claims**

Clerk's Recommendation: I recommend approval.

Motion By: Attorney General

Seconded By: Secretary of State

Vote: 3-0

Comments:

Governor: Agenda Item 9. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Now to State Administrative Manual changes. First has to do with Travel, chapters 0200. What we're doing here is making clear the miles that can be claimed by state employees when they are traveling to locations other than their primary work assignment. What this does is it clarifies that -- it makes it clear because this was done in an audit that we found that there was inconsistencies. Some people were going to the airport in Reno. Some people were charging the miles all the way from their residence even when their normal duty assignment is in Carson City. Others were charging only from Carson City to the airport. This clarifies that that mileage is acceptable and appropriate and applies to where people are living. So we believe this is a good clarification.

Governor: Thank you, Mr. Mohlenkamp. Very thorough explanation. Any questions from the other Board members?

Clerk: The second item, just to clarify, is Chapter 2600. And this is to clarify that an agency cannot make any direct expenditures in the reserve category. Instead as is supposed to be the case, this is just clarifying what everybody knows is standard practice. We had something where it wasn't handled appropriately, so we wanted to clarify our relation and this makes a clarification in chapter 2600.

Governor: Just for my benefit on that travel status, the first one with regard to this new section 7 I guess it would be, is that common or is that just a small issue with regard to mileage claims?

Clerk: Governor, I don't have the details on the severity of the issue. I know from my past experience there's been some inconsistency and I think this clarification is definitely needed.

Governor: I have no further questions. Any other questions from Board members? The chair will accept a motion for approval of Agenda Item No. 9.

Attorney General: I'll move for approval Agenda Item No. 9.

Secretary of State: Second.

Governor: The motion by the Attorney General for the approval of Agenda Item No. 9 to the State Administrative Manual, seconded by Secretary of State. Questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes unanimously.

***10. FOR POSSIBLE ACTION – TORT CLAIM**

Approval of tort claim pursuant to NRS 41.037

- A. Stephen D. Heslop – TC15639
Amount of Claim – \$89,999.00**

Recommendation: The report recommended that the claim be paid in the amount of \$89,999.00.

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

Comments:

Governor: Agenda Item No. 10, Tort Claim.

Clerk: Thank you, Governor. There is one tort claim action before the Board for consideration in the matter of Stephen D. Heslop. I believe there's Nancy Bowman, if she's here.

Governor: I don't have any questions. It seems to me to be a pretty clear liability case. And this also appears to me to be very in the amount of \$89,999 plus that includes the attorneys' fees as well. Do any other Board members have any questions with regard to this Agenda item? The chair will accept a motion for the approval of Agenda Item No. 10.

Secretary of State: Item No. 10.

Attorney General: Second the motion.

Governor: There's a motion by the Secretary of State to approve Agenda Item No. 10 in the amount of \$89,999. That would break up the settlement which would be \$74,999 for Mr. Heslop for medicals bills and his pain and suffering, and payment of \$15,000 for attorney's fees to Mr. Stephen. Mr. Heslop's medical expenses associated with this incident are \$73,173. So we have a motion, second. Any discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes.

***11. LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 11, Leases. Mr. Mohlenkamp.

Clerk: Thank you, Governor. There are three leases on the Agenda for consideration by the Board. All are with the Department of Health and Human Services. The first item is Mental Health. This is in the amount of \$1,560,438. The second item is Mental Health and Rural Services division, and that is for \$259,776. And then the third is the Welfare and Support Services division, and that is \$156,921, and we have no concerns.

Governor: Thank you, Mr. Mohlenkamp. I will note on that first lease that this was a landlord voluntary retroactive lease rate reduction wherein the state is going to save \$86,385. Any other

questions from Board members with regard to Agenda Item No. 11? The chair will accept a motion.

Secretary of State: I'll move to approve agenda item 11.

Attorney General: Second motion.

Governor: There's a motion by the Secretary of State for the approval of leases one, two, and three, approved within Agenda Item No. 11, second by the Attorney General. Discussion or questions? Hearing none, all in favor of the motion please say aye. Motion passes unanimously.

***12. CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Next Agenda Item, Contracts.

Clerk: Thank you, Governor. Before the board are 79 separate contracts for consideration. We have representatives of different divisions and departments are here to answer questions.

Governor: I'll go ahead and call out my hold outs 28, 29, 35, 36, 67 through 73, and 75. Do any other Board members have hold outs? Why don't we begin with Contract No. 28. Is there somebody here who can just give me a brief explanation? Do you have any background in this contract?

Phil Weyrich: Yes, I do. The bottom line is just consolidation for the claim versus your benefits that were state employees. The staffing provides for essentially consolidation factor to bring in all of the insurance companies instead of having to deal with each claim separately. I thought was going to be here to address the details and the questions on that, but as I understand from her description to me, this is a good rule for the state. It will help us to not only consolidate capture, but also to realize the cost benefits.

Governor: Next would be Contract No. 29 - Commission on Economic Development. Could you just provide a baseline and a brief description of what this contract's for?

Lindsay Anderson: Of course. We recently concluded a formal purchasing, and those. The marketing contract, because of the way our budget ended up in the legislature through the end of December for economic development in the state of Nevada so we can engage contract as we move forward. Most of the funds are used on marketing for out of state businesses, marketing programs that we offer things like that.

Governor: Could you give me like a concrete example of what running a TV ad or a print advertisement?

Lindsay Anderson: Like I said, the scope is still a little bit in flux. It absolutely could be print advertising our website. We recently launched a campaign called Power of Success which runs their ads that show video testimonials of businesses that are successful. We try to show intended to be.

Governor: Further questions? Thank you very much. That moves us to Contract 32. Oh, I didn't call that one, did I? Contract 32. Would you just briefly describe what this contract does.

Charles Duarte: Well, it's a long-established contract that we have with Washoe County. It's established with the NRS. Washoe County provides \$1.5 million a year in county revenue which eases to pay hospitals Nevada for to provide some level of funding to hospitals low income people. So this takes care of the county obligations.

Governor: Contract No. 35. Good morning, sir. I just wanted a description of what brought us here and contract accomplishes.

Charles Duarte: Yes, sir. During the last legislative session, there were several cases throughout the state remove the general fund from and allowing the counties to help us. One of those has to do with restaurant and food inspections things like that. And so based on the number of restaurants and facilities in each county, it was determined that each county would provide basically funds to support those inspection efforts.

Governor: Thank you. Now, are you also here on Contract 36? This says this is a new contract with the Nevada State Board of Nursing. How were all these functions handled before?

Phil Weyrich: Actually, this is not a renewal, but this contract has been in existence for a large number of years. We normally do them for two to four years, so this is a new contract to continue those services.

Governor: Thank for the clarification because that was my impression that it's a new local agreement.

Phil Weyrich: Normally, yeah. The restriction is normally four years, so every four years we do a new contract.

Governor: We move onto 67 through 73. Is there someone here from Department of Insurance?

Todd Rich: I was hoping that there would be someone here from fiscal.

Governor: And these are all similar contracts where we're seeking to increase the amount for each of these individual entities, are insurance companies Division of Insurance?

Todd Rich: That's correct. This is in conjunction with so we contract with a third-party insurance companies that work with the state of Nevada so it's increasing the amount that we can charge and then we're reimbursed by the insurance companies.

Governor: So why the increase? For example, most of them are from 1.2 million to 1.8 million. Is that just a contract extension? Are you seeking to do more audits?

Todd Rich: That's correct. We want to increase the amount so we can increase the number of examinations to meet the thresholds.

Governor: So does that mean we're not doing enough now?

Todd Rich: Well, it's been an issue in the past. I think the division is at the point where they want to make sure that there are no and we don't fall back to what happened years ago where it was a little dicey. But these are not new appeals.

Governor: One other question that I'd ask that you could look into. I know that I've talked to some of the insurers and some of them were concerned and they felt like they were being overcharged by the auditors. I don't know if that's or not, but perhaps somebody could ask them about that.

Todd Rich: Absolutely. certainly something we want to stay away from. And would you like us to report back to your office?

Governor: Yes, please. Thank you, Mr. Rich. Contract 75. I believe I saw Mr. Breslow. I know we have this letter in here explaining the background on this contract. It is a large number. I think it's a great opportunity for the state, so I wanted to give you an opportunity to talk about the contract and what it does.

Bruce Breslow: Thank you, Governor. It's good seeing you all again. This number is very large, but instead of an expense for the state, this is actually a savings for the state. Instead of the state writing a check out of the Highway Fund for the kiosk legislature to change the law to allow us to allow the user to pay at the time of the transaction. So the number that you see here is an estimated number of transaction dollars over the next ten years, so contract. That won't be coming from the Highway Fund in the future. It'll be paid at the time of each transaction. The goal is to put a kiosk instead of making people come to the DMV and spend just a wonderful hour or two of their life, putting them in grocery stores in neighborhoods and things like that. The number you see here isn't the cost to the state. It's actually the estimated amount of transaction dollars. Instead of paying into the Highway Fund, the state won't have to pay that anymore.

Governor: Will you take us through some examples of transactions that would be conducted via this kiosk?

Bruce Breslow: Certainly, Governor. Right now the kiosk and the number one transaction is a registration renewal, about 99 percent of the transactions. These machines actually have a special printer, and besides your receipt, they print the sticker from the machine. So if you want to register your vehicle, you can do it in north Las Vegas as of two weeks ago at an Albertsons, you can do at a in Sparks, you can do at a Wal-Mart in Las Vegas are interested in partnering with the state. The goal is to do that so transactions and the number one is vehicle registration. What we're working on and we hope to have it in place, well, if this contract is approved, we're gonna probably roll out the new machines in the spring, and they will allow you to do the every four year driver's license renewal as well as the that's what you can do on the Web right now. So

we're hoping to take about 12 percent of the line, the people that are currently coming to the DMV, and making it a lot more convenient for them not to and to do it in their neighborhood. So if it went perfectly, we would remove 12 percent of the people from our lines, so we have and a lot of the places that want to host these kiosks are doing a lot of money for us.

Governor: And that was going to be my next question, you anticipated that. How are we going to let the general public know that they can go to their local grocery store or library to do this transaction?

Bruce Breslow: Well, we will with our -- I think we have \$5,000 in promotion funds, but luckily the grocery stores are a lot more proactive. They've been putting flyers in the grocery bags. One of the stores had made little footprints on the floor that said, "This way to the DMV," leading to the kiosk. And we make sure that we get a location in the front of the store typically where they would have the video rental or Redbox or some of the other top features in the front, rather than going in the back of the store.

Governor: Will you explain to me what 12 percent of a line means?

Bruce Breslow: Well, it's an hour wait dropping down to 48 minutes. Is that 12 percent approximately?

Governor: I want to compliment you because I know that the wait times have been reduced significantly and you accomplished that through posting online with the wait times at various locations are so that allows folks to go online and be able to choose where they're going to do their transaction. This will reduce it that much more. And as time goes on there will be even more opportunity for more transactions. What is the biggest issue with regard to the wait times at the DMV right now?

Bruce Breslow: It's educating the public that they can go online and do almost all the transactions at home. Where all of the education campaigns in the past, we still hit the wall at about 33 percent of people that are using online services. For some reason there's a group that prefers the kiosk even though the kiosk is really an online connected box. But you press a button and it walks you through it and talks to you as you go, so a lot of people that were afraid to do a transaction at home on their computer, don't have a computer.. So we're hoping to penetrate another market. The next big thing for us is working with twisting the arms of the local assessors so that veterans don't have to go to the assessor's office to get an exemption form and have to wait in line at the DMV. If we can get all those veterans to be able to do their transactions kiosk and online services, that's another large percentage of people that don't have to come to our offices.

Governor: Thank you, Mr. Breslow. Any other questions from the Secretary?

Secretary of State: Can you explain a little bit about having the organ donor program kiosks? I want to thank you for your efforts very important that you be acknowledged for your hard work. So I was curious as to how that'll work.

Bruce Breslow: That's really important. There are so many people in Nevada that need a new organ and they go on a waiting list in California, and they're treated almost like second class.

They take a back seat. The organization in Nevada raises awareness and brings Nevadans first on the list. So making the public aware, and I have a little red heart on my driver's license as to still works. take advantage of it, but the awareness is something that's really important. So I've talked to the kiosk company. And while we want to keep the screen with multiple transactions, I asked them last week if we could put a big heart sticker on the machines so that we could do that, and they said, yes, of course. We're gonna keep working last week 'cause she's on the task force. She tried to get the group to do a little bit more in promotions. For instance, balloon rides in front of the DMV to raise awareness that you can fill out the form right there. Ideally you'll be able to fill out the organ donation card on the kiosks in the future, but when you use the touch screen it may be a little harder and we're not sure if that fits on a kiosk.

Attorney General: Mr. Breslow, thank you. And thank you for the briefing on this. Let me ask you, you had talked about 40 additional kiosks than what you have now; is that correct?

Bruce Breslow: Forty in the first year or two. And if the numbers hold up, the number of transactions that were companies agree to roll out as many as we -- most of them would be based in Las Vegas because that's where the backlog is.

Attorney General: And that was my next question because it sounds like majority of them will be in Southern Nevada.

Bruce Breslow: Yes, it's important. The population there has so much expansion of the community physically is to keep the amount of the cars off of the road.

Attorney General: And then would you mind talking long term? Because we had talked a little bit about the use of this kiosk long term and DMV purposes, but for maybe other needs and services as well.

Bruce Breslow: When we bid, I talked with a lot of other department heads and said, would your department be interested if we end up with 48 kiosks around the state that can do transactions, would you be interested in whether you do your hunting license or pay your fines, and things like that, and I found a lot of from the Department of Public Safety, from others, governmental kiosks are pretty much becoming commonplace around the country. And if these obviously can do a and that's what we have done. There's another state agency, one that uses kiosks. You also asked if we would come back before you all before the two-year renewal cycles, e-mail from the vendor saying, yes, they'd be glad to come before you in the future.

Governor: One final question, Mr. Breslow, which was prompted by the Attorney General, are we at the cutting edge in terms of best practices in the country?

Bruce Breslow: California's DMV director admitted that they got a late start, but he plans to go past us because he has hundreds of millions more dollars in man power, but we pretty much broke the ice on this. The state of Washington they were looking at kiosk programs. This is not something I started. This is something that was launched previous administration.

Governor: Thank you very much. Any other questions from Board members with regard to Agenda Item No. 12, Contracts 1 through 79? The chair will accept a motion.

Secretary of State: I'll move to approve agenda item 12.

Attorney General: I'll second the motion.

Governor: Motion by the Secretary of State for approval of Agenda Item No. 12, Contracts 1 through 79, a second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes.

***13. MASTER SERVICE AGREEMENTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We have one more Agenda item and that will be Agenda Item No. 13, Master Service Agreements. Mr. Mohlenkamp.

Clerk: Thank you, Governor. There are two agreements for consideration by the Board. Both of these are temporary employment service agreements, and they each are extending the term by a year and \$3 million each. These agreements are those that are used by many state agencies when we need temporary employment for labor. So instead of having to go through an arduous process, they go right to the Master Service Agreements and can receive the services they need. So you would have Kelly Services and Manpower contract people.

Governor: Is there an issue with these contracts associated with legislation?

Clerk: Governor, before you passed and Kimberlee Tartar from the purchasing division is here to provide you a briefing on it if you need.

Kimberlee Tarter: With respect to these two contracts and how they are now going to change under 8240, we were required that these contractors provide state agencies notice when an individual comes to that agency as a prospective temporary employee. And if they are a former state employee within that two year window, then an agency has actions that they have to take. There's under 8240 several changes that are going to be enacted. One with respect to direct contracting with current and former employees, and then the relationship with temporary employment agencies and former employees. So through our temporary employment contracts, we put restrictions in place, notifications that the contractors have to provide to the agencies, and then there's policy that's being drafted that will instruct the agencies as to what they need to do in order to bring that individual on as a temporary employment if that is in fact their direction. 8240 as a whole we have drafted policy that would be going out for contracting requiring that they have to be done with the procurement process if you choose to contract. However, those contracts as a result of that assembly bill will require the Board of Examiners' pre-approval of that employment relationship. So there's actually going to be two full Board of Examiners approval process in that instance. So if you're going to contract directly, you have to then come to the Board of Examiners, request pre-approval of that employment relationship with that

current or former employee. And then if the Board agrees to that, then the agency has to go back and complete the contracting process and then bring their contract forward to the Board of Examiners for actual ratification of the contract. So it will create not only additional checks and balances with respect to this, but the agencies will have to be aware that there's an additional time period that they're going to have to consider when they're anticipating the employment contract.

Governor: Do we have state employees who are also contracted with the state via these temporary agencies?

Kimberlee Tartar: I don't recall if the audit found current state employees coming back through the temporary employment agencies. That may be the case. I've had some discussions with individuals at Health and Human Services, and it sounds like they have some nurses or other individuals that have come back. The audit that was done prior to 8240 taking place on this situation, contracting current and former state employees, did identify former state employees coming back with different employment agencies. I don't know if they identified current employees, but we're trying to close that gap.

Governor: And so how this will work in the future, for clarity, is that if there's a former state employee who separated within two years and that individual wants to contract with the state either through a temp agency or outside with a temp agency, that proposed agreement would have to come to this Board for pre-approval. And then once that's approved then they go back to the state agency which then the contract would have to be formally be approved by this Board after that.

Kimberlee Tartar: Yes, that's correct.

Governor: Any other questions?

Attorney General: Just a couple of clarifications. That is true whether or not they're going through a temp agency, correct? So if they say they contract with the state, they still have to go through the processes that are set up for 8240; is that correct?

Kimberlee Tartar: It's slightly different only because the temporary employment agency contracts already have the State Board of Examiners' approval. So it doesn't quite flow the way a contract outside of the temp agencies would flow. But what we have done is require a Board Examiner's pre-approval of that employment relationship before they can employ with a temporary employment agency, so there is no secondary Board of Examiners' approval of the contract itself in light of the fact that the contract has been approved and are in place. But they cannot move forward with any of those agreements to establish that relationship unless they receive pre-approval. And then once the pre-approval is provided, or if it's provided, then they can move forward with the work orders.

Attorney General: And so how are the state agencies then made aware of the changes here? my attorneys that represent those agencies would be willing to work with purchasing to make sure we get the information out to the agencies.

Kimberlee Tartar: What we will be doing, we're looking to finalize, there are still a few questions that need to be addressed with respect to the and how that affects contracting with

current employees, that has been elevated to personnel's Deputy Attorney General so we can get a formal opinion and some guidance on that. Once we have those final pieces in place, we'll work through the Department of Administration and issue memo of the policy changes, and we also anticipate doing a workshop and putting information out there so we can actually explain to them what this process is and does.

Secretary of State: And just regulatory changes as needed before you in October because there is a legal question..

Governor: Further questions with regard to Agenda Item No. 13? Hearing none, the chair will accept a motion for approval of Agenda Item No. 13, Master Service Agreements 1 and 2.

Attorney General: Move for approval Item 13.

Secretary of State: Second that.

Governor: The motion by the Attorney General for approval Agenda Item No. 13, Master Service Agreements 1 and 2, seconded by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion please say aye. Motion passes.

14. BOARD MEMBERS' COMMENTS/PUBLIC COMMENT

Comments:

Governor: Agenda Item No. 14. First I'll call for any public comment. Is there any member of the public here in Carson City that would like to provide comment to the Board? I don't see anybody in the room in Las Vegas. Are there any Board Member comments?

***15. FOR POSSIBLE ACTION – ADJOURNMENT**

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

Comments:

Governor: Moving onto Agenda Item No. 15. Is there a motion for adjournment?

Attorney General: Motion to adjourn.

Secretary of State: Second.

Governor: Motion by the Attorney General, second by the Secretary of State. All in favor of the motion please say aye. Motion passes unanimously. Thank you, ladies and gentlemen.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

MINUTES

MEETING OF THE BOARD OF EXAMINERS

September 13, 2011

The Board of Examiners met on Tuesday, September 13, 2011, in the Annex on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Jeff Mohlenkamp

Others Present:

Dave Prather, Department of Health and Human Services, Mental Health and Developmental Services
Roger Miles, Office of the Attorney General
Charles Duarte, Department of Health and Human Services, Health Care Financing and Policy
Christi Smith, Department of Public Safety, Highway Patrol
Tammy Trio, Department of Public Safety, Highway Patrol
Richard Wiggins, Department of Public Safety, Highway Patrol
Nancy Bowman, Office of the Attorney General
Jim Lawrence, Department of Conservation and Natural Resources, State Lands
Mechelle Merrill, Department of Employment, Training and Rehabilitation
Richard Barthlet, University of Nevada, Reno
Sue Smith, Department of Health and Human Services, Welfare and Supportive Services
Stacey Woodbury, Gaming Control Board
Emily Nunez, Office of Energy
Bill Chisel, Department of Taxation
Jennifer Bauer, Department of Public Safety
Deborah L. Reed, Department of Corrections
Greg Cox, Department of Corrections
Linda Parvin, Department of Employment, Training and Rehabilitation
Grant Nielson, Department of Employment, Training and Rehabilitation
Daphne Deleon, Department of Administration, Library and Archives
Jo Malay, Department of Health and Human Services, Health
Julie Butler, Department of Public Safety, Records Bureau
Kendall Howard, Department of Health and Human Services, Mental Health and Developmental Services
Christine Goetz, Department of Health and Human Services, Mental Health and Developmental Services
Barbara Legier, Department of Health and Human Services, Mental Health and Developmental Services
Phil Weyrick, Department of Health and Human Services, Health
David Olsen, Department of Transportation
Jamie Vacek, Department of Transportation

Liz O'Brien, Department of Health and Human Services, Mental Health and Developmental Services
Colleen Murphy, Department of Health and Human Services, Mental Health and Developmental Services
Rachel Richards, Department of Health and Human Services, Mental Health and Developmental Services
Mel Rosenberg, Department of Health and Human Services, Health Care Financing and Policy
Joe Pollock, Department of Health and Human Services, Health
Sharyn Peal, Department of Education
Laura Smolyansky, Department of Information Technology
Dawn Rosenburg, Department of Corrections
David Gustafson, Department of Information Technology
Romaine Gilliland, Department of Health and Human Services, Welfare and Supportive Services
Judith Lyman, Department of Health and Human Services, Mental Health and Developmental Services
Michael Fischer, Department of Cultural Affairs
Katie Armstrong, Office of the Attorney General
Harold Cook, Department of Health and Human Services, Mental Health and Developmental Services
Mark Costa, Department of Cultural Affairs
Clark Leslie, Office of the Attorney General
Dennis Gallagher, Office of the Attorney General
Mike Torvinen, Department of Health and Human Services
Mike Willden, Department of Health and Human Services
Patrick Cates, Department of Wildlife
Tamara Nash, Department of Employment, Training and Rehabilitation
Marsha Sabori, Department of Employment, Training and Rehabilitation
Kim Morigeau, Department of Employment, Training and Rehabilitation
Brenda Ford, Department of Employment, Training and Rehabilitation
Greg Weyland, Department of Education
Tom Macdiarmid, Department of Education
Kim Perondi, Department of Administration, Purchasing

PRESS

Sean Whaley

1. PUBLIC COMMENTS

Comments:

Governor: The first item on the agenda is public comment. Is there any member of the public here in Carson City that would like to provide public comment on any matter in the agenda? Seeing none, is there any member of the public in Las Vegas who would like provide public comment on any matter on the agenda. Seeing none, we'll move onto Agenda Item No. 2.

*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:		

Governor: I am going to remove that item from the agenda, that is For Possible Action - Approval of the August 15, 2011 Board of Examiners' Meeting Minutes. Mr. Mohlenkamp, it's my understanding those minutes aren't ready for review yet.

Clerk: Governor, thank you. Yes. We will have this and the minutes from today's meeting on the next agenda.

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

Governor: Move onto Agenda Item No. 3, State Administrative Manual Revisions. Mr. Mohlenkamp.

Clerk: Thank you, Governor. This modification to the State Administrative Manual provides for an increase in the tort claim payment threshold for the Attorney General's office from 75,000 to 100,000. This is in line with revisions to enter as 41.035 which becomes effective on October 1.

Governor: Madam Attorney General, did you have any comment on this item?

Attorney General: No. Other than the changes are pursuant to some statutory changes that the legislature made. So other than that, if you're taking motions, I move for approval.

Governor: There's a motion by the Attorney General to approve Agenda Item No. 3. Is there a second?

Secretary of State: Second.

Governor: Second by the Secretary of State. Are there any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

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

Comments:

Governor: Agenda Item No. 4, Approval to Renew Building Lease. Mr. Mohlenkamp.

Clerk: Thank you, Governor. You have one lease in front of you. That is Division of State Lands is leasing a facility, billing to JOIN, Inc., which is Job Opportunities in Nevada. This is an ongoing lease that has been in existence since the mid-'90s, and we would recommend approval.

Governor: Thank you, Mr. Mohlenkamp. I do have one question with regard to it. It is a below-market lease rate, but there's a good reason for that, correct?

Clerk: Yes, Governor. This is actually an old BOM facility, and it's outside the commercial zone in Winnemucca. It is below market, but it is also for a non-profit that provides valuable services to the community, and there are very few instances of these in our state.

Governor: There is a statutory provision for this type of rate as well, that being NRS 322.065.

Clerk: That's exactly correct.

Governor: Any other Board members have questions with regard to Agenda Item No. 4? The Chair will accept a motion for approval.

Attorney General: I'll move for approval.

Secretary of State: Second it.

Governor: There is a motion by the Attorney General for approval of Agenda Item No. 4, second by the Secretary of State. Is there any discussion or questions on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

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

Comments:

Governor: Agenda Item No. 5, State Vehicle Purchase. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before you, you have two separate vehicle purchases, one for the Department of Corrections for seven vehicles. This is in line with their budget appropriations, part of that. Then you have the Department of Wildlife, their Law Enforcement division, five vehicles. And this is being paid for with additional grant funds and reserve funds that are available. These vehicles being replaced in Wildlife are 140,000 miles plus. They're used on off roads out in the boonies, and these are needed by the department to ensure safety of their staff.

Governor: Thank you, Mr. Mohlenkamp. That was my observation is that that's a large number of vehicles, but they are high mileage, and given the remote places these vehicles go, the last thing we'd want is one of our folks to be caught in the middle of nowhere with a broken vehicle. Any other questions from Board members? The Chair will accept a motion for approval.

Attorney General: Move for approval.

Secretary of State: Second it.

Governor: We have a motion for approval for Agenda Item No. 5, State Vehicle Purchase by Department of Corrections as well as Department of Wildlife, second by the Secretary of State. Is there any discussion or questions on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

***6. LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 6, Leases. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Would you like to take these all three at once or separate them?

Governor: All three, please.

Clerk: Okay. You have three separate leases on the Agenda. One is for the lessee is the Board of Massage Therapy. The second is Department of Business and Industry and Nevada Department Transportation Authority. And then you also have Health and Human Services Rural Services Section. And all three of these leases are in line with market rates and we have no problems with these leases.

Governor: In fact, Mr. Mohlenkamp, Lease No. 2 provides for a \$1,000 per month savings over the prior lease rate. Any other questions from Board members on Agenda Item No. 6? Seeing none, the Chair will accept a motion for approval.

Attorney General: Sure. I'll move for approval of Agenda Item No. 6.

Secretary of State: Second.

Governor: There's a motion by the Attorney General for approval of Agenda Item No. 6, a second by the Secretary of State. Are there any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes.

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

Comments:

Governor: Agenda Item No. 7. Mr. Mohlenkamp.

Clerk: Thank you, Governor. On the Agenda are 106 separate contracts for consideration by the Board.

Governor: I do have some hold outs. Contract 35, Contracts 45 to 50, Contract 51, which will include questions on some other related contracts, but I'll just hold out 51, Contract 68, 76 and 77, 85 and 100. Do any of the other Board members have any contracts they'd like to hold?

Attorney General: No, Governor. You identified the ones I had questions about.

Governor: So is there somebody from the Department of Education with regard to Contract 35?

Tom MacDiarmid: For the record, I'm Tom MacDiarmid with the Nevada Department of Education, Office of Assessments, Program Accountability and Curriculum, representing Contract No. 35.

Governor: Thank you, Mr. McDermott. My question is with regard to the soundness of the contract. It is only this, I have heard from some of the schools about their concern about how early the test is administered, and they would like to perhaps -- was there any ability for that test to be administered later so that students have more time to prepare for it?

Tom MacDiarmid: Yes. We have adjusted our window for the alternate assessment to be later. I believe it's February 1 through March 15, or maybe that's April 30. We've adjusted to align with the CRT testing, that's been adjusted by 45 days.

Governor: So the time has been extended by 45 days than it was before?

Tom MacDiarmid: The testing window for the CRT testing, the Criteria and Reference Test, in grades 3 through 8, has been moved 45 days. And this is the alternate assessment that aligns with that assessment, so we've also adjusted this window to be later in the school year.

Governor: Does that include the high school proficiency?

Tom MacDiarmid: No. The high school proficiency, the testing windows for that test have been set, the windows haven't been changed this year.

Governor: Is that any concern to you with regard to high school proficiency? Is there any ability to make that a longer window?

Tom MacDiarmid: Right now the window for the high school proficiency exam is -- we administer that test four times a year, November, March, May and July, and each of those windows, except for the May test, is a week long.

Governor: That's all I have. Any other questions from Board members for Mr. MacDiarmid? Thank you, sir. We move onto 45 to 50. Mr. Willden, I saw that you were present.

Mike Willden: Good morning, Governor. For the record, I'm Mike Willden. I serve as the Director of Health and Human Services. The contracts in question are contracts that the health division has with our community health nursing programs. With me at the table today is Mr. Weyrick, who can answer any detailed questions. But just a couple of things that I think that maybe the line of questioning, I've talked with you Governor that there are a number of contracts that we are negotiating with the counties, that the legislature approved where we're assessing the counties to provide certain services. This is part of that process. We probably will be bringing somewhere up to 120 to 150 contracts to the Board over the next couple Board meetings where we are negotiating these assessments that the counties have to pay for various human services. The Community Health Nursing contracts, the counties have been in partnership with that for a significant number of years. Mr. Wyrick can answer that in detail. What's new with these

contracts this year is there's new language in here pursuant to Senate Bill 471, passed in the legislature that the counties, in addition to our relationship with Community Health Nursing, also have a fiscal obligation for tuberculosis screening and testing and sexually transmitted disease screening and testing. So the contracts going forward have the traditional Community Health Nursing relationship, and we've also incorporated into the contracts going forward the county's responsibility for TB and STD. The contracts before you are the initial wave that we have got signed. At the next Board of Examiners' meeting we will be bringing additional contracts on Community Health Nursing. Also we'll be bringing contracts dealing with the Medicaid, what we call the County Match program. We'll be bringing in consumer health protection from the Health Division, and the county's and assessments to pay for some of the consumer health protection. We will be bringing in contracts on rural mental health services to mentally retarded children. We'll be bringing contracts for youth parole assessments and rural child protective services. All of those contracts are in various stages of negotiation. These are the first wave of contracts being signed by the counties.

Governor: Thank you, Mr. Willden. You've anticipated my question is that in the meantime the state is providing those services?

Mike Willden: Absolutely. We are providing those services using our general fund dollars that we had appropriated by the legislature. It will be a concern if we don't get all these contracts negotiated by mid-year that our general funds will be depleted and we'll have problems by mid-year. I set a goal that we would have all the contracts negotiated by the end of September. And again, I have a spreadsheet I can provide to the Board. I apologize to Secretary of State Miller, I didn't get one to his office. If you look at the spreadsheet, the yellow on the spreadsheet is where we've been successful in negotiating the contracts with the counties and/or we've received payments from the counties. I've got to get this whole spreadsheet turning yellow, and you can see I have about a third of it yellow and two-thirds of it not yellow. Everyday new contracts are coming in, new negotiations are resolved. I would expect within the next two weeks that we'll have most of this being successful negotiations. The only thing I would report to the Board that I can tell you has been communicated to my office that will definitely be a problem is Carson City on the spreadsheet and the assessments for rural child protective services and the assessment for youth parole. They're about two-thirds of the way down on the spreadsheet. Carson City has sent me a letter that indicates that they will not pay those assessments based on their interpretation of the statute. I am working with the Attorney General's office and the legislative legal counsel to provide additional legal guidance to Carson City hoping to convince them to pay the assessments and not have to have a legal battle of some sort. So that's the only county that has indicated that they don't intend to pay the assessments.

Governor: Thank you, Mr. Willden. What is delaying entering into these contracts? Is it the reasonableness of the charge? I mean, when you say you're negotiating, what are the issues that are being negotiated?

Mike Willden: Governor, members of the Board, there are several things that maybe I could just kind of briefly identify some of those. With regards to the largest one which is the Medicaid county match, which is the first line, it was some issues over length of the contract and some billing mechanisms and some new issues there dealing with that we're not only billing them for institutional services, people that are in a nursing facility, but also people who are in our waiver programs. So we've had some back and forth with staff. We got to attend 10 or 11 Board of

County Commissioner meetings, and there's been a high level of discussion. So I think all of those contracts are in the final stages of being negotiated. With regard to world developmental services, which is the third, fourth and fifth lines on the spreadsheet, that's just a whole new paradigm for the counties. There wasn't even a law passed to shift that responsibility to the counties. That's basically a determination that there was a law on the books that the State of Nevada has not enforced for 20 years. And we are now enforcing the law making the counties participate and pay, so we're going through the process of their choices with them as to whether they want to pay for the current level of services that the state provides, negotiate a new level of services or not contract with the state and take over providing the services themselves. And so, again, those negotiations are sort of slow going. Again, we are providing these services until those negotiations are done. With regard to the others on the list, there's a law on the books, NRS I think it's 353, and I want to be specific, NRS 353.203 that was passed in a 2009 session that said if the state or the counties intend to transfer a service that is currently provided by either the state or the county to the other party, that there needs to be one-year planning process. That was passed in 2009. The counties are interpreting that law as applying to these assessments that we are providing. We see a legal difference, at least in my discussions with lawyers, counsel, is that we are not transferring the program to the counties, we are assessing them for a service that is currently being provided, and so that's a legal distinction at least a couple of counties have raised. They believe we can't assess them under the law NRS 353.203. Others have opined that this is not a transfer of the service or the program; this is the charging of an assessment or a fee. And so we're working through that. I hope Carson City will change their mind and we'll all be on board and everybody will pay their assessments soon. If not, we'll be probably coming to the Board or through the unfortunate remedies that we have to say somebody needs to help us enforce receiving this money, or we will not have about \$44 million worth of revenue built into the HHS budget for these services on this spreadsheet.

Governor: Thank you. And finally as part of that negotiation, you will be able to recover the expenditures you're making now until the time within which a contract is entered into?

Mike Willden: That's my belief. Obviously, we will be bringing you contracts that have the retroactive beginning dates, and we know that's not ideal, but with the legislature passing the laws and us doing those negotiations and just the process to get the County Commissioner to sign the contracts and for us to get them to the Board, you will see all these contracts having retroactive start dates.

Governor: Thank you, Mr. Willden. Do any other Board members have questions for Mr. Willden?

Attorney General: Governor, I do. Mr. Willden, on the second page there is eliminate spending to community juvenile justice programs. How did that come about? Was that just the State made a determination that we're no longer gonna fund programs and transfer the services to the local governments? And if that's the case, is it a one-year period where there has to be some working arrangements made before the actual transfer occurs, pursuant to the law that you just cited?

Mike Willden: Thank you for the question. Page two of this spreadsheet, there's a number of programs that we're just eliminating funding to the counties on. How these all came about was in balancing the budget and closing the budget. During the 2001 session, there were a number of

programs that were in Governor's recommendation or the final legislative approved budget that there simply was not general funds available to support. In this case that you highlighted, the community juvenile justice block grants, we had traditionally had about \$1.4 million a year, and we distribute those dollars to the various judicial districts for programs to keep youth, if you will, out of the deep end of the correctional system and in community programs. There simply was a finding there was not enough general fund available to support all these kinds of programs, so that \$1.4 million was eliminated out of our budget. We've notified all the judicial districts that they will no longer get these grants, and you can see by county what the grant amount would be. So we communicated to the local juvenile justice organizations that that grant money will not be available for at least FY12 and FY13, and we'll have to revisit that in the FY13 legislature if there would be funds available. I can report to the Board that in our meetings with the Boards of County Commissioners at least one judge representing White Pine and Lincoln Counties came to the board and said we don't like this, but we have another way of funding these programs and we intend to fund them. And it was basically out of some judicial fee that they currently collect. I don't understand the details of that, but Judge Papez indicated that he was sorry to see this happen, but he was going to step up in his judicial district and make sure these programs stayed funded using court assessments that were already in place, and they must have some sort of reserve available, and that he was going to fund the programs from that source. I would assume other judicial districts will go through some sort of assessment process like that also.

Attorney General: Thank you.

Governor: Any further questions? Thank you, Mr. Willden. Mr. Willden, are you on the next 51 and 52 with regard to SNAP?

Mike Willden: I can be. Governor, coming to the table is Romaine Gilliland from the Welfare Division and Sue Smith. It would probably be best if Mr. Gilliland address the questions.

Governor: Good morning, sir. Good morning, ma'am. My questions, I guess I'm looking for a little bit more mechanically how this works. We're sending a million dollars of federal money I understand to the university system to help educate individuals with regard to making healthy food choices. I'm just wondering how the process works and when the money gets there and how that outreach works and the mechanics of it all.

Romaine Gilliland: Thank you, Governor. Thank you for the question. And again for the record, Romaine Gilliland, Administrator, Division of Welfare and Supportive Services. Again, both contract 51 and 52 are prepared in conjunction with FNS, and that's the Federal Nutrition Services. It's a federally-sponsored program under CFR 272.2. And what it provides, it provides the states the options to provide education services, which is really designed to educate SNAP participants in healthy food choices to various communities or various organizations throughout the state. And what we do is we provide a plan to FNS which is prepared by, for example, UNR and UNR cooperative extension in the south. Those plans are then submitted to FNS for their approval. Typically, that approval is received late in September for the period beginning October 1 through September 31 of, for example, federal fiscal year 2012. These contracts are on the Board of Examiners' agenda today so that we can avoid retroactive contracts. And they're prepared with budgets that have been submitted to FNS based on plans provided by UNR and UNR cooperative extension, and our anticipation of the approval to be received in the next few weeks.

Governor: Good. And I get all part of it and I'm not questioning the value of it all. It's just you said they supply a plan. And I'm just curious how does that education, how does that get to the participants?

Romaine Gilliland: Thank you very much for the question. Again, more specifically to that, there's a combination of both classroom setting as well as social media. And we've been working with UNR for the last several years and have had a great deal of success in reaching people through an educational environment. And through all the various educational programs, we've touched about 20,000 SNAP participants at an average cost of about \$60 per participant in bringing the educational opportunities to them.

Governor: So for UNR, is that UNR -- well, because a million dollars sounds like that's a lot of money. And so they were able to educate 20,000 participants?

Romaine Gilliland: Thank you, Governor. The 20,000 is through all of the educational programs. So UNR is the largest participant. And, again, UNR cooperative extension provides this education throughout the state including many of the rural counties.

Governor: Are there benchmarks for them? Do you follow up and audit in a sense how they're doing with that money?

Romaine Gilliland: Thank you, Governor, for the question. Yes. In fact, we have a member on our staff who continually works with them to ensure that they're meeting specific performance measures, and FNS also sends out their representatives to audit these programs as well. So we really have a mutual audit function coordinated between both the state and the federal government.

Governor: And I don't mean to sound like I'm picking on the University, because there are several contracts here, so all my questions are (inaudible) to all of the folks that are going to be providing these services. But as I went through this, it's a lot of money, and I know that money can't be put in a different bucket for food, but I just want to ensure that it's all being spent very well and that there is that audit function in the performance measures.

Romaine Gilliland: Thank you, Governor. If I could, on the SNAP benefits themselves, the SNAP benefits are provided through a separate funding screening through the federal government, and there's complete separation of the funds so that we're assured that every single participant that presents themselves for eligibility does in fact have the SNAP benefits that they're entitled to. And, yes, we do monitor the program and we do look at the number of dollars that are spent per individual to ensure that we're hopefully accomplishing a use of the SNAP benefits towards healthy food choices.

Governor: And there are other contracts, one with the food bank, one with Boys and Girls Club for the community partner interviewer's demonstration project. I think translated that means you use those organizations to get people signed up for SNAP.

Romaine Gilliland: Again, thank you, Governor, for the question. Yes, those are outreach contracts. And historically the State of Nevada has had a relatively low participation rate in the

SNAP program with our citizens. So the outreach is a program that allows us to attempt to, through these organizations, reach additional individuals. They accept it on behalf of the division and perform interviews on approximately 5,000 applications last years. And of those 5,000 applications, which we again do the final review and what we might call push the final button of eligibility, 91 percent of those applications were accepted as eligible applications. This both facilitates the individual in obtaining timely SNAP benefits as well as relieves the burden upon our district offices. So those 5,000 individuals did not have to, for example, come into our district offices for eligibility.

Governor: And help me understand this, because you made that statement that we have a low participation rate, perhaps the lowest in the country, which is stunning to me given that we are struggling. We lead the country in unemployment. We have our challenges with foreclosures and bankruptcies. Logically there's a disconnect there and I'm trying to understand why we have that challenge.

Romaine Gilliland: Historically we do have a low participation rate. The last participation rate that was published by FNS was in 2008 when there was a 51 percent participation rate. If you go back and look at the SNAP participants back in 2008, we had about 150,000 people participating. Today we have about 370,000 participating. We estimate our participation rate to be in the low 70 percent today. And we expect it to be something over 400,000 by the end of the biennium. I will also tell you that for the last several measurement periods, the State of Nevada has been in the top five as far as SNAP participation growth amongst all the states in the country. So in 2008 we did have the lowest participation. I'm hoping that we see a significant improvement in that.

Governor: I hope you didn't take my comment as being critical. I just was trying to understand where we're coming from.

Romaine Gilliland: Governor, thank you for that. Actually, I consider your comment to be very positive because this is an area that we struggle to be sure that the opportunity is there for those citizens who are eligible.

Governor: Thank you very much. Any other questions from Board members? Thank you, sir. Next item is Contract No. 68.

Harold Cook: Good morning, Governor, members of the Board. I'm Harold Cook, the administrator for Mental Health Developmental Services. Contract Item No. 68 is a temporary medical services contract for rural mental health for physicians, psychiatrists, advanced-practice nurses and registered nurses.

Governor: And, Mr. Cook, my question really wasn't with regard to this contract. As you know, at the internal audits meeting, there was an internal audit that was performed, and there were some issues with regard to physician attendance in Southern Nevada and I saw this as an opportunity to get an update from you on how that situation is going.

Harold Cook: Thank you, Governor. Yes. The issues at Southern Nevada Adult Mental Services are being addressed. We have two processes in place right now. We have an RFP on the street for internal medicine doctors. And some of the more egregious problems that we had in the audit were from the internal medicine doctors. We anticipate having responses by next

month, October 1, and hope to have a vendor selected by the 1st of January of 2012. That will then privatize all of our internal medicine services for Rawson-Neal Hospital and should resolve at least some of those problems. With respect to the other avenue that we're taking, we have begun to require all physicians, and this may sound childish, but we've begun to require them to sign in and sign out. I have the sign-in sheets and sign-out sheets here. We started that earlier this month to try to track better their attendance and their devotion to the job.

Governor: No. I thank you for that, Mr. Cook. I saw this again as an opportunity to see -- for you just to tell how conditions have improved with regard to their attendance. And how is that signing in and signing out working?

Harold Cook: They are complying with the requirement to sign in and sign out. A brief review of the data that we have would indicate that they are still not consistently working an eight-hour day, or a ten-hour day as required by their schedule, but that is being addressed by management at Southern Nevada Adult Mental Health.

Governor: So will these new RFPs cure that situation with regard to getting paid for the hours you actually work only?

Harold Cook: That is the intent of the RFP is to get a medical management company which we can hold responsible for the services delivered. If they don't deliver the services, we don't pay them. So it will resolve the issue specifically with internal medicine. The larger issue with the psychiatry staff will remain.

Governor: When you say will remain that you still have that issue of people billing for hours that are not working?

Harold Cook: We will have the issue of people being paid for hours that they are not working. That is correct.

Governor: And you're trying to fix that as well?

Harold Cook: We are working on that as well. Yes, sir.

Governor: And in what way are we trying to correct that?

Harold Cook: The initial effort is the sign-in sheet where physicians, when they walk into the building, they have to sign in and sign out. And the reason for that, Governor, is that the key card method of tracking their time has certain flaws in it that does make it somewhat inaccurate. So our solution to that right now is to have the docs sign in and sign out. The management reviews those sign-in and sign-out sheets and when necessary, they bring it to the attention of the physician that their time on duty is not sufficient according to the contractual obligation. I will have to tell you that the psychiatrists have indicated in writing that they do not believe that they are required to be on duty for 40 hours a week, that their productivity is better measured by other factors such as length of stay in the hospital, recidivism rates, medical records compliance and other issues that reflect on the effective operation of the hospital. And quite truthfully, those measures are improved, but they are adamant that their positions should not be required to be there on duty eight hours a day routinely.

Governor: We can probably visit about this later. I respectfully disagree.

Harold Cook: I do too. Yes, sir.

Governor: I'll just leave it at that, because I'm very concerned about that. Not just from a fiscal standpoint, but from a patient standpoint that, I'll use this word again, logically to me, the more often that a physician is there treating his or her patients that -- and it just doesn't make sense to me that somebody should be paid for when they're not there when the contract provides that they're there 40 hours a week.

Harold Cook: Yes, sir.

Governor: So I'll leave it at that. Any other Board members have any questions for Mr. Cook? Again, I'm not being critical of you. I appreciate the fact that you are taking this issue on.

Harold Cook: This is a longstanding issue, Governor, and we will continue to work on it.

Governor: All right. Thank you very much. Contract Item 76 and 77, Department of Corrections. Mr. Cox, are you there?

Greg Cox: Yes, Governor, Greg Cox, Director of Department of Corrections. Down there Debbie Reed, Deputy Director of Support Services is up in northern Carson with you. I'll be glad to talk about 76. Basically it's health care services that we provide to our inmates through a preferred provider organization, PPO, through a third-party administrator. I can get in the financial details and Debbie can provide or I can provide you some more information about what this has done to the department's state. Basically what they do is they negotiate contracted rates through our medical providers and these are kind of the network rates. These discounted rates show a savings for us in the north Carson City area and our northern facilities of 1.7 million, which is substantial. And I really want to congratulate my staff and the work that they've done to make that happen. And that's 76 and that's with Hometown Healthcare Providers. We also have a similar contract, it's 77, in the south with Multiplan. And even though the initial cost permit was a little higher, we believe we'll have \$600,000 in additional savings as a result of that due to more competitive marketplace here in Las Vegas. Our total payments to medical providers in 2011 were \$14,138,000. Without the PPO discount, our payments would have been \$32,754,000. So we saw a savings by using the PPO, preferred provider organization, of \$18,615,000. To date, savings in FY12 are \$2,441,000. We'd like to answer any questions you might have, Governor.

Governor: Mr. Cox, thank you. The reason I asked for you to make this presentation is that sometimes you look at this cold booklet that includes all these different contracts and there's a very good story to be told here in terms of patient care as well as the amount of money that the state has saved. So I really just wanted to give you all at the Department of Corrections an opportunity to talk about the fact of how much savings that you have provided, but at the same time maintain the high level of medical care for the inmates. Are there any other questions from Board members? Thank you very much.

Greg Cox: Thank you, Governor.

Governor: Next is Contract No. 85, Department of Public Safety. Good morning.

Richard Wiggins: Good morning. Richard Wiggins, Department of Public Safety.

Governor: My question here is I wasn't aware of the Badge on Board program. And when I read this, there's just a brief description. We have this Badge on Board program that's been implemented. This contract is with the University to measure how that program did.

Richard Wiggins: That's correct.

Governor: So would you just provide a brief description of what the Badge on Board program is and then just the analysis of passenger behavior around large trucks? I'm just kind of curious.

Richard Wiggins: Yeah, it's a good program actually. We put troopers in the cab of a semi-truck and when -- well, let me back up. Federal research shows that 56 percent of accidents with large trucks are caused by passenger cars. And in 70 percent of those cases it's the passenger in the car who's (inaudible). So we recognize that passenger cars are a major issue with truck safety, so we put a trooper in the cab of a truck to observe unsafe moving violations around the trucks. And then they radio back to a trooper on the ground who tracks down the violator and issues a citation. And part of the program also is a media public education program. We do billboards, radio, other means to try to help folks understand the no zone and safe driving around large trucks. As part of the grant requirements we have to do an evaluation so they can see whether or not this is actually a beneficial program.

Governor: Thank you, Mr. Wiggins. All I was looking for is more of an explanation because, again, there's a good story to be told here. I know as a member of this Chair that at Board of Transportation there is a goal of zero fatalities in the state, and this is another important piece of reaching that goal.

Richard Wiggins: Absolutely.

Governor: Are there any other questions from Board members? Thank you, sir.

Richard Wiggins: Thank you.

Governor: Next is Contract 100 (inaudible).

Female: We have staff down in Las Vegas to speak to this contract. We have Lynda Parven who is our Deputy Administrator for the Employment Security Division, as well as Cornelius Eason who is part of the Workforce Connections, Southern Nevada Workforce (inaudible).

Lynda Parven: Good morning. I'm Lynda Parven. I serve as the Deputy Administrator for the Employment Security Division. This contract is for the Local Workforce Investment Board of Southern Nevada called Workforce Connections to hire three staff to provide layoff aversion strategies to businesses in Southern Nevada.

Governor: I know everyone is working very hard to keep people employed, so I just wanted an explanation of what layoff aversion services are and what those three individuals will be doing.

Cornelius Eason: Governor, for the record, Cornelius Eason, Director of Regional Strategies for Workforce Connections. Essentially this team of three will act as business consultants, and so they'll interact with businesses through various outreach efforts to understand when a business is experiencing some problems and anticipating either a reduction in sales or increase in expenses that would cause them to lose profitability and ultimately layoff people. So they essentially are business consultants. Their job will be, when they determine that a business is experiencing negative results, to assemble resources and/or subject matter experts from organizations like SCORE or SBA or UNLV, a small business resource center, and try to address those problems and avoid the layoff of people.

John Ball: And then, Governor, if I might, this is John Ball, Director of Workforce Connections. This is a model that's been very successful around the country. The Department of Labor and the Employment Training Administration are promoting it aggressively around the country over the last year or two as the economy has continued to bump along near what we hope is the bottom. And it essentially -- the return on investments that this model has gained around the country by getting inside of businesses at the point where they start having trouble and bringing all the assets, both public and private sector assets, that are available into that company to either reduce the layoff or potentially reduce a plant closure or a company closing down, and get workers trained to a higher level of performance and particularly in new markets and new products has been very successful.

Governor: And if I'm a small business owner, how is this triggered? How do I know to get a hold of you? Because this sounds like a great service and we do have a lot of struggling businesses. How do they become aware that this resource is available?

John Ball: I think a large part, Governor, will be using our traditional contact methods. We work very aggressively with all the chambers of commerce, business associations across Southern Nevada, the Nevada Development Authority and others. We have had over the last several years a rapid response network in place that many employers are familiar with. And so I think that we will have, using all those assets and an aggressive social media outreach strategy, we'll have a large opportunity to contact businesses across Southern Nevada. I think the other piece that will be important are these three positions will be key to the business community in using a variety of intelligent sources that will give them an early indication that a particular company might be able to use some assistance. So everything from Dunn & Bradstreet and Moody's listings to the kind of personal contacts that we maintain with literally hundreds of employers and business agencies across Southern Nevada is the network we will use.

Governor: How many businesses have you assisted this year, do you have any idea?

John Ball: I think if you take a look at both the state one-stop system and the direct employment training program that we use in Southern Nevada, I think already in this program year, we started July 1, it'd probably be in the range of 300 to 400 businesses.

Governor: That's great news, congratulations.

John Ball: Thank you.

Governor: Any other questions from Board members? Thank you very much. I have no further questions with regard to any of the Contracts 1 through 106. If Board members have no questions regarding any other contracts, the Chair will accept a motion for approval.

Attorney General: I'll move for approval of Contracts 1 through 106.

Secretary of State: Second.

Governor: We have a motion by the Attorney General for approval of Contracts 1 through 106 under Agenda Item No. 7, a second by the Secretary of State. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes.

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

Comments:

Governor: Next agenda item, Agenda Item No. 8, Master Service Agreements. Mr. Mohlenkamp.

Clerk: Thank you, Governor. Before you are eight separate Master Service Agreements that all have been taken through the standard process with purchasing to come before you for consideration.

Governor: Thank you, Mr. Mohlenkamp. Mr. Cox, I see that you're still at the table. I was going to ask you about MSA's 4 and 5, with regard to the kiosks at the Department of Corrections.

Greg Cox: Yes, Governor. Greg Cox, for the record, Director of Department of Corrections. The Master Service Agreements between the first one, No. 4 basically allows us to put the kiosk in our units, which the inmates can go and order their store, what we call commissary store, from our store without having to go over there. It also gives us an ability to look at from an operational standpoint what they're buying. It reduces their movement outside the units which provides us, quite frankly, for more safe environment because they're not outside their units. Overall we are looking at how we can provide that one-on-one service more effectively and more efficiently. It's something with this Master Service Agreement that western states such as Wyoming, Hawaii and Arizona, we're actually the lead state. And some eastern board states like Virginia and several others are also involved in this process. We hope to leverage our buying power among the states to be able to provide, quite frankly, more revenue for us in the department as a result of that.

Governor: Mr. Cox, do those kiosks do more than that though? I mean, does it allow for the inmates to file their grievances, or if they're seeking medical attention that they can do that now electronically which makes things more efficient?

Greg Cox: Thanks for the question, Governor. Yes, it does. It's gonna give them the ability to communicate using that kiosk for any grievance purposes or what we call medical requests that are made through our medical service. They can go right there. We can pull that information right at our fingertips, not only determine the amount but whether we're providing a service on a unit in particular or whether we're having issues with grievances, quite frankly, I know that the attorney general's office deals with those issues, and we'll be able to pull that information. I think for a short term being able to provide a quicker response not only to the inmate population, which with our staff working on the unit, it will enable them to better deal with that population because they won't be frustrated that we're not getting back to them as quick as they'd like us too.

Governor: And finally, how are these kiosks being paid for, Mr. Cox?

Greg Cox: Governor, thanks for the question again. These kiosks are not going to be paid by any taxpayers from our state. They'll be paid through with a contract by going to the vendors that's providing the services..

Governor: And how do they make their money?

Greg Cox: Good question, Governor. They make their money through the sale of the store items and then, quite frankly, the profit that they make from that pays for the backbone in those type of systems.

Governor: I have no further questions. Any other Board members have questions? Thank you very much. If none of the Board members have any questions with regard to Agenda Item No. 8, Master Service Agreements 1 through 8, the Chair will accept a motion for approval.

Attorney General: I'll move for approval of Agenda Item No. 8, Contracts 1 through 8.

Secretary of State: Second.

Governor: We have a motion by the Attorney General for approval of Agenda Item No. 8, Master Service Agreements 1 through 8, a second by the Secretary of State. Is there any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

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:

Governor: We move onto Agenda Item No. 9, Information Items. Mr. Mohlenkamp.

Clerk: Thank you, Governor. On the agenda, the informational items are three separate items. The first is Department of Conservation and Natural Resources, Division of State Lands. They're reporting no transfers of lands in the last quarter. There is the Lake Tahoe mitigation program and they have made a report of no state funds used in the transaction that is recorded. And then there's a third and final under the Department of Transportation Administration under Agenda Item No. A -- I'm sorry, that's Item A. Do you want to take these together or you want to separate them?

Governor: Let's take them separate.

Clerk: Agenda Item A actually is before you if you'd like a report from anything further from the agencies.

Governor: The documents I have in here are self-explanatory with regard to Department of Conservation and Natural Resources and the Tahoe Basin Act and Tahoe Mitigation Program. Do any other Board members have any questions with regard to that agenda item? So then we'll move on onto Agenda Item 9 B.

Clerk: Thank you, Governor. 9 B is a agenda item for a settlement that has been negotiated between the Nevada Department of Transportation and Syncon Homes, and this is a settlement where the state is receiving \$100,000. Is someone from the department if you need any?

Governor: I see Mr. Gallagher here. Hello, Mr. Miles. Did you want to provide any brief description of what it's about?

Mr. Miles: This settlement arises from a dispute between Syncon Homes and the Department of Transportation. There arose controversy as to who might be responsible for costs arising from change orders. NDOT made a demand for \$400,000 for payments of costs. Syncon responded with an offer of \$100,000 and indicated that they may be going into bankruptcy. And we believe that the acceptance of the \$100,000 was in the public interest and, in fact, that amount has been tendered.

Governor: I appreciate the memo. It's very thorough. I mean, essentially you have the authority to enter into this agreement, but I appreciate the courtesy of keeping the Board aware of the settlement that was made in this case. I think that was a good result given the financial status of the other party. Madam Attorney General, I don't know if you had any questions, maybe not.

Attorney General: No, I don't. Just a comment because I know -- I'm assuming this particular agenda item will also be brought before NDOT as well so that that Board will have the

information like we have it. And the only other question I throw out there is because this really would never be an item that this Board would make a decision on or take an action on, whether we want this type of information before us or we just want to strictly limit it to those court litigation action items, that means we really take action on, and that's something I would throw out there.

Mr. Miles: Thank you, Madam Attorney General. And that's certainly before the Board for discussion as to whether these types of informational items you'd like to have come before you or whether you would like those items essentially not to be appearing on the agenda.

Governor: I guess my only comment would be, as long as it's being reviewed by one or the other, I'm comfortable that it has been reviewed by the Department of Transportation which is probably where it belongs given that those are the folks in the Attorney General's office that are handling it. I don't believe that these DOT-type items, as long as they're on the agenda for the Transportation Board, need to be on this Board of Examiners' agenda. Do you agree, Madam Attorney General?

Attorney General: Yes. Obviously this is not an action item for us, but I agree with your comments, Governor.

Governor: Do you have any comments, Mr. Secretary?

Secretary of State: No, Governor.

Governor: Thank you, Mr. Miles.

Mr. Miles: Thank you, Governor.

Governor: We move onto Agenda Item 9 C.

Clerk: Thank you, Governor. Before the Board as an informational item are two separate letters that were received. There was a letter from Clark County that was received on July 5, 2011 to the Board of Examiners for consideration of demanding a repayment of funds in the amount of \$102,533,033. Similarly, on July 6, 2011, the Washoe County Commission submitted a letter to the Nevada State Controller who in turn submitted it to the Clerk and the Board, myself, demanding repayment of funds in the amount of \$21,497,617. They both have cited the Clean Water Coalition Supreme Court case as the reasoning for their demand.

Governor: Thank you, Mr. Mohlenkamp. And I have taken the opportunity to review each of the demand letters that were sent by Washoe County as well as Clark County. And as you say, these arise out of their interpretation of the Clean Water Coalition v. The M. Resort. This has to do with a prior budget cycle and prior budgets in seeking refunds of monies from prior budgets that were approved in the past and were not as connected with the 2011 legislature or legislative budget that was approved. I have had an opportunity to meet with a representative or attorney at the Attorney General's office. As a result of that meeting, I have instructed or asked the Attorney General to seek a meeting with both Clark County and Washoe County to essentially investigate the nature and the specifics of their claim. I think it's prudent at this point before this matter were to proceed to any kind of litigation to begin a dialogue between the state and the respective

counties. This is obviously a very complex legal matter that includes an interpretation of a very recent Nevada Supreme Court case. Given that these demand letters were sent in the first week of July, we are in the second week of September, as I said, I think it is prudent that a discussion be had. And depending on what the outcome of that is, that information can come back to this board so that it can make an informed decision with regard to the consideration of those requests for a refund from this Board. So I don't know if there are any other Board member comments with regard to this agenda item. Madam Attorney General?

Attorney General: Sure. Thank you, Governor. I do agree with the plan of action that you've just suggested. Ultimately it does have to come back to this Board for decision, but it does make sense to open dialogues with the counties beforehand to see what we can work out if anything possible short of coming back to this Board, and most importantly, short of any type of protracted litigation.

Governor: I neglected to mention as well that I'm going to be asking Mr. Mohlenkamp to participate in that as well. As I said, I think it is reasonable that the budget director be a part of those negotiations and discussions with the county representatives. Mr. Secretary, did you have any comment with regard to this agenda item?

Secretary of State: No, Governor. I have been briefed by the Attorney General's office and will follow your lead.

Governor: Any other comments with regard to this agenda item? Hearing none.

10. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Comments:

Governor: Are there members of the public here in Carson City that would like to provide public comment with regard to any item on the agenda? Is there anyone present in Las Vegas who would like to provide public comment? This Agenda Item also provides for Board member comments. Do any of the Board members have any comments? Any comments, Mr. Secretary?

Secretary of State: No, Governor.

Governor: Then I'll close public comment.

*11. FOR POSSIBLE ACTION - ADJOURNMENT

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

Comments:

Governor: Final item on the agenda is adjournment. Is there a motion to adjourn?

Attorney General: I'll move for adjournment.

Secretary of State: Second.

Governor: We have a motion by the Attorney General, a second by the Secretary for adjournment. All those in favor of the motion, please say aye. Motion passes unanimously. Thank you, ladies and gentlemen. This meeting is adjourned.

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER



DEPARTMENT OF ADMINISTRATION

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

Date: September 20, 2011
To: Jeff Mohlenkamp, Director
Department of Administration
From: Carla Watson, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF TRANSPORTATION – ADMINISTRATION

Nature of the Request:

APPROVAL TO PAY A CASH SETTLEMENT

Pursuant to NRS 41.037, the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.

The Nevada Department of Transportation (NDOT) is requesting approval of a settlement and release agreement between NDOT and Road and Highway Builders (RHB). This settlement entails \$715,470.78 in compensation for extra work due to alleged contract plan deficiencies at the transition areas associated with a 22 mile long segment of State Route 160. Both parties desire to avoid the cost and inconvenience of litigation and mutually settle any and all claims without admission of liability or fault. Background information is attached.

Recommendation:

Recommend approval

REVIEWED: _____ ACTION ITEM: _____

NRS 41.036 Filing tort claim against State with Attorney General; filing tort claim against political subdivision with governing body; review and investigation by Attorney General of tort claim against State; regulations by State Board of Examiners.

1. Each person who has a claim against the State or any of its agencies arising out of a tort must file the claim within 2 years after the time the cause of action accrues with the Attorney General.

2. Each person who has a claim against any political subdivision of the State arising out of a tort must file the claim within 2 years after the time the cause of action accrues with the governing body of that political subdivision.

3. The filing of a claim in tort against the State or a political subdivision as required by subsections 1 and 2 is not a condition precedent to bringing an action pursuant to NRS 41.031.

4. The Attorney General shall, if authorized by regulations adopted by the State Board of Examiners pursuant to subsection 6, approve, settle or deny each claim that is:

- (a) Filed pursuant to subsection 1; and
- (b) Not required to be passed upon by the Legislature.

5. If the Attorney General is not authorized to approve, settle or deny a claim filed pursuant to subsection 1, the Attorney General shall investigate the claim and submit a report of findings to the State Board of Examiners concerning that claim.

6. The State Board of Examiners shall adopt regulations that specify:

(a) The type of claim that the Attorney General is required to approve, settle or deny pursuant to subsection 4; and

(b) The procedure to be used by the Attorney General to approve, settle or deny that claim.

(Added to NRS by 1965, 1414; A 1969, 1117; 1979, 629; 1981, 1885; 1983, 103; 1993, 1502; 1997, 280)

NRS 41.037 Administrative settlement of claims or actions.

1. Upon receiving a report of findings pursuant to subsection 5 of NRS 41.036, ~~the State Board of Examiners may approve, settle or deny any claim or action against the State, any of its agencies or any of its present or former officers, employees, immune contractors or State Legislators.~~

2. Upon approval of a claim by the State Board of Examiners or the Attorney General pursuant to subsection 4 of NRS 41.036:

(a) The State Controller shall draw a warrant for the payment of the claim; and

(b) The State Treasurer shall pay the claim from:

- (1) The Fund for Insurance Premiums; or
- (2) The Reserve for Statutory Contingency Account.

3. The governing body of any political subdivision whose authority to allow and approve claims is not otherwise fixed by statute may:

(a) Approve, settle or deny any claim or action against that subdivision or any of its present or former officers or employees; and

(b) Pay the claim or settlement from any money appropriated or lawfully available for that purpose.

(Added to NRS by 1965, 1414; A 1973, 1532; 1977, 1539; 1979, 1736; 1985, 544; 1987, 544; 1989, 310; 1991, 1752; 1997, 281)



1263 South Stewart Street
Carson City, Nevada 89712
Phone: (775) 888-7490
Fax: (775) 888-7401

MEMORANDUM

September 14, 2011

TO: State of Nevada Board of Examiners

FROM: Susan Martinovich, Director

SUBJECT: State of Nevada Department of Transportation vs. Road and Highway Builders, LLC. Proposed Settlement for Contract # 3312

RECEIVED

SEP 15 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

SUMMARY

The Nevada Department of Transportation is requesting approval of a settlement and release agreement between the Nevada Department of Transportation (NDOT) and Road and Highway Builders (RHB). This settlement entails \$715,470.78 in compensation for extra work due to alleged contract plan deficiencies at the transition areas. Both parties desire to avoid the cost and inconvenience of litigation and mutually settle any and all claims without admission of liability or fault.

BACKGROUND

This \$23.4 million project called for various work to be conducted on a 22 mile long segment of SR 160. At each end of the project the 4-lane divided highway transitions into a 2-lane highway. Road and Highway Builders, LLC. (RHB) submitted a Request for Equitable Adjustment (REA) totaling \$1,422,213.03 additional compensation for work associated with constructing the transition areas at each end of the project. The focus of RHB's request was the belief that the Traffic Control Plans in the Contract were incorrect. The contractor alleges they could have completed the work at the transition areas in 3 working days when it actually took 13 working days. RHB's REA provides for a difference of 10 working days. The Department's records confirm it did take 13 working days (06/27/07 thru 07/14/07) to construct the transition areas. Therefore, RHB's REA provides for increased costs for impacted work for those ten working days.

The Department initially reviewed RHB's request and the Contract Plans and believed that the details provided in all Contract documents (Bid Items, Contract Plans and Standard Plans) were adequate to address the transition areas. It was determined that some extra work was required for traffic control at the transition areas. NDOT originally determined that the \$23,487.22 previously provided was appropriate compensation under the terms of the Contract. RHB was informed of this decision in November, 2009.

In the spring of 2010 RHB requested a meeting with the Construction Division to revisit the traffic control issue and reconsideration of NDOT's previous decision. In April, 2010 a series of conversations with RHB revisited this issue including the sequence of decisions and timing that occurred while the traffic control issue was being addressed on the project.

Based upon the information developed and provided through these discussions it is the opinion of the Department that settlement in the sum of \$715,470.78 for the additional labor and equipment costs, and additional traffic control and remobilization costs for constructing transition areas is warranted and appropriate. Under this proposal, the Department would resolve this REA, any past or present REA not yet made, and constitute complete and final payment for this project, avoiding the potential of future litigation.

RECOMMENDATION

It is recommended that the Board of Examiners approve this settlement and authorize the Nevada Department of Transportation to make payment in the amount of \$715,470.78 to Road and Highway Builders.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made by and between the Nevada Department of Transportation ("NDOT") and Road and Highway Builders, L.L.C. ("RHB"). Hereinafter NDOT and RHB are collectively referred to as the Parties and may be referred to singularly as a Party.

RECITALS

WHEREAS, NDOT and RHB entered into contract 3312 to construct a portion of SR 160 Blue Diamond Road from 1.03 Miles South of Mountain Springs Summit to 1.32 Miles North of the CL/NY County Line (hereinafter the "Project").

WHEREAS, certain disputes arose between the Parties during the Project.

WHEREAS, the Parties desire to avoid the cost and inconvenience of litigation and mutually settle any and all current and future claims between the Parties without admission of liability or fault by either Party.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the foregoing premises and in further consideration of the mutual covenants, undertakings and promises contained herein, and with the intent to be legally bound hereby, the Parties hereto agree as follows:

1. The foregoing recitals are incorporated by reference and made a part hereof.
2. To fully and finally settle all past, present and future claims or causes of action between the Parties arising out of or in any way related to the Project, and to avoid the time and expense of litigation, NDOT and RHB agreed at a dispute escalation meeting on April 8, 2011 to a total settlement of \$715,470.78 to address all claims stemming from the slower production and unanticipated mobilization costs associated with traffic control tie-ins on SR 160 Blue Diamond Road from 1.03 Miles South of Mountain Springs Summit to 1.32 Miles North of the CL/NY County Line.
3. The Amount set forth in Section 2 above incorporates all past, present and future changes, claims, causes of action, retention, acceptance of quantities, and interest and represents the final settlement of all claims.
4. NDOT shall make payment to RHB noted above utilizing an appropriate method to achieve the Final Contract Amount.
5. In return for the valuable consideration set forth herein, which both Parties acknowledge, each Party for itself, its successors, assigns, officers, agents, and parent corporations, hereby remises, releases, quitclaims and forever discharges the other Party and its respective parents, owners, subsidiaries, and affiliates of and from any and all manner of actions, claims, causes of action, suits, sums of money, extensions of contract time, promises, liabilities, liens, damages, costs, expenses (including attorneys', consultants', and experts' fees), requests for equitable adjustment, and demands whatsoever, known or unknown, liquidated or not, in law or in equity, or otherwise, which either Party ever had, now has or which it hereafter can, shall or may have against the other Party with respect to the Project. Notwithstanding this provision or any other provision in this Agreement, this Agreement does not release RHB, from the following matters, which shall only include claims which are presently unknown to NDOT for (A) indemnification under Paragraph 6 below; (B) warranty claims by NDOT, if applicable; and (C) any personal injury, death, property damage or loss of use claims against NDOT that arise out of RHB's

actions or inactions on the Project, as set forth in Section 108.11 and Subsection 107.11 of the NDOT Standard Specifications for Road and Bridge Construction (2001).

6. RHB hereby represents to NDOT that all of RHB's subcontractors, suppliers, consultants and agents, regardless of tier, have been paid in full for all materials or services relating to the Project and RHB hereby agrees to fully indemnify, defend, save and hold harmless NDOT, at RHB's sole expense, from any and all claims, demands, actions, causes of action, liens, claims of lien, lawsuits, arbitrations, proceedings, damages, obligations, losses and expenses (including, without limitation, attorneys' fees, consultants' fees, expert fees and litigation expenses) arising out of any claim by any subcontractor, supplier, consultant, agent or other individual or entity who claims to have furnished labor or materials to or through RHB, whether directly or indirectly, for the Project.

7. It is understood that this agreement shall not be binding on either party until it has been duly and legally presented to the State of Nevada's Board of Examiners for approval. If the Board shall fail or refuse to approve the agreement, it shall become null and void and without any force or effect, and neither party shall be bound by it.

8. The Parties hereto each represent and warrant that they have made no assignment or transfer of any claims that they may have against each other and which are the subject of this Agreement.

9. This Agreement is intended to be and is an accommodation between the Parties and shall not be construed as an admission of liability on behalf of either Party. The Parties understand that they have each denied any and all liability to each other and that they have settled disputed claims between themselves merely to avoid the costs of continuing the dispute and the cost of litigation.

10. Each Party to this Agreement shall be responsible for and pay all of their own attorneys' fees, costs and expenses incurred, or to be incurred, with regard to the claims released herein.

11. This Agreement shall be considered as drafted jointly by the Parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any Party based on an attribution of drafting to any one Party.

12. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

13. If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision but in a manner to maximize the original intent of the Parties as if the stricken provision were still included.

14. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and it supersedes all other prior discussions, agreements and understandings, both written and oral, among the Parties with respect thereto. Any amendment or modification of this Agreement shall be void unless set forth in writing and signed by both Parties.

15. This Agreement may be executed in one or more counterparts and, provided that each Party shall sign at least one counterpart, all such counterparts together shall constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart. This Agreement shall constitute the valid and binding agreement of the Parties hereto only when executed by all of the Parties hereto.

16. No provision in this Agreement shall be construed in any manner to bestow or imply third-party beneficiary status on any third-party who is not a signatory to this Agreement.

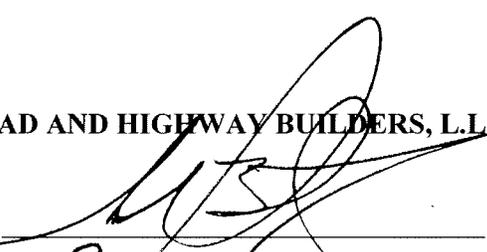
17. Each person executing this Agreement on behalf of a Party to this Agreement acknowledges that he or she has read this Agreement, and he or she understands and fully agrees on behalf of the Party for whom he or she is executing the Agreement to each and every provision hereof;

6

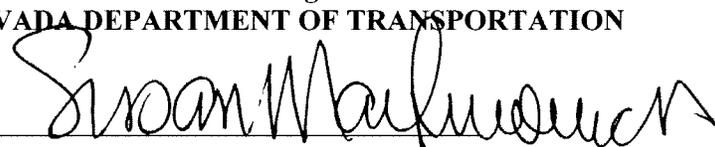
and that he or she has had full opportunity to consult Counsel; and that he or she is fully authorized by the Party on whose behalf he or she is executing the Agreement to do so.

IN WITNESS WHEREOF, the Parties hereby execute this Settlement and Release Agreement, as of this ___ day of _____, 2011.

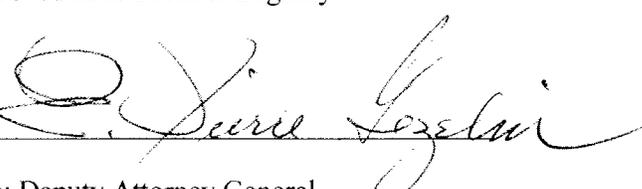
ROAD AND HIGHWAY BUILDERS, L.L.C.

By: 
Title: PRESIDENT
Date: 9/1/2011

**STATE OF NEVADA through the
NEVADA DEPARTMENT OF TRANSPORTATION**

By: 
Title: Director, Department of Transportation
Date: 9/14/2011

Approved as to Form & Legality

By: 
Title: Deputy Attorney General

Board of Examiners: _____

Date: _____



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: September 20, 2011

To: Stephanie Day, Deputy Director
Department of Administration

From: Janet Murphy, Budget Analyst V 
Budget and Planning Division

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION – MOTOR POOL DIVISION

Description of item

Nature of the Request

The Motor Pool division seeks approval to purchase thirty-six vehicles for the State's motor pool fleet. Eight vehicles are additions to the fleet and twenty-eight vehicles will replace current fleet vehicles. These purchases were approved by the 2011 legislature.

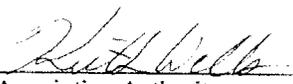
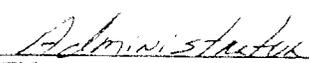
Recommendation

Recommend approving the request.

REVIEWED: _____

ACTION ITEM: _____

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

Agency Name: State Motor Pool	Budget Account #: 1356	
Contact Name: Keith Wells	Telephone Number: 775-684-1883	
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>36</u> Amount of the request: <u>\$745,950</u> Is the requested vehicle(s) new or used: <u>One used and thirty five new.</u> Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: _____		
Mission of the requested vehicle(s): Various agencies throughout the state please reference back-up documentation		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E711, E721 and E722 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input checked="" type="checkbox"/> 12 Addition(s) <input checked="" type="checkbox"/> <u>28</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. Where applicable vehicles will be alternative fuel and or smart way elite		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.) Current Vehicle Information: Vehicle #1 Model Year: _____ Odometer Reading: _____ Please reference back-up documentation Type of Vehicle: _____ Vehicle #2 Model Year: _____ Odometer Reading: _____ Type of Vehicle: _____ <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. Yes <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
APPOINTING AUTHORITY APPROVAL:		
 _____ Agency Appointing Authority	 _____ Title	<u>9.19.11</u> _____ Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____ Board of Examiners	_____ Date	

Revised 7/13/10

Motor Pool Additional Vehicle Requests FY 2012
Budget Account 1356

QTY	Description	Region	Budget Account	Agency
1	Minivan	LV	3254	DETR - SERVICES TO THE BLIND & VISUALLY IMPAIRED
1	Intermediate Sedan	LV	4680	B&I - INDUSTRIAL RELATIONS
1	4WD Sport Utility	Statewide	4717	DMV - Motor Carrier
2	4WD Sport Utility	Statewide	4740	DMV - Compliance Enforcement
3	Intermediate Sedan	Statewide	4740	DMV - Compliance Enforcement
Total Vehicle Count		8		

**Motor Pool Replacement Vehicles E711 FY 2012
Budget Account 1356**

Model Year	Current Mileage	Maint Cost Per Mile	Plate ID	Description	Region	Budget Account	Agency
1988	102082	0.46	22710	1988-CHE-BOX	CARSON	1346	Administration Mail Room
1998	91827	0.08	32849	1998-CHE-VAN	RENO	3162	Mental Health
1998	78796	0.16	34602	1998-CHE-VAN	CARSON	3648	Rural Clinics
1998	82394	0.13	32847	1998-GMC-CARGO	LV	1349	Administration - Grounds
2000	110037	0.05	38501	2000-FOR-F150	RENO	9011	UNR
2001	82141	0.08	59675	2001-CHE-LUMI	LVMP	1354	Motor Pool
2001	84317	0.05	48183	2001-DOD-NEON	LV	3161	SNAMH
2001	105855	0.06	653WCM	2001-JEE-CHEER	RENO	4061	Gaming
2001	82542	0.09	982NDZ	2001-JEE-CHEER	CARSON	4061	Gaming
2001	88465	0.04	58448	2001-PLY-NEON	CARSON	3900	Labor Commission
2002	83871	0.03	42857	2002-CHE-CAVA	ELKO	3224	Health Services
2001	80509	0.06	58336	2002-CHE-MALI	CARSON	3229	Child Welfare
2002	84887	0.06	42371	2002-FOR-FOCU	RENO	3208	Early Intervention Services
2002	82911	0.09	42880	2002-FOR-WIND	LV	3263	Youth Parole
2003	126386	0.05	110PUY	2003-CHE-BLAZ	PAHRU	3740	Parole and Probation
2003	95078	0.05	003RMZ	2003-CHE-BLAZ	FALLON	3740	Parole and Probation
2004	96325	0.06	45247	2004-CHE-CAVA	WINNEM	3167	Rural Regional Center
2005	124090	0.04	49266	2005-FOR-EXPL	CARSON	3650	National Guard
2006	96201	0.05	557VCP	2006-CHE-COBA	RENO	1033	Attorney General
2006	68055	0.04	51068	2006-CHE-COBA	CARSON	1354	Totaled in Accident
2006	113824	0.04	50245	2006-CHE-TRAI	ELKO	3208	Early Intervention Services
2006	124942	0.05	50237	2006-TOY-HIGH	CCMP	1354	Motor Pool
2007	90427	0.04	53378	2007-CHE-COBA	SLVRSP	3229	Child Welfare
2007	101138	0.06	266UWG	2007-CHE-MALI	RENO	1030	Attorney General
2007	94136	0.03	53419	2007-CHE-MALI	CARSON	3229	Child Welfare
2007	114074	0.04	54216	2007-CHE-TRAI	ELKO	3266	Aging Services
2007	96090	0.04	53010	2007-FOR-TAUR	FALLON	3229	Child Welfare
2007	101800	0.10	42352	2002-DOD-VAN	LV	1349	Administration - Grounds

Total Vehicle Count 28



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: September 21, 2011
To: Stephanie Day, Deputy Director
Department of Administration
Through: Julia Teska, Budget Analyst V
Budget and Planning Division
From: John Borrowman, 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 ADMINISTRATION – STATE PUBLIC WORKS DIVISION
BUILDINGS AND GROUNDS (B/A 710-1349)**

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

Nature of the Request

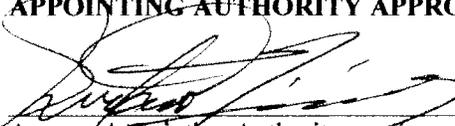
The agency is requesting to purchase one used Ford Explorer (2004 – 48,502 miles) to replace a 1991 GMC pickup with over 115,000 miles. The purchase was included in the legislatively approved budget and approved by the State Motor Pool Administrator.

Recommendation

The Department recommends approving the request.

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

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

Agency Name: ST PUBLIC WORKS DIV - B&G	Budget Account #: 1349
Contact Name: BETTY BADGETT	Telephone Number: 775 684-1800
<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>\$3500</u></p> <p>Is the requested vehicle(s) new or used: <u>USED</u></p> <p>Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.: SUV</p> <p>Mission of the requested vehicle(s): TO BE USED IN MAINTENANCE OF BUILDINGS AND GROUNDS. TRANSPORTATION TO AND FROM JOBS, AND HAULING EQUIPMENT.</p>	
<p>Were funds legislatively approved for the request?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If yes, please provide the decision unit number: E710</p> <p>If no, please explain how the vehicles will be funded?</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"/> x 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>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: 1991 Odometer Reading: 115759+ Type of Vehicle: GMC PICKUP</p> <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <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</p> <hr/> <p>If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.</p> <p>THIS VEHICLE HAS 67,000+ MILES LESS THAN OUR EXISTING VEHICLE AND IT DOES NOT HAVE THE NEED FOR MAJOR REPAIRS AS THE EXISTING VEHICLE HAS FLUID LEAKS THROUGHOUT THE ENGINE BLOCK, EXHAUST PROBLEMS, AND RING AND VALVES ARE WORN.</p>
<p>APPOINTING AUTHORITY APPROVAL:</p> <p> <u>Administrator</u> <u>9-13-11</u></p> <p>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>_____ _____</p> <p>Board of Examiners Date</p>	

RECEIVED

SEP 14 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Revised 7/13/10

6

John Borrowman

From: Keith Wells
Sent: Thursday, September 15, 2011 2:24 PM
To: John Borrowman
Subject: RE: 082 Vehicle Purchases

Looks fine,

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

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From: John Borrowman
Sent: Thursday, September 15, 2011 2:19 PM
To: Keith Wells
Subject: 082 Vehicle Purchases

Keith,

Please review the B&G request to replace a vehicle and advise.

Thanks,
John Borrowman
Budget Analyst
Department of Administration - Budget and Planning Division
Borrowman@Budget.State.NV.US
P: (775) 684-0224
F: (775) 684-0260



Welcome to NEBS
Nevada Executive Budget System

Last Action: 9/8/11 8:49 AM
Current User: bbadgett
Site Help? Logoff?

Home NEBS Activity Budget Reports DataMart Messages

Budget Account Version - Equipment Schedule

Page Help ?

Budget Account Version - Equipment Schedule Details

Budget Period: 2011-2013 BIENNIUM (FY12-13)
Budget Account: 1349 ADMINISTRATION - SPWD - BUILDINGS & GROUNDS
Version: L01 LEGISLATIVELY APPROVED
Schedule: EQUIPMENT

Schedule Details Additional Text

Decision Unit Filter: Display all Decision Units

Status: COMPLETE

Equipment Schedule

Line #	DU	Catg	GL	Equipment Type	Priority	Year 1		Year 2			
						Count	Rate	Count	Rate		
<input checked="" type="checkbox"/>	1	E710	26	7771 SOFTWARE MAINTENANCE-ANTI VIRUS SUBSEQUENT YEAR	20	35	8.00	280	35	8.00	280
Equipment Schedule Total:								280		280	
Grand Total (Includes Other Amounts Below):								38,201		20,143	

Other Amounts

Line #	DU	Catg	GL	Description	Priority	Year 1			Year 2		
						Quantity	Rate	Total	Quantity	Rate	Total
<input checked="" type="checkbox"/>	1	B000	12	7460 EQUIPMENT >\$1,000	35	1	9,863	9,863	1	9,863	9,863
<input checked="" type="checkbox"/>	2	E710	05	8380 USED VEHICLE	25	2	5,000	10,000	2	5,000	10,000
<input checked="" type="checkbox"/>	3	E710	05	8271 EX MARK (MOWER) W/ MULCHING KIT	30	2	9,029	18,058	0	0	0
Other Amounts Total:								37,921		19,863	

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Betty M. Badgett

From: Marie Gullet
Sent: Thursday, September 08, 2011 10:10 AM
To: Betty M. Badgett
Subject: 11-281-R

Hi Betty,

The price for the 2004 Ford Explorer, vin # 1FMZU72K94ZA77451, will be sold to Buildings and Grounds for \$3500.

Thank you

Marie Gullett
Department of Administration
Purchasing Division
Property Management Program
2250 Barnett Way
Reno, Nevada 89512
775-684-1835 Fax 775-688-1503
mgullett@purchasing.state.nv.us

0029	406 EAST SECOND STREET	V	V004949	00	PICKUP TRUCK 8 CYL 3/4 TON	1GTFK24K0M2521118	EX37243	1991	12,803.66	P40867	04/04/1991	04 / 2011	151186	PDR 11/20/00
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**State of Nevada
Department of Administration
Purchasing Division**



Personal Property Management Program

State Excess Vehicle Listing

The following vehicles are available for purchase by Government agencies and eligible non-profit organizations within the State of Nevada only. Vehicles purchased are not intended for private or personal use! Items listed are subject to prior sale and are sold as is, where is, with no guarantee expressed or implied. It is the perspective buyer's responsibility to verify vehicle description, condition, and price prior to final purchase.

When State Agencies purchase vehicles or heavy equipment from the Purchasing Division's Excess Property, a requisition (RXQ) must be initiated and approved before the vehicle can be delivered. The requisition must be coded for Budget Office approval in accordance with the State Administrative Manual (SAM), chapter 1511.0, which states "The Budget Division must approve all equipment purchases." Please use commodity code 99800FA for the purchase.

Click on highlighted stock #'s to view picture of vehicle.

STATE EXCESS VEHICLES			
As of 08/16/11			
DESCRIPTION	PRICE	LOCATION	STOCK #
1997 CHEVROLET LUMINA CONDITION: EXTERIOR PAINT FADING MILEAGE: 109774	1025.00	RENO	<u>11-266-R</u>
2006 FORD CROWN VICTORIA CONDITION: GOOD MILEAGE: 105836	3800.00	RENO	<u>11-267-R</u>
2006 FORD CROWN VICTORIA CONDITION: GOOD MILEAGE: 106448	3800.00	RENO	<u>11-268-R</u>
2007 FORD CROWN VICTORIA CONDITION: GOOD MILEAGE: 105940	4300.00	RENO	<u>11-269-R</u>
2006 FORD CROWN VICTORIA CONDITION: GOOD MILEAGE: 105826	3800.00	RENO	<u>11-270-R</u>
2006 FORD CROWN VICTORIA CONDITION: GOOD MILEAGE: 105836	3800.00	RENO	<u>11-271-R</u>
2004 FORD EXPLORER CONDITION: UNKNOWN MILEAGE: 48502	4000.00	RENO	<u>11-281-R</u>
2001 JEEP CHEROKEE CONDITION: SOME VIBRATION AT HIGH SPEEDS.	2600.00	RENO	<u>11-282-R</u>

MILEAGE: 79482				
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DEPARTMENT OF ADMINISTRATION

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

Date: September 14, 2011

To: Jeff Mohlenkamp, Director
Department of Administration

From: Julie Strandberg, Budget Analyst
Budget and Planning Division 

Subject: BOARD OF EXAMINERS **ACTION** ITEM

COMMISSION ON MINERAL RESOURCES – DIVISION OF MINERALS

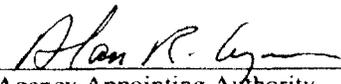
Reason for submittal, i.e., statutory requirement, letter of intent, IFC request, etc.:

Pursuant to 334.010 the Division of Minerals is requesting permission to purchase one Pickup in the amount of \$31,578.

Concerns and recommendations:

The Division of Minerals was legislatively approved to replace a 2004 Dodge Ram with 90,213 miles. This vehicle has exceeded the seven year replacement schedule.

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

Agency Name: Division of Minerals	Budget Account #: 4219	
Contact Name: Alan R. Coyner	Telephone Number: 775-684-7047	
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>\$31,578</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>3/4 ton pickup</u>		
Mission of the requested vehicle(s): <u>Replace field vehicle in the abandoned mine lands program</u>		
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide the decision unit number: E711 If no, please explain how the vehicles will be funded?	
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s): <input type="checkbox"/> <u> </u> Addition(s) <input checked="" type="checkbox"/> <u> </u> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain. <u>New vehicle is a pickup, not a passenger sedan.</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: <u>2004</u> Odometer Reading: <u>90,213</u> Type of Vehicle: <u>pick up</u> <hr/> Vehicle #2 Model Year: Odometer Reading: Type of Vehicle: <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</u> <hr/> If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.	
APPOINTING AUTHORITY APPROVAL:		
	<u>Administrator</u>	<u>9/14/11</u>
Agency Appointing Authority	Title	Date
BOARD OF EXAMINERS' APPROVAL:		
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase		
_____		_____
Board of Examiners		Date

Revised 7/13/10

16

NDOM Vehicle Replacement Spreadsheet for FY2012 and FY2013

	Location	FA Type	FA#	Year	Description	Serial Number	License	Value	Acq Date	AGE 2012	AGE 2013	9/13/2011 MILEAGE	Replace
1	CC	V	272534	2004	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	3D7KU28DX4G207583	EX46300	\$21,040	4/21/2004	8	9	90,213	2012
2	CC	E	272659	2005	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	3D7KS28D65G734687	EX51642	\$2,567	4/28/2004	n/a	n/a	n/a	2013
3	CC	E	276736	2005	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	13828	EX51642	\$21,040	10/26/2004	7	8	76,837	
3	LV	V	278421	2007	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	1D7KS28D47J552634	EX53280	\$1,829	1/28/2005	n/a	n/a	n/a	
4	LV	V	294384	2007	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	1D7KS28D57J575372	EX53280	\$22,810	11/27/2006	5	6	53,440	
4	CC	E	295828	2007	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	1D7KS28D57J575372	EX52966	\$3,147	3/7/2007	n/a	n/a	n/a	
4	CC	E	295902	2007	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	1D7KS28D57J575372	EX52966	\$29,132	3/2/2007	5	6	62,952	
5	CC	E	295829	2008	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	3D7KS28D78G183965	EX56230	\$3,147	3/7/2007	n/a	n/a	n/a	
5	CC	V	304154	2008	DODGE RAM 2500 QUAD CAB 4X4 Caravan Camper Top	3D7KS28D78G183965	EX56230	\$23,310	2/26/2008	4	5	56,617	
6	CC	E	304578	2009	GMC YUKON	1GKFK13029R251573	EX58922	\$3,147	3/14/2008	n/a	n/a	n/a	
7	CC	V	315101	2010	2010 GMC SIERRA 3/4 TON PU	1GT5KOBG9AZ229543	EX58922	\$29,025	8/14/2009	3	4	21,316	
7	CC	V	320388	2010	2010 GMC SIERRA 3/4 TON PU	1GT5KOBG9AZ229543	EX59725	\$25,935	6/8/2010	2	3	23,695	
8	CC	V	325736	2011	2011 GMC SIERRA 3/4 TON PU	1GT220CGXBZ405650	EX60176	\$25,451	8/4/2011	1	2	100	
new	CC	V		2012	2012 GMC SIERRA 3/4 TON PU	TBD	TBD	TBD	TBD	0	1	0	

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REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 081

Department: Administration

Division (if applicable): Internal Audit

Appointing authority: Mike Colburn

Agency contact (name, phone and e-mail): Mike Colburn, 775-687-0124,
mcolburn@iaudits.nv.gov

1. Reason/purpose for requested change:
To incorporate new requirements for contracting with current and former State employees pursuant to Assembly Bill 240 and add additional control and transparency.
2. Existing and recommended language in SAM (*blue bold italics*) is new language being proposed and ~~red strikethrough~~ is deleted language being proposed). The submitted changes include additions (*blue bold italics*) and deletions (~~red strikethrough~~).
3. Explain how the recommended change(s) will benefit agencies or create consistencies or efficiencies, etc. (provide examples if applicable): The changes will help agencies comply with the requirements of Assembly Bill 240, and provide additional controls and transparency when contracting with current and former State employees.
4. Will recommended change have a fiscal impact (if yes, explain): Yes, the change may affect the number of contracts with State employees entered into by certain State agencies.
5. Proposed effective date: **July 1, 2011**

BOARD OF EXAMINERS APPROVAL DATE: _____
(for BOE use only)

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **TBD-Set upon submission**

Agency Name:	Legal Entity Name:
Agency Code:	Contractor Name:
Appropriation Unit: -	Address:
Is budget authority available?: No	City/State/Zip ,
If "No" please explain:	Contact/Phone:
	Vendor No.:
	NV Business ID:

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	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 /

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date:

Contract term: **Unlimited**

4. Type of contract:

Contract description:

5. Purpose of contract:

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$0.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

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

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

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

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

Not Applicable

b. 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")

Yes No

a. Is the contractor a current employee with the State of Nevada, or is a State of Nevada employee being used to perform contracted services?

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

[Empty text box for explanation]

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

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

Not Applicable

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

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

d. Is the contractor employed by any of Nevada's political subdivisions or 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:

Unknown

15. a. Is 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.

[Empty text box for explanation]

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.

[Empty text box for explanation]

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level

User

Signature Date

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. *"Current State Employee" means a person who is an employee of an agency of the State. "Former State Employee" means a person who was an employee of any agency of the State at any time within the preceding 24 months.*

3. **CONTRACT TERM.** This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of termination for default, or *notice of termination* without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that ~~the scope of work shall be specifically described~~ *this Contract, inclusive of the following attachments, specifically describes the scope of work.* This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP # _____ and AMENDMENT(S) # ____;

ATTACHMENT BB: INSURANCE SCHEDULE: And

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed \$ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. ~~TIMELINESS OF BILLING SUBMISSION~~ BILLING SUBMISSION: TIMELINESS. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same *calendar* year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of

the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include, without limitation, one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. *In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.*

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered

~~Approved~~

Revised 10/11 BOE

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employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
 2. Such time as the insurance is no longer required by the State under the terms of this Contract;
- Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. Additional Insured: By endorsement to Contractor's general liability insurance policy ~~evidenced by Contractor~~, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

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- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the ~~Underlyer~~ underlying Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. ~~This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.~~

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. *Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.*

29. ASSIGNMENT OF ANTITRUST CLAIMS. *Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.*

30. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

31. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

ATTACHMENT BB
INSURANCE SCHEDULE

(Insert appropriate contract insurance schedules from guidelines as established in Risk Management Division's "INSURANCE & INDEMNIFICATION REQUIREMENTS FOR CONTRACTS" document revised 03/07)

Authorization to Contract with a Current Employee

Employee Name: _____
Employee ID number: _____
Job Title: _____
Current Agency: _____
Current class and grade: _____
Employment Dates: _____
Contracting Agency: _____

Please check which of the following applies:	
<input type="checkbox"/> Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-l below.	
<input type="checkbox"/> Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.	
a. Summarize scope of contract work.	
b. Document the employee's current job description.	
c. Explain how this differs from current State duties.	
d. Explain why existing State employees within your agency cannot perform this function.	
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so; explain relationship and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent.	

i. Identify the date and time the contract work will be performed.	
j. Identify the State employee's work schedule.	
k. Document the controls that will be in place to ensure contract work will not occur during State work or sick time.	
l. Document the justification for hiring contractor.	

Comments:

Contracting Agency Head's Signature and Date

Current Employee's Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Authorization to Contract with a Former Employee

Former Employee Name: _____
Former Employee ID number: _____
Former Job Title: _____
Former Employing Agency: _____
Former Class and Grade: _____
Employment Dates: _____
Contracting Agency: _____

Please check which of the following applies:

Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	
b. Document former job description.	
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	
d. Explain why existing State employees within your agency cannot perform this function.	
e. Document if the individual overseeing or establishing the contract is related to the contractor – if so, explain the relationship and why this would not affect independence and why this would not violate NAC 284.750.	

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f. List contractor's hourly rate.	
g. List the range of comparable State employee rates.	
h. Justify contract rate if it exceeds the maximum employee/employer rate paid for a comparable State position by more than 10 percent. Additionally, has the contract term been limited as a result?	
i. Document justification for hiring contractor.	

Comments:

Contracting Agency Head's Signature and Date

Budget Analyst

Clerk of the Board of Examiners

Secondary Employment Disclosure

Employee Name: _____
Employee ID number: _____
Name of Secondary Employer: _____
(If self employed, enter the business name)
Address of Secondary Employer/Self Employment: _____
Secondary Employer Phone Number: _____

Describe the nature of the work performed by the secondary employer or self employment business.	
Might this activity require or induce you to disclose controlled information obtained as part of your job or impair your independence or ethics?	
List the specific duties, functions, and activities that you personally will perform for the secondary employer or in the self-employment business.	
Document your work schedule with the secondary/self employment; how many and what hours weekly; what your State work schedule is; how many and what hours you will work weekly. Will this conflict with your State work hours?	
If applicable, list provider agreements, brief scope of services, and associated State agencies.	

Comments:

Employee statement

_____ I certify that my outside employment does not present a conflict with my State employment. The employment may not be construed as an extension of my duties or responsibilities with the State. I will devote my full time, attention and effort to State employment during official duty hours and not to contractual obligations. If a potential conflict arises, I will notify my supervisor and agency head, within three business days. I agree to submit a new application for approval by July 1 of each year, or within 30 days of a change in outside employment status.

Employee's agency head shall check one of the following statements:

_____ I have reviewed the information provided on this form and determined that this secondary employment **DOES NOT** present a real or potential conflict of interest to the State of Nevada.

_____ I have reviewed the information provided on this form and determined that this secondary employment **DOES** present a real or potential conflict of interest to the State of Nevada.

Employee's Signature and Date

Agency Head's Signature and Date

SAM 0304 Definitions of Public Agency

Definition of Consultant

~~A consultant is defined as a person who provides information, an opinion or advice for a fee.~~

SAM 322 Independent Contract Review

1. Contracts must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force. Contracts ~~ranging in cost from zero to \$1,999~~ **under \$2,000** require the approval of the agency head or designee; contracts ranging in cost from \$2,000 to ~~\$9,999~~ **under \$10,000** require the approval of the Clerk of the Board of Examiners (BOE), or designee, on behalf of the BOE; and contracts totaling \$10,000 or more require the approval of the Board of Examiners. All revenue-generating contracts require approval limits consistent with the dollar thresholds as set forth herein. **All contracts and amendments with current or former employees require BOE approval regardless of the contract amount. A current employee is a person who is an employee of an agency of the State; and a former employee is an employee of any agency of the State at any time within 24 months preceding the commencement date of the proposed contract. See SAM 0323 for requirements related to contracts with current or former employees.**

No department, division or agency of the State shall enter into any contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.

~~...7. The following contracts with consultants, as defined in SAM 0304, require the Interim Finance Committee (IFC) approval in accordance with NRS 284:~~

- ~~1. The person is a current employee of an agency of this State;~~
- ~~2. The person is a former employee of an agency of this State and less than 1 year has expired since the termination of his employment with the State;~~
- ~~3. The term of the contract is for more than 2 years or is amended or otherwise extended beyond 2 years.~~

~~For exceptions and reporting requirements on contracts with consultants, please see NRS 284 and SAM 0323.~~

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SAM 323 – Contracts with State Employees, Former State Employees and Secondary Employment

This section relates to current or former employees who contract with the State to provide services, and certain contracts with business entities who employ current or former state employees. Additionally, this section addresses the responsibilities of current employees who hold outside employment.

1. **Definitions of Employee** For purposes of this section,
 - a. *Current employee is a person who is an employee of an agency of the State;*
 - b. *Former employee is a person who was an employee of any agency of the State at any time within 24 months preceding the commencement date of the proposed contract.*

Note: Employees of the Nevada System of Higher Education (NSHE), Boards and Commissions are considered State employees.

2. **BOE Pre-Approval Required**

Before any department, division or agency of the State may execute a contract for services with a current employee, a former employee, or a person employed by the Nevada Department of Transportation (NDOT) for transportation projects that are entirely funded by federal money and the term of the contract exceeds 4 years, the Board of Examiners (BOE) must give pre-approval for entering into a contract with that person. (As noted in section 5 below, contracts executed by NSHE, Boards and Commissions and certain other contracts do not require BOE pre-approval) This pre-approval does not constitute approval of the contract terms, but only approval to contract with the particular current employee or former employee.

A limited exception exists for contracts less than four months determined by the department, division or agency to constitute an emergency situation necessitating a contract with a current or former employee.

A department, division or agency of the State may seek blanket pre-approvals from BOE for former employees who work in seasonal, intermittent or other temporary capacities if the person will be performing or producing services for which the business or entity is employed. For example, five seasonal snow plow drivers terminate their employment at the end of winter. The drivers are later hired by construction companies to drive trucks as part of contracts the companies have with a State agency; in this instance, BOE pre-approval for entering into each contract is required unless the State agency has a blanket pre-approval for the former employees.

3. Standards for Pre-Approval of Contracts with Temporary Employment Services and Current or Former Employees

If an agency will be using a temporary worker to be supplied through a contract with a temporary employment service, and that person is a current or former state employee, the Board of Examiners shall not approve the use of the temporary worker unless the Board of Examiners determines that:

- a. The person provides services not provided by any other employee of the agency or for which a critical labor shortage exists; or*
- b. A short-term need or unusual economic circumstance exists.*

The Board of Examiners will apply these standards to all proposed contracts for services involving current employees or former employees.

4. Contracts Potentially Requiring BOE Pre-Approval

Contracts affecting current or former employees and requiring Board of Examiners pre-approval may take the form of:

- a. A direct contract between a department, division or agency of the State and a current employee or former employee.*
- b. A contract with a business or any other entity that employs a current or former employee who will be performing or producing the contracted services*
- c. A contract with a temporary employment service that provides a former state employee to the State to perform services as a temporary worker.*

A person who is a current or former employee may not evade the intent of this section by performing contract work for the State through creation of a corporation or other business entity.

5. Exemptions

The requirements for BOE pre-approval of contracts with current employees or former employees do not apply to the following contracts:

- a. A contract with a current employee or former employee for 4 months or less, where the executive head of the department/division/agency determines an emergency exists that necessitates the contract. (Note: a copy of the contract and a description of the emergency must be submitted to the BOE. BOE shall review the contract and the description of the emergency and notify the department, division or*

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- agency utilizing this emergency exception whether the BOE would have approved the contract).*
- b. Contracts with Professional engineers employed by the Department of Transportation for a transportation project entirely funded by federal funds.*
 - c. Contracts with Nevada System of Higher Education, or a board or commission of the State*
 - d. Contracts with a person employed by an entity, which is a provider of services for Medicaid, and which provides services on a fee for service basis or through managed care.*
 - e. Contracts for \$1 million or more entered into:*
 - i. Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271*
 - ii. For financial services*
 - iii. Pursuant to the Public Employees' Benefits Program*

6. Contracting Agency Requirements

Complete Contract Authorization – The agency must complete an Authorization form (available on the Purchasing Division's website) requesting authorization to contract with a current or former employee and receive approval from the BOE before entering into a contract for services with a current employee or former employee, or with an entity that will be having a current employee or former employee perform the contracted services.

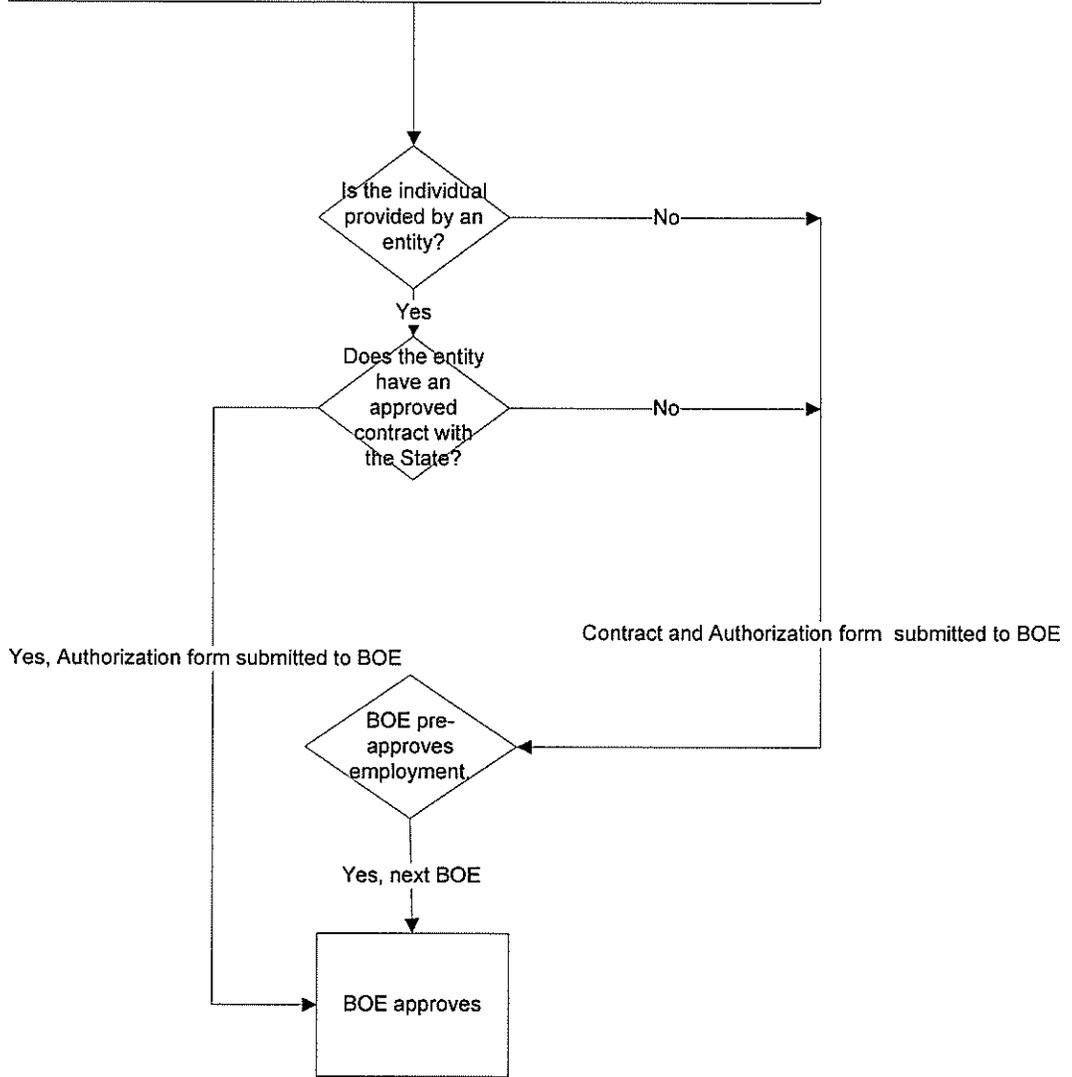
Contract Approval Process - If the contract is going to be with a:

- Current employee***
- Former employee***
- Person who is employed by the Department of Transportation for a transportation project, which is entirely federally funded, and the term of the contract is over 4 years***
- Business employing a current or former employee who will be performing or producing the contracted services***

The following flowchart summarizes steps to be performed.

Contract (as defined in SAM 323, section 4) is with an individual or with an entity who is a:

- Current employee
- A business who employs a current or former State employee and that employee is being used to perform contract services
- A former employee whose employment has terminated less than 2 years prior to the contract date
- A person employed by NDOT for a transportation project, which is entirely federally funded, and the term of the contract is over 4 years.



7. Additional Requirements For Current Employees

a. Time Keeping

- i. State time tracking - Current employees, during the pay period they perform contract or provider agreement work with the State, must include in their time sheet notes for each day, the specific times they used flex, sick, compensatory time, annual leave, etc. If contract work is performed during their standard shift, the employee must document the specific times in the notes and explain how this was performed during flex time, compensatory leave, annual leave, or non-state paid time.***
- ii. Contract time tracking - The contracted employee must document all time (date and time of day) spent working on the contract and include it in the invoice. Additionally, the employee must provide a supervisor approved copy of their State time sheet with their invoice.***

b. Contractor Oversight

- i. Current employee's supervisor's responsibilities - The employee's supervisor must compare the employee's NEATS time sheet to the times per the contract invoice to ensure contract work was not done during state time. The supervisor must sign the time sheet and the invoice certifying that contract work was performed during flex time, compensatory leave, annual leave, or non-state paid time.***
- ii. Contracting agency's responsibilities - The Contract Monitor must reconcile the current employee's approved NEATS time sheets to the times noted on the invoices to ensure contract work was performed during flex time, compensatory leave, annual leave, or non-state paid time.***

c. Secondary Employment

Any employee with secondary employment must complete a Secondary Employment Disclosure form (available on the Purchasing Division's website) and submit it for approval by the agency head. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The agency head must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.

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Secondary employment includes but not limited to contracts with the State, work with temporary employment agencies, and provider agreements.

0344 Contract Summary Forms

The Contract Summary Form provides the BOE with an accurate description of the contract document. All information displayed on the summary form must agree with the contents of the contract. Completed Contract Summary Forms must be attached to all contracts and agreements submitted to the BOE. The Contract Summary Form is generated after all the pertinent contract data is entered into the Budget Division's Contract Entry and Tracking System (CETS). Instructions for entering contracts into CETS can be found on the Budget Division's website at: <http://nevadabudget.org/index.php/publications/cets-contract-entry-and-tracking-system>

~~Completed Contract Summary Forms must be attached to all contracts and agreements. The most current version, as approved by the Board of Examiners, can be found on the State Purchasing Division's website at <http://purchasing.state.nv.us>.~~

~~The Contract Summary Form provides the Board of Examiners with an accurate description of the contract document. All information displayed on the summary form must agree with the contents of the contract. Agencies are to complete all applicable sections answering all questions and clearly identify why a specific section is not applicable. Agencies should not include any acronyms in the information they provide nor should they refer to any attachments.~~

~~The following paragraphs match the numbered sections found on the revised summary forms. The lines for "number" and "date" on the upper right hand corner and on the left for under \$10,000 and Review are for Board of Examiners use only.~~

~~1. Description of Contract~~

- ~~1. Enter the full name of the agency, the agency code and the appropriation unit (budget account number and the expenditure category number) that will be charged. Indicate whether or not funds are budgeted in the referenced budget account and category with which to provide payment for the contractual services contemplated, indicate the State fiscal year(s) the contract will be charged to and indicate the source of funds that will be used to pay the contractor and the percentage applicable to the source if more than one funding source is identified.~~

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Enter the contractor's name and address as shown on the contract and as will be used on the payment voucher. In addition, enter the vendor number assigned to the contractor by the Controller's Office (a "T" number for contracts and a "D" number for interlocal contracts).

2. Contract Start Date

1. All contracts are only valid upon the approval of the Board of Examiners.
2. If the effective date for work to commence is different than the date the Board of Examiners approves the contract, enter that date. Contracts with an effective date prior to the Board of Examiners' approval date, e.g. retroactive contracts, must be accompanied by a memorandum explaining the reason.
3. Enter the date the contract terminates and enter the length of the contract in terms of years.
4. Indicate the type of contract; e.g., New Contract, Interlocal Contract, Contract Amendment, etc.
5. Explain the purpose of the contract and how it will be accomplished. For example, a medical contract might be "for dental work consisting of two examinations per year for 20 clients at the Las Vegas Center."
6.
 1. This section is to be completed for new contracts only. Enter the maximum amount of the contract for the total term of the contract, and the exact rate that payments will be made and the time interval applicable to the rate (i.e., hour, month, year). Check calculations to ensure accuracy. If there is a valid reason for the rate not equaling the total amount payable, you must state the reason. As far as practicable, both the contract and the summary form must include a maximum dollar amount obligated for the term of the contract. The agency should specify any other basis for payment in the space provided if a rate and time interval do not apply.
 2. This section is to be completed for contract amendments only. If the contract is an amendment to an existing contract, identify which amendment it is, such as #1, #2, etc., enter the amount of the increase/decrease to the prior amount approved, and/or enter the new termination date of the contract if the termination date will change as a result of the amendment, and/or enter any other change that will occur as a result of the amendment

2. Justification

1. Explain why the contract is necessary.
2. Justify why a contractor is being used rather than a State employee. This justification should include the reasons why you chose a contractor over the hiring of a new or existing State employee. State employees in your own agency or another State agency may be able to perform the needed work.
3. Identify whether the contract amount is over \$100,000 and if the Purchasing Division issued a Request for Proposal (RFP). If the contract is over \$100,000

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~~and the Purchasing Division did not issue an RFP, explain why (Reference NRS 333.165).~~

- ~~1. Specify whether or not a bid or proposal was solicited. In the event bids or proposals were solicited, include a listing of the vendors that submitted proposals.~~

~~If bids were not solicited, explain why not. The fact that the contract is an amendment does not necessarily preclude the soliciting of new bids. If a sole source, include a copy of the sole source approval memo from the Purchasing Division (SAM 0338).~~

~~4.~~

- ~~1. Identify the date of the last bid and anticipated re-bid date.~~
- ~~2. Explain why the contractor's bid was accepted over others.~~

~~3. Other information~~

- ~~1. Indicate whether or not the contractor is employed by the State of Nevada, any of its political subdivisions or by any other government and, if applicable, indicate the jurisdiction by which the contractor is employed and how the contractor will account to his/her employer for his/her time spent as a contractor to the State.~~
- ~~2. If the contractor has been under contract with a State agency before, indicate when and for which agency. Contact the listed agency and verify the quality of service the contractor provided. Ask the contractor for this information as a reference within the solicitation or at the time of negotiation.~~
- ~~3. This question requires State agencies to identify when a contractor has any pending litigation with the State of Nevada. This information should be provided by proposing vendors in response to the State's approved template for Request for Proposals (RFP template), which requires vendors to identify the case name, case number, jurisdiction and cause of action of any pending litigation they may have with the State of Nevada. Agencies are encouraged to consult with their Deputy Attorney General for review and recommendation as to any pending litigation between the vendor and the State of Nevada.~~
- ~~4. Identify the name, title and phone number of the assigned contract compliance monitor. Each contract must be monitored and each agency must designate a contract monitor who will have primary responsibility to document all aspects of contract compliance.~~
- ~~5. The certified contract monitor must sign the contract summary form.~~
- ~~6. The agency head must sign the contract summary form.~~
- ~~7. Enter the date the contract summary was prepared.~~

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

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM
CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE

DATE: October 4, 2011
TO: Charles Duarte, Administrator, DHHS,
Division of Health Care Financing and Policy
FROM: Darrell Faircloth, Sr. Deputy Attorney General *DF*
SUBJECT: Tentative Settlement of Nursing Facility Provider Rate Appeals

This memorandum provides a summary of the issues and tentative settlement of Medicaid administrative rate appeals filed by 34 skilled nursing facilities contracted with the Division of Health Care Financing and Policy (DHCFP). The appeals and tentative settlement cover a wide range of issues associated with the collection of provider tax, administration of the provider tax fund, and payment rates for nursing facilities. The parties appear to have reached agreement on the major issues, but the settlement is not final. Any settlement is inherently fragile due to the number of parties.

By way of background, the 2003 Legislature, at the request of the nursing facility industry, enacted NRS 422.3755 through 422.379, which levied a tax on nursing facility non-Medicare bed days. The purpose of this provider tax was to increase the amount of State funds available to pay nursing facilities. Medicaid payments to nursing facilities include matching federal funds (FFP). It is important to note that federal rules govern the extent to which the payment to the facilities may be conditioned on the tax payment.

In November 2010, DHCFP engaged the CPA firm of Clifton Gunderson to perform a review of the provider tax program to determine whether funds had been appropriately collected and expended and all aspects of the program complied with federal law. The January 2011 audit report cited several compliance issues. Most relevant here, DHCFP collected \$907,888.13 in excess of the federally prescribed maximum tax in 2010.

In May 2011, the DHCFP Administrator and Fiscal Officer met with the federal CMS central office staff to discuss the issues of noncompliance. CMS stated that DHCFP should refund the excess tax to the providers. CMS also stated that DHCFP must change the tax collection and payment methods to comply with federal law. This required changes to state Medicaid regulations and the submission of a State Plan Amendment to CMS for approval.

In March 2011, DHCFP reduced payments to nursing facilities. As a result, 34 providers filed rate appeals, alleging primarily that DHCFP underpaid them. The appeals were consolidated. In August, 2011, the parties began settlement negotiations. The negotiations are ongoing and encompass far more issues than the rate appeal. The settlement terms agreed to date are advantageous to the state because, in net, they reduce the state general fund required to reimburse nursing facilities. They also bring DHCFP into compliance with federal mandates.

The net savings from the proposal are \$756,378 in 2012 and \$781,987 in 2013. However, since the counties now fund 40% of the nursing facility residents covered by Medicaid, the state must share both the costs and the benefits from the provider tax. Actual SGF savings will be \$789,974 for the 2011 – 2013 biennium.

The essential terms of the settlement are:

1. DHCFP will return \$907,888.13 in taxes that were over collected in 2010 to providers, contingent on BOE approval, if necessary. The credit amount will be the amount over-collected from each specific facility in SFY 2010.
2. The nursing facilities agree to withdraw the rate appeals.
3. The nursing facilities withdraw contest of the \$5 per day rate reduction approved by the 2011 Legislature.
4. During the current biennium, the State will not:
 - a. further reduce base payment rates;
 - b. change the payment methodology without agreement from the nursing facilities; or,
 - c. change the provider tax collection methodology without agreement from the nursing facilities.
5. The State will not recover prior year payments based on patient liability.
6. The State will add \$2.50 per day to the provider tax pool to partially offset the benefit to the facilities from patient liability.
7. Nursing facilities will not benefit from temporary increases in FMAP, such as occurred with ARRA.
8. Nursing facilities agree to the new provider tax collection methodology and supplemental payment methodology.
9. DHCFP will not reduce supplemental payments to nursing facilities to maintain the provider tax fund reserve and the permissible uses of the tax fund and reserve are stipulated.
10. The agreement expires June 30, 2013.

It appears that BOE approval may be required for the refund of \$907,888.13 to the nursing facilities, based on NRS 353.110(2). Though the refund is necessary to achieve

compliance with federal Medicaid rules, the manner in which it will be disbursed is incorporated in the settlement agreement.

Each facility will receive a credit on their current tax invoice for the amount of its overpayment, thus reducing the facility's tax payment in the current quarter. In the same quarter, DHCFP will contribute \$907,888.13 in SGF to the payment calculation. The \$907,888.13 contribution of SGF avoids a reduction in payments to the facilities for the coming fiscal quarter and mitigates any argument by the facilities that DHCFP is paying inadequate rates in violation of federal law. The addition of \$907,888.13 is more than offset by other changes in the revised payment formula.

Terms of the settlement agreement are subject to further negotiation at this time. Disclosure or public discussion of terms other than the refund of the overpaid tax could jeopardize a final agreement.

Please let me know if you have any questions or concerns.



Nevada Department of Health and Human Services
Division of Health Care Financing and Policy
1100 E. William Street #101
Carson City, Nevada 89701

Consultant's Report

Clifton Gunderson LLP was engaged by the Nevada Department of Health and Human Services (DHHS), Division of Health Care Financing and Policy (DHCFP) to perform an analysis of the State's Nursing Facility Provider Tax Program for the State Fiscal Years June 30, 2007 through June 30, 2010. We performed this engagement in accordance with Statements of Standards for Consulting Services established by the American Institute of Certified Public Accountants.

The sufficiency of these procedures is solely the responsibility of the specified users of this report. Consequently, we make no representation regarding the sufficiency of the procedures described in the report either for the purpose for which this report has been requested, or for any other purpose.

We were not engaged to perform, and did not perform, an examination, the objective of which would have been to express an opinion on the nursing tax rate setting by the Nevada Department of Health and Human Services, Division of Health Care Financing and Policy or the validity of the waiver provision and exemption to the hold harmless provisions under Federal Regulations. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Nevada Department of Health and Human Services, Division of Health Care Financing and Policy and should not be used by anyone other than these specified parties.

BACKGROUND

The State of Nevada administers its Nursing Enhancement payment in the following manner:

- The State makes an enhancement payment on a per claim basis to non-hospital based nursing facilities commensurate with upper payment limit (UPL) criteria under 42 CFR §447.272.
- County governments within the State of Nevada provide the non-Federal share of enhancement payments on a per claim basis.
- The State of Nevada passed a nursing facility provider tax assessment to increase the quality of care by assessing a fixed tax on each provider for all non-Medicare days.
- The State of Nevada requested and received a waiver for nursing facilities with more than 75,000 non-Medicare days effective April 1, 2004.

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- The State uses receipts of nursing facility provider tax assessment, net of waiver refunds, to reimburse Nevada Counties for the state portion of the enhancement payment.

The payment of the enhancement on a per claim basis, as well as the repayment of the State share to the Counties, are based on the theory that enough tax will be collected to absorb the State share of enhancement payments after the refund of taxes to the waiver facilities and the 1% administration fee collected by DCHFP. This use of the provider tax is allowable as long as the State's tax program does not exceed the 5.5% limit, pursuant to 42 CFR §433.68(f)(3)(i). DCHFP requested that Clifton Gunderson perform an analysis of the various compliance issues such as the upper payment limit (UPL), waiver test, and 5.5% revenue test.

SUMMARY OF WORK PERFORMED

As part of the original agreement with DCHFP, we performed the following procedures:

- Review the current and past processes for calculation methodology, assessment of providers and collection of payment
- Review the calculation of rate enhancement and transfer of funds collected compared to the transfers out of Budget Account 3160 via Category 10
- Assess any need for changes to the process or to NRS, NAC or State Plan
- Review year end reconciles for a complete accounting of receipts and expenditures

During the performance of the above procedures, Clifton Gunderson had additional conversations with DCHFP concerning compliance issues related to the Nevada nursing facilities provider assessment fee. This report incorporates the additional requests made by the State of Nevada during the process.

SUMMARY OF FINDINGS

42 CFR §447.272(b)(1) allows for an enhancement payments. In part, Federal regulations governing upper payment limits state, "[u]pper payment limit refers to a reasonable estimate of the amount that would be paid for the services furnished by the group of facilities under Medicare payment principles." Clifton Gunderson attempted to collect data from various data sources to calculate an upper payment limit as outlined in 42 CFR §447.272(a) and 42 CFR §447.272(b). These data sources included:

- Nevada nursing facilities' Medicaid cost reports, as furnished to DCHFP by the providers
- University of Nevada at Las Vegas' Center for Health Information Analysis utilization and financial reports from nursing facilities
- Centers for Medicare & Medicaid Services' download of cost reports by year reported on CMS website.

None of the data sources supplied documentation sufficient to perform the appropriate analysis for the upper payment limit calculation for State Fiscal Years 2007, 2008 and 2010. The lack of documentation does not allow for DCHFP to determine that the enhancement payments made by the DCHFP are in compliance with 42 CFR §447.272(a) and 42 CFR §447.272(b).

Documentation was supplied in a sufficient manner to calculate an upper payment limit for the private nursing facilities for the State Fiscal Year 2009. Using the cost reports ending during 2009, an estimate of the upper payment limit was calculated and the State's payments were below the estimated upper payment limit.

As of the State Fiscal Year 2010, the State of Nevada's NF provider tax program no longer qualified for a waiver of the broad based and uniformity requirements because it fails to demonstrate through regression analysis (B1/B2 test) as required by 42 CFR 433.68(e)(2) that the tax is generally redistributive.

The State of Nevada has been operating its provider tax program under a waiver approved by CMS since April 1, 2004. The State submitted the required B1/B2 test for the fourth quarter of SFY 2004 and for all of SFY 2005, in which the generally redistributive ratio calculations were 1.00636 and 1.01386 respectively. However, in order to determine whether waiver requirements were still being met, the State performed another B1/B2 regression analysis on provider tax data for SFY 2010. The State failed to meet the test since the generally redistributive ratio was .8797 and not greater than 1.00. Clifton Gunderson reviewed the methodology employed by the State and did not identify any errors in the calculations. In comparing the SFY 2010 test to the test performed for SFY 2005, two primary reasons, pertaining to the B1 regression, were identified as contributing factors. Medicare days increased by 214,650 in the SFY 2010 test over the number in the SFY 2005 test (379,282 versus 164,632). This factor alone creates a B1 regression ratio that is less than the B2. Additionally, total patient days increased in SFY 2010 over SFY 2005 by 53,484 (1,583,829 versus 1,530,345). This also tends to lower the B1 regression ratio. Conversely, Medicaid days decreased by 82,895 (923,687 versus 1,006,582) which should have helped, but it was not sufficient to offset the effects of the other two factors.

Our final analysis focused on assessing whether the State exceeded the 6.0% requirement for State Fiscal Years 2007 and 5.5 % requirement for January 1, 2008 to June 3, 2008 and State Fiscal Years 2009 and 2010 in relation to the tax versus "net patient service revenue." The State required information to be submitted on a monthly basis from the nursing facilities. This information included days, charges, licensing fees and other items. The analysis performed below is based on the information provided by DHCFP, which was originally submitted to DHCFP by the providers:

	2007	2008 Q1-Q2	2008 Q3-Q4	2008	2009	2010
Gross Revenues	\$377,862,662	\$195,725,471	\$204,843,999	\$400,569,470	\$420,466,224	\$439,406,402
Licensing Fees	\$107,709	\$96,743	\$7,071	\$103,814	\$43,079	\$56,450
Net Gross Revenues After Licensing Fees	\$377,754,953	\$195,628,728	\$204,836,928	\$400,465,656	\$420,423,145	\$439,349,952
Tax Collected	\$20,751,108	\$12,166,398	\$10,935,063	\$23,101,461	\$21,546,611	\$27,996,306
Refunds To Waiver Hospitals	\$1,881,599	\$1,102,090	\$1,016,327	\$2,118,417	\$2,088,367	\$2,924,170
Net Tax Collected	\$18,869,509	\$11,064,308	\$9,918,736	\$20,983,044	\$19,458,244	\$25,072,136
Tax Collected To Net Gross Revenue	5.00%	5.66%	4.84%	5.24%	4.63%	5.71%

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Based on the comparison of taxes collected to revenue, the State of Nevada had a 5.71% ratio in State Fiscal Year 2010. This exceeds the 5.5% allowable percentage per 42 CFR §433.68(f)(i)(A).

Based on the data provided by DHCFP, the amount of tax exceeding the 5.5% threshold is as follows for State Fiscal Year 2010:

	State Fiscal Year 2010
Tax Collected	\$27,996,306
Refunds To Waiver Hospitals	\$2,924,170
 Net Tax Collected	 \$25,072,136
 Gross Revenues	 \$439,406,402
Licensing Fees	\$56,450
 Net Gross Revenues After Licensing Fees	 \$439,349,952
Applicable Tax Rate	5.50%
 Total Tax Collection Below Hold Harmless	 \$24,164,247
 Portion Above Threshold	 \$907,889

The information provided to Clifton Gunderson to perform the analysis was based on gross revenues as opposed to net patient revenues and was the same data provided by the State in discussions with the Centers for Medicare & Medicaid Services, as well as the Nevada Health Care Association. Going forward, DHCFP will adopt the methodology as detailed in 42 CFR §433.68(f)(i)(A). This regulation states the following:

An indirect guarantee will be determined to exist under a two prong "guarantee" test. If the health care-related tax or taxes on each health care class are applied at a rate that produces revenues less than or equal to 6 percent of the revenues received by the taxpayer, the tax or taxes are permissible under this test. The phrase "revenues received by the taxpayer" refers to the net patient revenue attributable to the assessed permissible class of health care items or services. However, for the period of January 1, 2008 through September 30, 2011, the applicable percentage of net patient service revenue is 5.5 percent.

42 CFR §433.68(f)(i)(B) does allow for a second test to allow States to be exempt from the hold harmless provisions. If a State's provider tax fails the test under 42 CFR §433.68(f)(i)(A), the hold harmless provisions do not have to be met if 75% or less of the taxpayers receive less than 75% of the tax monies back through interim and/or supplemental payments. The nursing facilities tax established in the State of Nevada was designed as the State portion of supplemental UPL payments to the facilities. Therefore, the State would fail this second test in any year that the State failed the revenue percentage test.

RECOMMENDATION

DHCFP should begin to accumulate both Medicare and Medicaid documentation from nursing facilities in order to calculate the upper payment limit (UPL) for the nursing facilities, as allowed under 42 CFR §447.272(a) and 42 CFR §447.272(b).

DHCFP failed the waiver test for Henderson Health Care Center and Life Care Center of Las Vegas during the fiscal year 2010. The State may want to consider not exempting any facilities from the tax (i.e. hospital based facilities) and taxing all facilities at the same rate, as our analysis indicates that the State could continue to exempt Medicare bed days from the tax while meeting the broad-based and uniformity requirements.

DHCFP should ensure that the hold harmless provision for the provider tax is not exceeded in order to afford the State with the ability to continue its practice of using the proceeds of the tax as a transfer back to the counties in order to replace the amount originally used as the State share of the enhancement payments.

Clifton Henderson LLP

Richmond, Virginia
May 24, 2011

Provider tax collected in 2010 was in excess of the Federal maximum of 5.5%. The amount collected in excess of 5.5% was \$907,888.13. CMS has directed the State to return this amount to the providers. The funds would be distributed back to the nursing facilities according to the percentage of total tax each facility paid in 2010. This would be accomplished by crediting the tax invoice with the amount that the State owes back to that facility. The State will continue crediting a facilities invoice for as long as it takes to distribute the full amount the facility is owed; however, it appears that most of the facilities would be paid back in a single month. The State would contribute \$907,888.13 in State General Fund to the State share of the Supplemental Payment to replace the taxes that are not being paid by the facilities due to the credit for the 2010 over collection.

The State would still be paying the Supplemental Payment according to the State Plan Amendment. It would be based on 6% of net NF revenues; however, \$907,888.13 of that 6% would be comprised of State General Fund rather than Provider Tax. The State General Fund replacement of uncollected taxes would be matched by Federal funds, just as the Provider Tax would have been had it been collected and paid out in Supplemental Payments.

Example:

Facility A

Tax Owed by Facility A	\$200
Credit from 2010 Over Collection	<u>(\$100)</u>
Tax Paid by Facility A	\$100

Facility B

Tax Owed by Facility B	\$500
Credit from 2010 Over Collection	<u>(\$250)</u>
Tax Paid by Facility B	\$250

In this manner, each facility would receive the appropriate

Supplemental Payment

6% of Net Revenues	\$6,500,000.00
Minus Provider Tax Credits	(\$ 907,888.13)
Plus State General Fund	\$ 907,888.13
Plus \$2.50 SGF Per Bed Day	<u>\$ 500,000.00</u>
Equals State Share of Supplement Pmt	\$7,000,000.00
Divided by State Matching %	<u>50%</u>
Equals Total Supplemental Payments	\$14,000,000.00

For Budget Division Use Only	
Reviewed by:	<i>SL 9/14/11</i>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Conservation and Natural Resources
 Division of Water Resources
 901 S. Stewart ST.
 Carson City, Nevada 89701-4263
 Telephone: (775) 684-2800; (775) 684-2863, Bonnie Kordonowy
 Fax: (775) 684-2811

2. Name of Lessor: The Terraces #3, LLC
 Doug Snyder
 Telephone: (775) 738-5616
 Fax: (775) 753-3553

3. Address of Lessor: 1227 Parkview Drive
 Elko, Nevada 89801

4. Address of Lease property: 1250 Lamoille Hwy, Suite 1047
 Elko, Nevada 89801

1,156 usable square feet					
a. Square Footage:					
b. Cost:	cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
	\$1,730.33	12	\$20,763.96	November 1, 2011 - October 31, 2012	\$1.496
	\$1,730.33	12	\$20,763.96	November 1, 2012 - October 31, 2013	\$1.496
	\$1,730.33	12	\$20,763.96	November 1, 2013 - October 31, 2014	\$1.496
	\$1,730.33	12	\$20,763.96	November 1, 2014 - October 31, 2015	\$1.496
	\$1,730.33	12	\$20,763.96	November 1, 2015 - October 31, 2016	\$1.496

c. Total Lease Consideration: 60 \$103,819.80

d. Rental Adjustments: None

e. Term: Five (5) years

f. Option to renew: Yes

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable 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: 4237

5. Purpose of the lease: To house the Division of Water Resources.

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

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

Remarks: B&G negotiated an extension of the current lease. The previous rental rate was \$1.234 per square foot per month for a modified lease, the tenant was responsible for the janitorial expenses but never contracted out for the service and their employees cleaned. This new lease is a full service gross lease which includes janitorial and utilities. The rental rate is \$1.496 per square foot per month.

Lease #1

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20001015286
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

 9/7/11
 Authorized Signature - Buildings and Grounds Division Date

 9/7/11
 Authorized Signature - Agency Date

For Board of Examiners Yes
 No

Lease #1

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

9/15/11

**STATEWIDE LEASE INFORMATION
 FIRST AMENDMENT**

1. Agency: Department of Health and Human Services
 Division of Aging & Disability Services
 3416 Goni Road D #132
 Carson City, Nevada 89706
 Kim Huys. (702) 486-3558; Tina Gerber-Winn (775) 687-4210

2. Name of Lessor: Pamela K. Russell
 Contact: Pamela Russell 775-852-1117; Jim Mace 775-826-7200

3. Address of Lessor: 445 Apple Street, Suite #200
 Reno, NV 89502-3528

4. Address of Lease property: 445 Apple Street, 104, 105, 107, 110, 112, and 202 (adding suites 102 and 211)
 Reno NV 89502-3528

a. Square Footage: Amending the Lease to add 1,002 additional square feet (Suite 102: 508 square feet and Suite 211: 494 square feet), to the existing 6,548 square feet, for a total of 7,550 square feet of office space

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	15 days	\$0.00	October 17, 2011 - October 31, 2011	
\$7,056.00	6	\$42,336.00	November 1, 2011 - April 30, 2012	\$1,000
\$7,056.00	12	\$84,672.00	May 1, 2012 - April 30, 2013	\$1,000
\$7,408.80	12	\$88,905.60	May 1, 2013 - April 30, 2014	\$1,050
\$7,620.48	12	\$91,445.76	May 1, 2014 - April 30, 2015	\$1,080
		\$307,359.36		
\$0.00	15 days	\$0.00	October 17, 2011 - October 31, 2011	\$0.000
\$568.10	6	\$3,408.60	November 1, 2011 - April 30, 2012	\$1,150
\$568.10	12	\$6,817.20	May 1, 2012 - April 30, 2013	\$1,150
\$568.10	12	\$6,817.20	May 1, 2013 - April 30, 2014	\$1,150
\$568.10	12	\$6,817.20	May 1, 2014 - April 30, 2015	\$1,150
		\$23,860.20		
c. Total Lease Consideration:		\$331,219.56		
c. Rental Adjustments:		None		
e. Term:		Three (3) years six (6) months and fifteen (15) 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:		3266		

5. Purpose of the lease: To house the Aging and Disability Services

6. This lease constitutes:

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

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 SEP 14 2011
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: n/a Furnishings: \$17,290.00 Data/Phones: \$3,500.00

Remarks: This First Amendment to the Lease adds additional space to house seven (7) additional full time employees and programs assumed by the Division. The Lessor is providing Tenant Improvements consisting of removal of two walls and construction of one wall, painting and carpeting to match the existing space. The rental rate for the 494 square feet of office space with tenant improvements is \$1.15 per square foot per month and the rental rate for the additional space of 508 square feet of office space is the same cost as the existing space beginning at \$1.00 per square foot per month. With this Amendment, the total leased office space is 7,550 square feet. PLEASE NOTE, AFTER NEGOTIATIONS, THE LANDLORD EXTENDED THE RENT REDUCTION NEGOTIATED WITH B&G MAY OF 2010 FROM THE ORIGINAL LEASE TO THE EXPANSION SPACE

Lease #2

STATEWIDE LEASE INFORMATION

7 State of Nevada Business License Information:

a	Nevada Business ID Number	NV20101205740
b	The Contractor is registered with the Nevada Secretary of State's Office as a?	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c	Is the Contractor Exempt from obtaining a Business License *If yes, please explain	Yes _____ No <input checked="" type="checkbox"/>
d	Is the Contractors Name the same as the Legal Entity Name? *If no, please explain:	Yes <input checked="" type="checkbox"/> No _____
e	Does the Contractor have a current Nevada State Business License (SBL)? *If no, please explain	Yes <input checked="" type="checkbox"/> No _____
f	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No _____

Cindy Edwards 9-14-11
 Authorized Signature Date
 Public Works Division, Buildings and Grounds Section

Lina Gerber-Wynn 9-13-11
 Authorized Signature - Agency Date

For Board of Examiners Yes
 No

Lease #2

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20061367738
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [X] INC [] CORP [] LLP []
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

[Signature] _____ 9-27-11
 Authorized Signature - Buildings and Grounds Division Date

[Signature] _____ 9/17/11
 Authorized Signature - Agency Date

For Board of Examiners Yes
 No

Lease #3

For Budget Division Use Only	
Reviewed by:	<i>2/23/11</i>
Reviewed by:	<i>Jul 9/11</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Nevada Division of State Lands, on behalf of the Nevada Army National Guard

2. Name of Lessor: Cheyenne Air Center, North Las Vegas Airport

3. Address of Lessor: 4511 West Cheyenne Ave, #601, North Las Vegas, NV 89032

4. Address of Lease property: Hangar #2, 4511 West Cheyenne Ave, #601, North Las Vegas, NV 89032

a. Square Footage:	9,600 usable square feet				
b. Cost:	cost per month	# of months in time	Cost per Year	time frame	Approximate cost per square foot
	\$10,000.00	24	\$120,000.00	2 year term, with 1 year renewal option	\$1.04/sq. ft.
c. Total Lease Consideration:					240,000.00

d. Rental Adjustments: _____

e. Term: 2 years

f. Option to renew: 1 additional year at same rate

g. Utilities: Included

h. Janitorial: Included

i. Major repairs: Included

j. Minor repairs: Included

k. Taxes: N/A

l. Comparable costs: _____

m. Specific termination clause in lease: #20 Breach/Default lack of funding = Clause #13

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

5. Purpose of the lease: Renewal of airport hangar lease for Civil Support Team

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

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SEP 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: Continued use of an airport hangar and office space for the Civil Support Team under state funding authority rather than the previous federal funding.

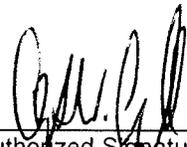
Lease #4

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information: Cheynne Air Center

a.	Nevada Business ID Number:	NV19961193239
b.	The Contractor is registered with the Nevada Secretary of State's Office as:	LLC [] INC [] CORP [X] LLP []
c.	Is the Contractor Exempt from obtaining a Business License:	Yes No X
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes X No
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes X No
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes X No

 9/8/11
 Authorized Signature - Division of State Lands Date

 7 SEPTEMBER 2011
 Authorized Signature - Agency Date
 LTC CLAYTON W. CHAPPELL CFMO

For Board of Examiners Yes

No

LEASE
#4

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: **12665**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: BLACK & LOBELLO PLLC
Agency Code: 030	Contractor Name: BLACK & LOBELLO PLLC
Appropriation Unit: 1031-10	Address: 10777 W TWAIN AVE STE 300
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89135-3038
If "No" please explain: Not Applicable	Contact/Phone: null702/869-8801
	Vendor No.: T27023850
	NV Business ID: NV20071658868

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 % Contingency Fee Contract

Agency Reference #: **030**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/10/2015**Contract term: **3 years and 314 days**4. Type of contract: **Other (include description): Contingency Fee Contract**Contract description: **Special Counsel**

5. Purpose of contract:

This is a new contract to provide professional services as attorneys pursuant to NAC 333.150 to the Office of the Attorney General to assist in the investigation and prosecution of all appropriate civil claims against mortgage lenders, servicers, trustees, notaries, and their respective directors, officers, agents, and successors in interest for unlawful acts involving foreclosures on Nevada homeowners.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$3,150,000.00**

Other basis for payment: \$75 - \$400 per hour. The maximum amount is an estimate based on value of services only; payment is contingency fee based.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada leads the country in the number of home foreclosures. Efforts to mitigate this foreclosure problem, including loan modification programs, have not been successful. An investigation by the Attorney General's Office (AG's Office) indicates that certain default servicers are utilizing certain practices including so-called "robo-signing" activities.

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

The Attorney General has determined that it is in the best interests of the State of Nevada to employ private counsel to assist in the prosecution of the afore-mentioned civil claims. These claims involve complex factual and legal issues in the area of real estate and related fields of law. The litigation will require the expenditure of substantial resources and use of manpower. The Attorney General seeks to limit the State's expenditure of resources by having private counsel advance the litigation expenses. The law firm of Black & Lobello have the manpower, resources and expertise to provide essential assistance to the AG's Office in the prosecution of these claims.

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 (law office) was chosen in preference to others due to their expertise in this particular field of the law.

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 Foreclosure Mediation Program and the Administrative Office of the Courts is using this contractor as performing professional services. I am not aware of a State of Nevada 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	dcallens	09/12/2011 10:17:34 AM
Division Approval	clesli1	09/12/2011 10:25:48 AM
Department Approval	chowle	09/12/2011 11:17:33 AM
Contract Manager Approval	shanshew	09/12/2011 11:18:54 AM
Budget Analyst Approval	csawaya	09/15/2011 14:29:48 PM
Team Lead Approval	jmurph1	09/21/2011 13:46:31 PM
BOE Agenda Approval	jmurph1	09/21/2011 13:46:36 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: **12641**

Agency Name: **ATTORNEY GENERAL'S OFFICE**
Agency Code: **030**
Appropriation Unit: **1042-18**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **ADAMS, VERNON F DBA**
Contractor Name: **ADAMS, VERNON F DBA**
Address: **FADAMS ASSOCIATES LLC
1426 PINEHURST DR
MESQUITE, NV 89027**
City/State/Zip: **MESQUITE, NV 89027**
Contact/Phone: null702/379-6591
Vendor No.: T29011539
NV Business ID: NV20051026105

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 #: 030

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **Yes**

If "Yes", please explain

Memorandum is attached stating that the contract is retroactive due to the lengthy amendment process.

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

Contract term: **292 days**

4. Type of contract: **Contract**

Contract description: **Liaison SAVIN Grant**

5. Purpose of contract:

This is a new contract to provide effective project management skills to the participants of the Nevada Statewide Automated Victim Information and Notification Project (NV VINE). The Liaison will work closely with Nevada Sheriffs' and Chiefs' and Department of Public Safety. The Liaison will review, monitor and ensure that the Vendor is completing all work product according to the grant and contract requirements and the grant requirements are completed within the time frame stated.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Payment for services will be made at the rate of \$50.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to act as a liaison between the Nevada Office of the Attorney General and the Nevada Department of Corrections for a grant awarded to implement a statewide victim notification system. The liaison is necessary to provide project management skills to the participants of this system.

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

There is no State employee with the knowledge and experience to complete the tasks required of this liaison.

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?

FADAMS was the only vendor to respond to an Informal Solicitation conducted by the Attorney General's Office.

d. Last bid date: 07/06/2011 Anticipated re-bid date: 06/01/2012

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?

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	09/07/2011 10:47:02 AM
Division Approval	clesli1	09/07/2011 10:50:32 AM
Department Approval	chowle	09/08/2011 08:44:47 AM
Contract Manager Approval	shanshaw	09/08/2011 10:33:02 AM
Budget Analyst Approval	csawaya	09/21/2011 09:25:10 AM
Team Lead Approval	jmurph1	09/21/2011 13:47:48 PM
BOE Agenda Approval	jmurph1	09/21/2011 13:47:52 PM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane, Suite 202
Reno, Nevada 89511

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

TO: Board of Examiners
FROM: Henna Rasul, Deputy Attorney General
DATE: September 6, 2011
RE: Retroactive Independent Contract

This memo is to advise the Board of Examiners that Fadams Associates LLC, the Independent Contractor for the NV VINE Liaison, will begin prior to the Board of Examiner's (BOE) next meeting on October 11, 2011. This contract could not be completed by the September BOE meeting due to the fact that the contract went through a lengthy amendment process and was sent back several times. It is important that the Independent Contractor is allowed to begin work as soon as possible because this contract is grant funded through June 30, 2012, and there is a great amount of work that needs to be done.

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 CONTRACT1. Contract Number: **12659**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1042-19**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNLV**Contractor Name: **BOARD OF REGENTS-UNLV**Address: **UNLV OFFICE OF CONTROLLER
4505 MARYLAND PKWY MS 1005**City/State/Zip: **LAS VEGAS, NV 89154-1005**

Contact/Phone: null702/895-1142

Vendor No.: D35000813

NV Business ID: NA

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 #: 030

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **273 days**4. Type of contract: **Interlocal Agreement**Contract description: **Facilitator**

5. Purpose of contract:

This is a new contract to provide services as a Statewide Domestic Violence Fatality Review Facilitator by establishing a domestic violence fatality review team in Clark County, Nevada, and coordinating the creation of standard protocols for teams and reviews in Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,000.00**

Payment for services will be made at the rate of \$1,333.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

SB66 was passed during the 2011 legislative session and authorizes the Nevada Office of the Attorney General to organize multidisciplinary teams to review the deaths of domestic violence victims. The facilitator is necessary to assist the Nevada Office of the Attorney General with this process.

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

The State does not have any employees that have the requisite expertise to perform these services.

9. Were quotes or proposals solicited?

Yes

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

No

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor is the only one that responded to the informal solicitation.

d. Last bid date: 07/20/2011 Anticipated re-bid date: 06/01/2012

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?

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	dcallens	09/08/2011 14:20:48 PM
Division Approval	clesli1	09/08/2011 14:24:37 PM
Department Approval	chowle	09/08/2011 16:28:57 PM
Contract Manager Approval	shanshew	09/08/2011 16:32:38 PM
Budget Analyst Approval	csawaya	09/16/2011 09:59:03 AM
Team Lead Approval	jmurph1	09/19/2011 11:42:35 AM
BOE Agenda Approval	jmurph1	09/19/2011 11:42:39 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12662**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Deborah C. Mash
Agency Code: 030	Contractor Name: Deborah C. Mash
Appropriation Unit: 1348-15	Address: 7552 West Treasure Drive
Is budget authority available?: Yes	City/State/Zip: Miami, FL 33141
If "No" please explain: Not Applicable	Contact/Phone: Dr. Deborah Mash 305-243-5888
	Vendor No.: T27028607
	NV Business ID: NV20111494075
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 **08/09/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **Yes**

If "Yes", please explain

The request for a retroactive approval is due to the overlapping of time in Dr. Mash starting her 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. Mash are usually required as soon as possible.

3. Termination Date: **06/30/2014**
Contract term: **2 years and 326 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. The vendor will review any/all pertinent documents, records, reports, and provide an expert opinion and/or testimony, as well as 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. Mash was chosen in preference to others due to her experience and knowledge in neurology and cellular pharmacology with an emphasis on hallucinogenic drugs 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:

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	09/09/2011 09:00:32 AM
Division Approval	clesli1	09/09/2011 13:11:46 PM
Department Approval	chowle	09/09/2011 13:22:18 PM
Contract Manager Approval	dgrass	09/09/2011 13:30:29 PM
Budget Analyst Approval	jmurph1	09/19/2011 11:46:07 AM
Team Lead Approval	jmurph1	09/19/2011 11:46:13 AM
BOE Agenda Approval	jmurph1	09/19/2011 11:46:15 AM
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

RECEIVED

SEP 09 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

MEMORANDUM

TO: Cathy Gregg, Budget Analyst 
FROM: Diane Grass, Program Officer I
DATE: September 9, 2011
RE: Retroactive Independent Contract for Dr. Deborah Mash, M.D.

This memo is to advise the Board of Examiners that the Independent Contract for Dr. Deborah Mash, M.D. will began on August 9, 2011, which was prior to its submission to the Budget Office. This contract should be placed on the Board of Examiners Agenda set for October 11, 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: **12522**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: RELIABLE PUMP INC DBA
Agency Code: 082	Contractor Name: RELIABLE PUMP INC DBA
Appropriation Unit: 1349-12	Address: RELIABLE PUMP & MOTOR PO BOX 31115
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89173
If "No" please explain: Not Applicable	Contact/Phone: null702/243-5116
	Vendor No.: T27007656A
	NV Business ID: NV20001484286
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 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 **10/11/2011**
Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

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

4. Type of contract: **Contract**

Contract description: **Motor/Pump Service**

5. Purpose of contract:

This is a new ongoing contract for the provision of general repair, rebuild, maintenance and service of industrial motors and pumps and all associated equipment for various State buildings in Southern Nevada.

6. NEW CONTRACT

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

Other basis for payment: Regular labor rate \$95.00 per hour per technician; Overtime, weekend & Holiday labor rate \$142.50 per hour per technician; Shop labor \$85.00 per hour; Plasma cutter and welder repair shop rate \$85.00 per hour; Generator repair shop rate \$75.00 per hour; small crane fee \$50.00 flat rate; large crane fee \$150.00 flat rate; outside large crane fee \$165.00 per hour; confine space entry fee \$475.00 - \$650.00 flat rate, contingent upon complexity of problem; normal hours 8:00 a.m. to 4:00 p.m., Monday through Friday; overtime hours 4:00 p.m. to 8:00 a.m. and any hours Saturday and Sunday; materials at cost plus up to 25%.

II. JUSTIFICATION

7. What conditions require that this work be done?

The services are necessary for safety and sanitation.

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

Lack of manpower, expertise 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 on file for this service will be contacted to submit bids on projects.

d. Last bid date: 07/01/2011 Anticipated re-bid date: 07/01/2015

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:

2009 - 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	08/19/2011 11:10:42 AM
Division Approval	cedward2	08/22/2011 14:16:46 PM
Department Approval	cedward2	08/22/2011 14:16:50 PM
Contract Manager Approval	kaplin	08/22/2011 15:43:32 PM
Budget Analyst Approval	jborrowm	08/23/2011 13:41:50 PM
Team Lead Approval	jteska	09/21/2011 14:27:01 PM
BOE Agenda Approval	jteska	09/21/2011 14:27:05 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: **CONV6021** Amendment Number: **2**
 Agency Name: **BUILDINGS AND GROUNDS DIVISION** Legal Entity Name: **Xcel Maintenance Services, Inc**
 Agency Code: **082** Contractor Name: **Xcel Maintenance Services, Inc**
 Appropriation Unit: **1349-12** Address: **8920 Colorful Pines Ave.**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89143**
 If "No" please explain: **Not Applicable** Contact/Phone: **null7023419235**
 Vendor No.: **T81103343**
 NV Business ID: **NV20021426879**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

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

General Funds	0.00 %	X	Fees	100.00 %	Buildings and Grounds building 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 **02/01/2009**
 Anticipated BOE meeting date **09/2011**
 Retroactive? **No**
 If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2012**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **Janitorial, Building Maintenance and Repair Servic**

5. Purpose of contract:
This is the second amendment to the original contract, which provides janitorial services for the Department of Motor Vehicles, Flamingo and Sahara Offices, Las Vegas and includes extra services, as needed and requested by a Buildings and Grounds Section designee. This amendment extends the termination date from January 31, 2012 to January 31, 2013; and increases the amount of the contract from \$542,500.00 to \$729,300.00 for services added as a result of the extended termination date.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$504,220.00
2. Total amount of any previous contract amendments:	\$38,280.00
3. Amount of current contract amendment:	\$186,800.00
4. New maximum contract amount:	\$729,300.00
and/or the termination date of the original contract has changed to:	01/31/2013

II. JUSTIFICATION

7. What conditions require that this work be done?
The need for State buildings 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?

The Evaluation Committee for RFP#1060 scored Xcel Maintenance Services, Inc. the highest overall rating.

d. Last bid date: 08/01/2008 Anticipated re-bid date: 08/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2008-2011, 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	09/07/2011 13:13:57 PM
Division Approval	cedward2	09/07/2011 17:31:52 PM
Department Approval	cedward2	09/07/2011 17:31:56 PM
Contract Manager Approval	kaplin	09/12/2011 09:28:48 AM
Budget Analyst Approval	jborrowm	09/16/2011 14:22:46 PM
Team Lead Approval	jteska	09/21/2011 14:33:53 PM
BOE Agenda Approval	jteska	09/21/2011 14:33:56 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: **12588**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: JBA CONSULTING ENGINEERS INC
Agency Code: 082	Contractor Name: JBA CONSULTING ENGINEERS INC
Appropriation Unit: 1551-09	Address: 5155 W PATRICK LN STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89118-2828
If "No" please explain: Not Applicable	Contact/Phone: null702/362-9200
	Vendor No.: T80928382
	NV Business ID: NV20091413391
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 #: **7367**

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 to replace doors, locks and control panels in the housing units 2, 3 & 4 at the Southern Desert Correctonal Center; Project No. 11-M15; Contract No. 7367.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$170,180.00**

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	08/25/2011 14:31:13 PM
Division Approval	dgrimm	08/25/2011 14:31:16 PM
Department Approval	dgrimm	08/25/2011 14:31:18 PM
Contract Manager Approval	dgrimm	08/25/2011 14:36:46 PM
Budget Analyst Approval	jrodrig9	08/31/2011 09:11:38 AM
Team Lead Approval	cwatson	09/16/2011 08:20:55 AM
BOE Agenda Approval	cwatson	09/16/2011 08:21:05 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV4644** Amendment Number: **5**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **ARRINGTON WATKINS ARCHITECTS**

Agency Code: **082** Contractor Name: **ARRINGTON WATKINS ARCHITECTS**

Appropriation Unit: **1565-43** Address: **5240 N 16TH ST STE 101**

Is budget authority available?: **Yes** City/State/Zip: **PHOENIX, AZ 85016**

If "No" please explain: Not Applicable Contact/Phone: **DAVID WATKINS 6022794373**

Vendor No.: **T29005651**

NV Business ID: **NV20041116632**

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

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

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

Agency Reference #: 2362

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

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **10/30/2011**Contract term: **4 years and 23 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 professional architectural/engineering services for the Southern Desert Correctional Center Expansion, Indian Springs, NV; Project No. 07-C07(A); Contract No. 2362. This amendment increases the maximum amount from \$2,382,726.26 to \$2,410,319.26 due to additional security electronics, deletion of dining room ceilings, and reconfiguration of the dining room control officer station.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,456,000.00
2. Total amount of any previous contract amendments:	-\$73,273.74
3. Amount of current contract amendment:	\$27,593.00
4. New maximum contract amount:	\$2,410,319.26

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

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

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

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

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

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

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/29/2011 14:51:21 PM
Division Approval	dgrimm	08/29/2011 14:51:25 PM
Department Approval	dgrimm	08/29/2011 14:51:29 PM
Contract Manager Approval	dgrimm	08/29/2011 15:27:50 PM
Budget Analyst Approval	jrodrig9	08/31/2011 09:08:32 AM
Team Lead Approval	cwatson	09/16/2011 08:19:49 AM
BOE Agenda Approval	cwatson	09/16/2011 08:19:54 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10780** Amendment Number: **2**

Agency Name: **STATE PUBLIC WORKS DIVISION** Legal Entity Name: **JACOBS ENGINEERING GROUP INC**

Agency Code: **082** Contractor Name: **JACOBS ENGINEERING GROUP INC**

Appropriation Unit: **1566-18** Address: **501 N BROADWAY**

Is budget authority available?: **Yes** City/State/Zip: **SAINT LOUIS, MO 63102-2131**

If "No" please explain: Not Applicable Contact/Phone: null314/335-4324

Vendor No.: T29016435

NV Business ID: NV20001305970

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

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

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	88.00 %	X Bonds	12.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **05/11/2010**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **3 years and 51 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is the second amendment to the original contract, which provides professional architectural/engineering services for the Nevada Army National Guard new field maintenance shop facility on the Las Vegas Readiness Center site located at 4500 W. Silverado Ranch Blvd., Las Vegas, NV SPWB Project No. 09-C13, SPWB Contract No. 5240. This amendment increases the maximum amount from \$1,284,486.13 to \$1,297,756.70 for civil site improvements incorporated into the field maintenance shop project for the Civil Support Team/Weapons of Mass Destruction Center project.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,282,068.50
2. Total amount of any previous contract amendments:	\$2,417.63
3. Amount of current contract amendment:	\$13,270.52
4. New maximum contract amount:	\$1,297,756.65

II. JUSTIFICATION

7. What conditions require that this work be done?

2009 CIP

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

PROFESSIONAL SERVICES ARE PROVIDED BY SPWB TO SUPPORT THE STATE CAPITAL IMPROVEMENT PROGRAM. CONSULTANTS ARE SELECTED BASED ON THEIR ABILITY TO PROVIDE DESIGN AND ENGINEERING SERVICES TO MEET THE GOALS ESTABLISHED BY THE LEGISLATURE.

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

The agency has verified that this vendor does has a valid and current Nevada business license.

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	09/12/2011 16:08:50 PM
Division Approval	dgrimm	09/12/2011 16:08:52 PM
Department Approval	dgrimm	09/12/2011 16:10:23 PM
Contract Manager Approval	dgrimm	09/12/2011 16:15:29 PM
Budget Analyst Approval	jrodrig9	09/14/2011 16:27:01 PM
Team Lead Approval	cwatson	09/16/2011 12:42:46 PM
BOE Agenda Approval	cwatson	09/16/2011 12:42:51 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: **12651**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: CROOK, RAY DBA
Agency Code: 082	Contractor Name: CROOK, RAY DBA
Appropriation Unit: 1585-14	Address: RPC ROOF CONSULTING SERVICES 14370 MOUNT SNOW DR
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511-9185
If "No" please explain: Not Applicable	Contact/Phone: null775/853-7202
	Vendor No.: T29013770
	NV Business ID: NV20101198067
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 % Highway funds

Agency Reference #: 7893

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: **Roof Svcs**

5. Purpose of contract:

This is a new contract which provides professional roof services at the Department of Motor Vehicles, East Wing, Carson City, Nevada; SPWD project No. 11-S01H-1.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$29,500.00**

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 SPWD 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 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	09/14/2011 16:02:25 PM
Division Approval	dgrimm	09/14/2011 16:02:28 PM
Department Approval	dgrimm	09/14/2011 16:02:31 PM
Contract Manager Approval	dgrimm	09/14/2011 16:15:42 PM
Budget Analyst Approval	jrodrig9	09/15/2011 15:05:13 PM
Team Lead Approval	cwatson	09/22/2011 09:40:09 AM
BOE Agenda Approval	cwatson	09/22/2011 09:40:13 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 CONTRACT1. Contract Number: **12666**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **1590-23**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HYYTINEN, ROGER DBA**Contractor Name: **HYYTINEN, ROGER DBA**Address: **HYYTINEN ENGINEERING
5458 LONGLEY LN STE B**City/State/Zip: **RENO, NV 89511**

Contact/Phone: null775/826-3019

Vendor No.: T80814890

NV Business ID: NV20011048245

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 #: 7503

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2015**Contract term: **3 years and 273 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Svcs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the re-roofing of the Ely Conservation Camp; Project No. 09-S01(7a); Contract No. 7503.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,000.00**

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	09/12/2011 11:38:29 AM
Division Approval	dgrimm	09/12/2011 11:38:31 AM
Department Approval	dgrimm	09/12/2011 11:38:34 AM
Contract Manager Approval	dgrimm	09/12/2011 16:21:21 PM
Budget Analyst Approval	jrodrig9	09/14/2011 13:44:15 PM
Team Lead Approval	cwatson	09/20/2011 14:32:26 PM
BOE Agenda Approval	cwatson	09/20/2011 14:32:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12664**Agency Name: **STATE PUBLIC WORKS DIVISION**Agency Code: **082**Appropriation Unit: **All Budget Accounts - Category 00**Is budget authority available?: **Yes**If "No" please explain: **Not Applicable**Legal Entity Name: **NAFFA INTERNATIONAL INC**Contractor Name: **NAFFA INTERNATIONAL INC**Address: **7571 N REMINGTON AVE STE 101**City/State/Zip: **FRESNO, CA 93711**Contact/Phone: **null559/448-9839**Vendor No.: **T29007503**NV Business ID: **NV20111370940**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 %	<input checked="" type="checkbox"/> Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: **7533**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 273 days**4. Type of contract: **Contract**Contract description: **Plan Checking Svcs**

5. Purpose of contract:

This is a new contract to provide professional code plan checking services as required. Contract No. 7533

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**Other basis for payment: **Monthly progress payments on services provided.****II. JUSTIFICATION**

7. What conditions require that this work be done?

2011 CIP

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

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

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

Not 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:

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	09/12/2011 10:39:14 AM
Division Approval	dgrimm	09/12/2011 10:39:16 AM
Department Approval	dgrimm	09/12/2011 10:39:20 AM
Contract Manager Approval	dgrimm	09/12/2011 16:22:12 PM
Budget Analyst Approval	jrodrig9	09/14/2011 16:27:30 PM
Team Lead Approval	cwatson	09/16/2011 12:43:44 PM
BOE Agenda Approval	cwatson	09/16/2011 12:43:48 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12607**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: WESTERN TECHNOLOGIES INC
Agency Code: 082	Contractor Name: WESTERN TECHNOLOGIES INC
Appropriation Unit: All Budget Accounts - Category 00	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?	2012-2013

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % depends upon the project requiring this service

Agency Reference #: 6035

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

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: **Geo Invest Svcs**

5. Purpose of contract:

This is a new contract to provide Geotechnical Investigation Services as required.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Other basis for payment: Monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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

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

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

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

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

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

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	08/30/2011 14:13:02 PM
Division Approval	dgrimm	08/30/2011 14:13:05 PM
Department Approval	dgrimm	08/30/2011 14:13:08 PM
Contract Manager Approval	dgrimm	09/01/2011 09:56:25 AM
Budget Analyst Approval	jrodrig9	09/14/2011 13:52:54 PM
Team Lead Approval	cwatson	09/20/2011 14:42:14 PM
BOE Agenda Approval	cwatson	09/20/2011 14:42:20 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: **12629**

Agency Name: PURCHASING DIVISION Agency Code: 083 Appropriation Unit: 1362-10 Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2012-2013	Legal Entity Name: Reddy Ice Contractor Name: Las Vegas Ice and Cold Storage Address: 1201 Searles Avenue City/State/Zip: Las Vegas, NV 89121 Contact/Phone: Craig Call 702-649-8002 Vendor No.: NV Business ID: NV19981309070
---	--

What is the source of funds that will be used to 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	25.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	75.00 % Program funding.

Agency Reference #: **RFP 1919**

2. Contract start date:

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

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 242 days**

4. Type of contract: **Contract**

Contract description: **Cold Storage**

5. Purpose of contract:

This is a new contract to provide cold storage for USDA Foods for the Food Distribution Program in Las Vegas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

The State is responsible for ensuring that USDA food products are stored at the proper temperature common to the product.

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

The State Agency does not have refrigerated space in the Las Vegas Warehouse.

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 the only vendor to submit a proposal and meets the requirements of the RFP.

d. Last bid date: **08/05/2011** Anticipated re-bid date: **05/01/2015**

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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:

Reddy Ice uses the d.b.a. Las Vegas Ice and Cold Storage to distinguish the cold storage division of the business.

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

Yes

17. a. Is the legal entity active and in good standing with the Nevada 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	09/08/2011 11:25:59 AM
Division Approval	kperondi	09/08/2011 11:26:02 AM
Department Approval	kperondi	09/08/2011 11:26:39 AM
Contract Manager Approval	kgimlin	09/08/2011 12:16:51 PM
Budget Analyst Approval	csawaya	09/20/2011 11:58:39 AM
Team Lead Approval	kgimlin	09/20/2011 13:07:18 PM
BOE Agenda Approval	kgimlin	09/20/2011 13:07:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12581**

Agency Name: HEARINGS AND APPEALS DIVISION	Legal Entity Name: MIRIAM JIMENEZ
Agency Code: 089	Contractor Name: MIRIAM JIMENEZ
Appropriation Unit: 1015-04	Address: 4616 W SAHARA AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102
If "No" please explain: Not Applicable	Contact/Phone: null702-868-5842
	Vendor No.: T80953257

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 % ASSESSMENTS TO INSURERS

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: **Interpreter Contract**

5. Purpose of contract:

This is an new ongoing contract to provide interpretation services for administrative hearings.

6. NEW CONTRACT

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

Payment for services will be made at the rate of \$60.00 per HOUR (TWO HOUR MINIMUM)

Other basis for payment: \$120.00 CANCELLATION FEE FOR LESS THAN 24 HOURS NOTICE.

II. JUSTIFICATION

7. What conditions require that this work be done?

THE DIVISION IS REQUIRED BY STATUTE TO PROVIDE INTERPRETER SERVICES TO NON-ENGLISH SPEAKING INJURED WORKERS TO PROPERLY BE REPRESENTED AT HEARINGS.

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

THE STATE DOES NOT EMPLOY INTERPRETERS EXCEPT BY INDEPENDENT CONTRACT

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?

CONTRACTOR IS WILLING TO PROVIDE EXPERIENCED AND PROFESSIONAL INTERPRETATION SERVICES TO THE DIVISION.

d. Last bid date: 06/01/2011 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:

HEARINGS DIVISION AND DETR; BOTH HIGHLY SATISFIED.

13. Is the contractor currently involved in litigation with the State 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	jdagdaga	08/29/2011 07:40:15 AM
Division Approval	jdagdaga	09/20/2011 14:50:07 PM
Department Approval	jdagdaga	09/20/2011 14:50:17 PM
Contract Manager Approval	hhufstet	09/20/2011 14:50:48 PM
Budget Analyst Approval	leaston	09/22/2011 11:49:05 AM
Team Lead Approval	sday	09/23/2011 15:35:47 PM
BOE Agenda Approval	sday	09/23/2011 15:35:51 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: **12645**

Agency Name: **ENTERPRISE IT SERVICES**
 Agency Code: **180**
 Appropriation Unit: **1388-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BELLUOMINI, ALFRED JOHN**
 Contractor Name: **BELLUOMINI, ALFRED JOHN**
 Address: **NYE COUNTY SHERIFF DEPT
 341 E DOMINGO ST
 PAHRUMP, NV 89048**
 City/State/Zip: **PAHRUMP, NV 89048**
 Contact/Phone: null775/513-2660
 Vendor No.: T29011905
 NV Business ID: Not Applicable

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

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

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

Agency Reference #: 5510

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 10/2012

Retroactive? **Yes**

If "Yes", please explain

To ensure continous public safety communications remain uninterrupted between the expiration of the last contract (6/30/11) and the start of the new contract (July 1, 2011).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack space rental**

5. Purpose of contract:

This is a new revenue Interlocal contract for rack space in Nye County for Nye County Sheriff's Department

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,604.82**

Other basis for payment: FY12, \$11,880.18; FY13, \$12,724.64

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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:

Nye County Sheriff's Department is currently under contract 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: 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	dbaughn	09/08/2011 14:33:19 PM
Division Approval	capple	09/08/2011 14:39:32 PM
Department Approval	capple	09/08/2011 14:39:34 PM
Contract Manager Approval	bbohm	09/08/2011 16:20:52 PM
Budget Analyst Approval	jmurph1	09/14/2011 10:32:58 AM
Team Lead Approval	jmurph1	09/14/2011 10:33:02 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:38:35 AM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

September 7, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Intrastate Interlocal Contract with the Nye County Sheriff's Department

The attached Revenue Intrastate Interlocal Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5275** Amendment Number: **3**

Agency Name: **ENTERPRISE IT SERVICES** Legal Entity Name: **Diamond Solo, LLC**

Agency Code: **180** Contractor Name: **Diamond Solo, LLC**

Appropriation Unit: **1388-06** Address: **7885 Westwind Road**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89139**

If "No" please explain: Not Applicable Contact/Phone: **Darren C. Petersen 7757349393**

Vendor No.: **T29013315**

NV Business ID: **nv20061422995**

To what State Fiscal Year(s) will the contract be charged? **2004-2016**

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 % Network Transport 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 **01/13/2004**

Anticipated BOE meeting date 10/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **01/12/2012**Contract term: **12 years and 2 days**

4. Type of contract:

Contract description: **Rental or Lease Agreements**

5. Purpose of contract:

This is the third amendment to the original contract, which provides for DoIT communications services at Apex Peak. This amendment extends the contract termination date from January 12, 2012 to January 12, 2016 and increases the maximum amount due from \$68,641.36 to \$107,043.55 due to the need to have public safety communications continue at Apex Peak.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$31,200.00
2. Total amount of any previous contract amendments:	\$37,441.36
3. Amount of current contract amendment:	\$38,402.19
4. New maximum contract amount:	\$107,043.55
and/or the termination date of the original contract has changed to:	01/12/2016

II. JUSTIFICATION

7. What conditions require that this work be done?

This site houses the DoIT Microwave system as well as one of our Towers and it provides communications for public safety and other network connections.

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

This is a lease agreement

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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:

DoIT has had a lease with Diamond Solo for this same property since 2004 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	dbaughn	08/24/2011 12:33:23 PM
Division Approval	capple	08/30/2011 07:36:20 AM
Department Approval	capple	08/30/2011 07:36:24 AM
Contract Manager Approval	bbohm	08/30/2011 08:54:58 AM
Budget Analyst Approval	jmurph1	09/15/2011 15:09:34 PM
Team Lead Approval	jmurph1	09/15/2011 15:09:37 PM
BOE Agenda Approval	jmurph1	09/15/2011 15:09:42 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: **12584**Agency Name: **ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1388-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Federal Aviation Administration

Contractor Name: **Federal Aviation Administration**Address: **P.O. Box 92007**City/State/Zip: **Los Angeles, CA 90009-2007**

Contact/Phone: Tamika Crawford 310-725-7584

Vendor No.:

NV Business ID: N/A

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 % Revenue

Agency Reference #: 5462

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 10/2012

Retroactive? **Yes**

If "Yes", please explain

To ensure continous public communications remain uninterrupted between the expiration of the last contract (June 30, 2011) and the start of this new contract (July 1, 2011).3. Termination Date: **06/30/2015**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **Rack Rental lease**

5. Purpose of contract:

This is a new Intrastate Interlocal Revenue contract to provide 6 rack spaces at Mount Brock in Nye County for the Federal Aviation Administration (FAA).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$47,676.48**

Other basis for payment: FY12, 6 x \$1,846.69 = \$11080.14; FY13, 6 x \$2,033.13 = \$12,198.78; FY14, 6 x \$2,033.13 = 12,198.78; FY15, 6 x \$2,033.13 = \$12,198.78

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a revenue generating contract

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

This is a revenue generating contract

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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 FAA has been under revenue contract with DoIT since 2008 with satisfactory services

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

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

Not Applicable

14. The contractor is 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	dbaughn	08/29/2011 16:28:54 PM
Division Approval	capple	09/06/2011 07:14:09 AM
Department Approval	capple	09/06/2011 07:14:13 AM
Contract Manager Approval	bbohm	09/06/2011 09:12:16 AM
Budget Analyst Approval	jmurph1	09/14/2011 10:45:34 AM
Team Lead Approval	jmurph1	09/14/2011 10:45:39 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:45:44 AM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

August 24, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Intrastate Interlocal Contract with the Federal Aviation Administration (FAA)

The attached Revenue Intrastate Interlocal Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12630**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: HIGH SIERRA COMMUNICATIONS INC
Agency Code: 180	Contractor Name: HIGH SIERRA COMMUNICATIONS INC
Appropriation Unit: 1388-06	Address: 1032 DUCK HILL RD
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89704-9317
If "No" please explain: Not Applicable	Contact/Phone: Dave Metts 775/841-1200
	Vendor No.: PUR0002664A
	NV Business ID: NV19821009100
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 % Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **5506**

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 **10/2012**

Retroactive? **Yes**

If "Yes", please explain

To ensure continued public communications remain uninterrupted between the expiration of the last contract (June 30, 2011) and the start of this new contract (July 1, 2011).

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Rack Space rental**

5. Purpose of contract:

This is a new contract to provide DoIT with rack space, transmitters, and dishes at Fencemaker Peak in Pershing County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$103,978.08**

Other basis for payment: FY12, \$25,994.52; FY13, \$25,994.52; FY14, \$25,994.52; FY15, \$25,994.52

II. JUSTIFICATION

7. What conditions require that this work be done?

DoIT must provide public commincations equipment at this site for Statewide connectivity.

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

DoIT no longer has a microwave site at this location and High Sierra is the only entity available to provide what we need at this site.

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 #: 110411

Approval Date: 04/21/2011

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

Not Applicable

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:

Our recently expired contract was with High Sierra for like services and 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	dbaughn	09/07/2011 15:15:12 PM
Division Approval	capple	09/08/2011 06:04:21 AM
Department Approval	capple	09/08/2011 06:04:25 AM
Contract Manager Approval	bbohms	09/08/2011 16:04:48 PM
Budget Analyst Approval	jmurph1	09/15/2011 15:16:06 PM
Team Lead Approval	jmurph1	09/15/2011 15:16:10 PM
BOE Agenda Approval	jmurph1	09/15/2011 15:16:14 PM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

September 8, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Contract with High Sierra Communications, Inc.

The attached Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure public safety and the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm



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:
110411

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 (DoIT)
Pat Sheehan, (775) 684-5854, psheehan@doit.nv.gov
Ben Bohm, (775) 684-5859, bnbohm@doit.nv.gov
- b. Vendor contact information:
High Sierra Communications, Inc. David Metts Phone: (775) 841-1200
dmetts@hdiss.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:
Provide use of building and tower space for State Microwave equipment at Fencemaker Peak.
3. Describe the unique qualification required for the service or good to be purchased:
Vendor currently has the only commercially available structure in place at this site.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
DoIT must have microwave equipment at Fencemaker Peak. The State does not have a building at this location and it is not cost effective for DoIT to build and maintain a structure to house the equipment at this site.
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 consequences would be a detrimental to Public Safety Communications throughout the State if we were not to have a Microwave presence at this site.
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.
High Sierra is the only entity with space for us to utilize at this mountain top. There is no other competition for this service at Fencemaker Peak.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We had the prior 4 year contract with High Sierra for this site and the costs being submitted for the next 4 year contract for this new solicitation is right in line with no increase to the State.
8. What is the estimated value and length of the contract, amendment or request?
Four (4) years with a cost of \$25,994.52 annually for leased space.
 - a. New contract Y N

{provide copy of previous waiver(s)}

Department of Information Technology hereby requests approval for High Sierra Communications, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Patrick Sheehan</i>	4/14/11
Agency Representative Initiating Request	Date
X <i>Dick [Signature]</i>	4/14/2011
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	
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>	4-21-11
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: **12633**

Agency Name: **ENTERPRISE IT SERVICES**
 Agency Code: **180**
 Appropriation Unit: **1388-06**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **HIGH SIERRA COMMUNICATIONS INC**
 Contractor Name: **HIGH SIERRA COMMUNICATIONS INC**
 Address: **1032 DUCK HILL RD**
 City/State/Zip: **CARSON CITY, NV 89704-9317**
 Contact/Phone: **Dave Metts 775/841-1200**
 Vendor No.: **PUR0002664A**
 NV Business ID: **NV19821009100**

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 % Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **5507**

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 **10/2012**

Retroactive? **Yes**

If "Yes", please explain

To ensure continued public communications remain uninterrupted between the expiration of the last contract (June 30, 2011) and the start of this new contract (July 1, 2011).

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Rack Space rental**

5. Purpose of contract:

This is a new contract to provide DoIT with rack space, antennae and dishes at Toulon Peak in Pershing County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$150,422.40**

Other basis for payment: FY12, \$37,605.60; FY13, \$37,605.60; FY14, \$37,605.60; FY15, \$37,605.60

II. JUSTIFICATION

7. What conditions require that this work be done?

DoIT must provide public communications equipment at this site for Statewide connectivity.

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

DoIT no longer has a microwave site at this location and High Sierra is the only entity available to provide what we need at this site.

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 #: 110409

Approval Date: 04/21/2011

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

Not Applicable

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:

Our recently expired contract was with High Sierra for like services and 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	dbaughn	09/07/2011 15:15:44 PM
Division Approval	capple	09/08/2011 06:06:14 AM
Department Approval	capple	09/08/2011 06:06:18 AM
Contract Manager Approval	bbohms	09/08/2011 16:09:26 PM
Budget Analyst Approval	jmurph1	09/15/2011 15:21:10 PM
Team Lead Approval	jmurph1	09/15/2011 15:21:14 PM
BOE Agenda Approval	jmurph1	09/15/2011 15:21:17 PM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

September 8, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Contract with High Sierra Communications, Inc.

The attached Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure public safety and the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm



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:
110409

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 (DoIT)
Pat Sheehan, (775) 684-5854, psheehan@doit.nv.gov
Ben Bohm, (775) 684-5859, bnbohm@doit.nv.gov
- b. Vendor contact information:
High Sierra Communications, Inc. David Metts Phone: (775) 841-1200
dmetts@hdiss.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:
Provide use of building and tower space for State Microwave equipment at Toulon Peak.
3. Describe the unique qualification required for the service or good to be purchased:
Vendor currently has the only commercially available structure in place at this site.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
DoIT must have microwave equipment at Toulon Peak. The State does not have a building at this location and it is not cost effective for DoIT to build and maintain a structure to house the equipment at this site.
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 consequences would be a detrimental to Public Safety Communications throughout the State if we were not to have a Microwave presence at this site.
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.
High Sierra is the only entity with space for us to utilize at this mountain top. There is no other competition for this service at Toulon Peak.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We had the prior 4 year contract with High Sierra for this site and the costs being submitted for the next 4 year contract for this new solicitation is right in line with no increase to the State.
8. What is the estimated value and length of the contract, amendment or request?
Four (4) years with a cost of \$37,605.60 annually for leased space.
 - a. New contract Y N

{provide copy of previous waiver(s)}

Department of Information Technology hereby requests approval for High Sierra Communications, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Patrick Sherman</i>	4-14-11
Agency Representative Initiating Request	Date
X <i>Dail Antepu</i>	4/14/2011
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	
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>	4-21-11
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: **12636**Agency Name: **ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1388-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HIGH SIERRA COMMUNICATIONS INC**Contractor Name: **HIGH SIERRA COMMUNICATIONS INC**Address: **1032 DUCK HILL RD**City/State/Zip: **CARSON CITY, NV 89704-9317**Contact/Phone: **Dave Metts 775/841-1200**Vendor No.: **PUR0002664A**NV Business ID: **NV19821009100**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 % Fees**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: **5508**

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 **10/2012**Retroactive? **Yes**

If "Yes", please explain

To ensure continued public communications remain uninterrupted between the expiration of the last contract (June 30, 2011) and the start of this new contract (July 1, 2011).3. Termination Date: **06/30/2015**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Rack Space rental**

5. Purpose of contract:

This is a new contract to provide DoIT with rack space, transmitters and dishes at Peavine Peak in Washoe County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$59,228.64**

Other basis for payment: FY12, \$14,807.16; FY13, \$14,807.16; FY14, \$14,807.16; FY15, \$14,807.16

II. JUSTIFICATION

7. What conditions require that this work be done?

DoIT must provide public communications equipment at this site for Statewide connectivity

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

DoIT no longer has a microwave site at this location and High Sierra is the only entity available to provide what we need at this site.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 #: 110410

Approval Date: 04/21/2011

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

Not Applicable

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:

Our recently expired contract was with High Sierra for like services and 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	dbaughn	09/07/2011 15:14:18 PM
Division Approval	capple	09/08/2011 06:00:38 AM
Department Approval	capple	09/08/2011 06:00:42 AM
Contract Manager Approval	bbohms	09/08/2011 16:14:19 PM
Budget Analyst Approval	jmurph1	09/15/2011 15:37:02 PM
Team Lead Approval	jmurph1	09/15/2011 15:37:05 PM
BOE Agenda Approval	jmurph1	09/15/2011 15:37:10 PM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

September 8, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Contract with High Sierra Communications, Inc.

The attached Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure public safety and the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm



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:
110410

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 (DoIT)
Pat Sheehan, (775) 684-5854, psheehan@doit.nv.gov
Ben Bohm, (775) 684-5859, bnbohm@doit.nv.gov
- b. Vendor contact information:
High Sierra Communications, Inc. David Metts Phone: (775) 841-1200
dmetts@hdiss.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:
Provide use of building and tower space for State Microwave equipment at Peavine Peak.
3. Describe the unique qualification required for the service or good to be purchased:
Vendor currently has the only commercially available structure in place at this site.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
DoIT must have microwave equipment at Peavine Peak. The State does not have a building at this location and it is not cost effective for DoIT to build and maintain a structure to house the equipment at this site.
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 consequences would be a detrimental to Public Safety Communications throughout the State if we were not to have a Microwave presence at this site.
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.
High Sierra is the only entity with space for us to utilize at this mountain top. There is no other competition for this service at Peavine Peak.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We had the prior 4 year contract with High Sierra for this site and the costs being submitted for the next 4 year contract for this new solicitation is right in line with no increase to the State.
8. What is the estimated value and length of the contract, amendment or request?
Four (4) years with a cost of \$14,807.16 annually for leased space.
 - a. New contract Y N
 - b. Amendment Y N Amendment No. _____

Department of Information Technology hereby requests approval for High Sierra Communications, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Patrick Muehan</i>	4-14-11
Agency Representative Initiating Request	Date
X <i>Dan Yntema</i>	4/14/2011
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	
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>Aus Smith</i>	4-21-11
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: **12561**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: NYE, COUNTY OF
Agency Code: 180	Contractor Name: NYE, COUNTY OF
Appropriation Unit: 1388-00	Address: NYE COUNTY SHERIFFS OFFICE
Is budget authority available?: Yes	1520 E BASIN AVE STE 102
If "No" please explain: Not Applicable	City/State/Zip: PAHRUMP, NV 89060
	Contact/Phone: Lt. Jack Hennigan 775/751-7015
	Vendor No.: T80044560AF
	NV Business ID: Not Applicable
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

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

Agency Reference #: 5496

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 10/2012

Retroactive? **Yes**

If "Yes", please explain

To ensure continous public safety communications remain uninterrupted between the expiration of the last contract (June 30, 2011) and the start of the new contract (July 1, 2011).

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Rental**

5. Purpose of contract:

This is a new Intrastate Interlocal Revenue Contract to provide 15 rack spaces to the Nye County Sheriff's Office within Nye and Esmeralda Counties.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,197.30**

Other basis for payment: FY12, 15 x \$1,846.69 = \$27,700.35; FY13, 15 x \$2,033.13 = \$30,496.95

II. JUSTIFICATION

7. What conditions require that this work be done?

Revenue Contract

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

Revenue Contract

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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:

Nye County Sheriff's Office has been under this same type of contract with DoIT for many years 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: 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	dbaughn	08/17/2011 08:47:10 AM
Division Approval	capple	08/22/2011 13:33:18 PM
Department Approval	capple	08/22/2011 13:33:23 PM
Contract Manager Approval	bbohm	08/23/2011 08:54:28 AM
Budget Analyst Approval	jmurph1	09/14/2011 10:40:13 AM
Team Lead Approval	jmurph1	09/14/2011 10:40:16 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:40:21 AM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

August 12, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: to request the BOE retroactively approve the attached Intrastate Interlocal Contract with the Nye County Sheriff's Office

The attached Revenue Intrastate Interlocal Contract has been submitted for the BOE's approval. Due to the expiration date of the current contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of this contract is met, we are asking the Board of Examiners to retroactively approve this contract to July 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12616**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: Ormat Nevada
Agency Code: 180	Contractor Name: Ormat Nevada
Appropriation Unit: 1388-00	Address: 6225 Neil Road, Suite 300
Is budget authority available?: Yes	City/State/Zip: Reno , NV 89511
If "No" please explain: Not Applicable	Contact/Phone: Connie Stechman 775-356-9029
	Vendor No.:
	NV Business ID: NV19921016142
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 #: 5504

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2011**

Anticipated BOE meeting date 10/2012

Retroactive? **Yes**

If "Yes", please explain

This revenue contract must have a start date of 9/1/2011 in order to collect revenue for use of space and circuits at Toulon Peak.

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

Contract term: **1 year and 303 days**

4. Type of contract: **Revenue Contract**

Contract description: **Rack Space Lease**

5. Purpose of contract:

This is a new Revenue lease contract for providing rack space and DS1 circuits for Ormat Nevada at Toulon Peak.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$64,449.60**

Other basis for payment: FY12, 1 x \$1,846.69 + 5 x \$583.78 (prorated at 10 months) = \$26,057.67; FY13, 1 x \$2,033.13 + 5 x \$605.98 = \$38,391.93

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a Revenue contract

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

This is a Revenue contract

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not Applicable

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbaughn	09/07/2011 11:34:46 AM
Division Approval	capple	09/08/2011 10:47:30 AM
Department Approval	capple	09/08/2011 10:47:33 AM
Contract Manager Approval	bbohm	09/08/2011 12:16:26 PM
Budget Analyst Approval	jmurph1	09/14/2011 10:37:47 AM
Team Lead Approval	jmurph1	09/14/2011 10:37:50 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:38:21 AM
BOE Final Approval	Pending	



DEPARTMENT OF INFORMATION TECHNOLOGY
400 W. King Street, Suite 300
Carson City, Nevada 89703-4204
(775) 684-5800

September 8, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Dept of Information Technology, Communications Contract Manager

Purpose: **to request the BOE retroactively approve the attached Revenue Lease agreement with Ormat Nevada**

The attached Revenue Lease agreement has been submitted for the BOE's approval. Due to the necessity of continued public communications coverage, we are asking the Board of Examiners to retroactively approve this contract to September 1, 2011.

I appreciate your time and assistance. Should you have questions please call me at (775) 684-5859 or email to bnbohm@doit.nv.gov.

Sincerely, Ben Bohm

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12596**

Agency Name: DEPARTMENT OF EDUCATION	Legal Entity Name: Ann Petrie
Agency Code: 300	Contractor Name: Ann Petrie
Appropriation Unit: 2691-21	Address: 409 Groft Way
Is budget authority available?: Yes	City/State/Zip: Henderson, NV 89015
If "No" please explain: Not Applicable	Contact/Phone: null702-558-7864
	Vendor No.: Pending
	NV Business ID: NV2011500794
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 %

Agency Reference #: 300

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2013**

Contract term: **2 years and 21 days**

4. Type of contract: **Contract**

Contract description: **CACFP Childcare Well**

5. Purpose of contract:

This is a new contract to provide professional development, coordination, technical assistance and monitoring for the USDA Child and Adult Care Food Program Childcare Wellness Grant.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$96,000.00**

Payment for services will be made at the rate of \$32.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA/CACFP Childcare Wellness Grant objectives must be completed within a (2) two year period due to workload issues a project manager is needed to complete this grant.

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

The grant is additional workload assignment and due to workload issues grant activities could not be completed in the time period required. Other state agencies do not meet the requirements of the grant.

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?

Ann Petrie was the only proposal received and the evaluation show that Ann Petrie is qualify to perform the service.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	08/30/2011 10:35:34 AM
Division Approval	amccalla	08/30/2011 10:35:37 AM
Department Approval	amccalla	08/30/2011 10:35:40 AM
Contract Manager Approval	ebarraga	08/30/2011 11:08:34 AM
Budget Analyst Approval	sbrown	09/12/2011 15:40:32 PM
Team Lead Approval	cwatson	09/16/2011 08:28:07 AM
BOE Agenda Approval	cwatson	09/16/2011 08:28:10 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12667**

Agency Name: DEPARTMENT OF EDUCATION	Legal Entity Name: SCANTRON CORPORATION HARLAND TECHNOLOGY SERVICES
Agency Code: 300	Contractor Name: SCANTRON CORPORATION HARLAND TECHNOLOGY SERVICES
Appropriation Unit: 2697-19	Address: PO BOX 93038
Is budget authority available?: Yes	City/State/Zip: CHICAGO, IL 60673-3038
If "No" please explain: Not Applicable	Contact/Phone: null800 735 2566
	Vendor No.: PUR0000745A
	NV Business ID: Pending

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

<input checked="" type="checkbox"/> General Funds	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 **09/19/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **Yes**

If "Yes", please explain

In the past a contract was not processed prior to ordering the writing assessments documents. It was determined that a contract is needed prior to ordering the documents. The short notice to finalize the contract has made this contract retroactive. The order to Scantron Corporation is due by September 19, 2011 so that they can barcode and distribute documents to the school district's by October 19, 2011 to distribute for November 2, 2011 test date.

3. Termination Date: **06/30/2014**Contract term: **2 years and 285 days**4. Type of contract: **Contract**Contract description: **HSPE Answer Document**

5. Purpose of contract:

This is a new contract for state mandated writing assessments, for grades 11, 12 and adults to include the design alterations, printing, overprinting of barcodes, and digital print and programming changes necessary to scan/read documents for each assessment at each grade level. The vendor will also prepare reader/scorer data documents and provide answer documents to school districts throughout Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,448.03**

Other basis for payment: Payment upon proper invoicing as work is completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 389.015, Sec. 6 mandates to administer the High School Proficiency Exam. The answer documents are required for administering the exam.

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 equipment to create and process the answer documents. The maintenance contract for the 5000i scanner/image with Harland Technologies specifically states that it will be null and void should Nevada Department of Education have a problem due to services and/or support of operation systems of non-Harland Technology Services software, hardware, or forms.

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 #: 110901

Approval Date: 09/06/2011

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

Scantron/Harland Technology Services has sole ownership of the production and maintenance of the 5000i scanner/imager which the Nevada Department of Education owns and uses to scan writing assessment documents. Nevada Department of Education currently contracts with Harland for the maintenance on the 5000i scanner/imager. As a part of the Harland Technical Services, Scantron has sole propriety on the entire printing production, including paper and ink, of the documents this machine is guaranteed to scan correctly and accurately.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

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.

Application for a Nevada business license has been file with the Nevada Scretary of State's Office, is pending approval.

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	09/12/2011 16:30:16 PM
Division Approval	amccalla	09/12/2011 16:30:18 PM
Department Approval	amccalla	09/12/2011 16:30:21 PM
Contract Manager Approval	ebarraga	09/13/2011 08:04:22 AM

Budget Analyst Approval	sbrown	09/16/2011 09:47:46 AM
Team Lead Approval	cwatson	09/20/2011 14:45:30 PM
BOE Agenda Approval	cwatson	09/20/2011 14:45:34 PM
BOE Final Approval	Pending	

KEITH W. RHEAULT
Superintendent of
Public Instruction

STATE OF NEVADA



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

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

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

GREG T. WEYLAND
Deputy Superintendent
Administrative and
Fiscal Services

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

August 30, 2011

MEMORANDUM

TO: Jeff Mohlenkamp
Clerk of the Board of Examiners

FROM: Nancy Martineau *(signature)*
Administrative Assistant III
Nevada Department of Education/APAC

SUBJECT: Contract with Scantron Corporation

The Nevada Department of Education (NDE) is requesting approval of the contract with Scantron Corporation submitted for consideration at the Board of Examiners contract meeting October 11, 2011 to be retroactive from September 19, 2011. The contract is for answer documents for school year 2011-2012 for grades 11, 12 and Adult state mandated writing assessment. The Scope of Work includes design alterations, printing, overprinting of barcodes and digital print and programming changes necessary to scan/read for each assessment of each grade and prepare reader/scorer data documents.

The High School Proficiency Exam (HSPE) for Writing as mandated by NRS 389.015, Sec. 6, will begin November 2, 2011. In order to be ready for the fall 2011 test administration, NDE is required to send an order to Scantron Corporation by September 19, 2011 so that they can barcode documents by October 5, 2011. The school district's need to receive the documents by October 19, 2011 to distribute for the November 2, 2011 test date.

As our certified contract manager for our office with the Nevada Department of Education, I was asked to prepare a new Solicitation Waiver Request for Scantron Corporation. During this process I discovered there is no contact in place for Scantron Corporation. In the past the Writing Program has only completed a Solicitation Waiver Request. Going forward the correct process for contract approval will be completed as required.



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:

110901

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:

Beverly Mudd
Education Program Professional
Nevada Department of Education
700 East Fifth Street
Carson City, Nevada 89701
(775) 687-9211 * bmudd@doe.nv.gov

- b. Vendor contact information:

Scantron Corporation
Attn: Richard Villasenor
P.O. Box 93038
Chicago, Illinois 60673-3038
(800) 735-2566 * Richard_villasenor@scantron.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:

Answer documents for grades 11, 12, and Adult state mandated writing assessments to include the design alterations, printing, overprinting of barcodes, and digital print and programming changes necessary to scan/read documents for each assessment at each grade level.

Prepare reader/scorer data documents.

After the initial shipments of blank document to various locations in Nevada, barcoded answer documents are then shipped to school districts throughout Nevada at least two weeks prior to each test administration.

Costs include perforating, folding, sorting, alphabetizing, and shrink-wrapping documents per individual school for each district and then shipping documents to each district.

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

Nevada Department of Education (NDE) owns the 5000i scanner/imager used to scan writing assessment answer documents. Answer documents, hand-bubbled or barcoded, which are used with the 5000i scanning/imaging system, must be guaranteed to be read rapidly and accurately. NRS mandates timelines to which the proficiency assessment program must adhere, and this involves returning writing test scores to schools and districts as quickly as possible.

There can be no difficulties nor additional personnel time or costs incurred because answer documents are not accurately and easily scanned, read, stored, and interpreted.

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

Scantron/Harland Technology Services has sole ownership of the production and maintenance of the 5000i scanner/imager which the Nevada Department of Education owns and uses to scan writing assessment documents. Nevada Department of Education currently contracts with Harland for the maintenance on the 5000i scanner/imager. As a part of Harland TS, Scantron has sole propriety of the entire printing production, including paper and ink, of the documents this machine is guaranteed to scan correctly and accurately.

Harland will guarantee accurate and reliable scanning and imaging of Scantron's documents produced specifically for use with the 5000i system. Scantron insures these documents meet the exact paper, ink, and registration specifications required for use with the 5000i. Additionally, they will replace their documents should they be damaged by the 5000i scanner/imager or if they cannot be read and interpreted by the scanner.

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:

A direct consequence would be that the Nevada Department of Education will not have answer documents for writing assessment for the upcoming testing season, running from October through July as NRS mandated.

The maintenance contract with Harland Technology specifically states that it will be null and void should the Nevada Department of Education have a problem due to services and/or support of operating systems of non-Harland Technology Services software, hardware, or forms

Mismatched components of the scanning/imaging system could seriously jeopardize the integrity of the scoring data.

The cost could potentially be greater by not using the documents specifically created for use with the 5000i: repairs to the scanner, wasted personnel time, possible lateness of score 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.

No search was conducted for other vendors to print and overprint answer documents and reader/scorer documents. Because the Nevada Department of Education owns the 5000i scanning system, now solely acquired, manufactured, and maintained by Harland TS, it is necessary to use Scantron's documents specifically created for use with the 5000i scanning/imaging system.

There are other companies that supply answer documents and/or barcoded labels for use on documents, however, barcode labels produced by another company as an alternative could potentially be skewed or misaligned thus slowing scanning. These labels could also create jamming problems and/or damage the scanner, which would make Harland Technology maintenance contract null and void.

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

Considering that everything to accommodate Nevada Department of Education assessment requirements for writing documents from production to shipping to various locations in Nevada is included in these prices and compared to current costs, these costs are reasonable.

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

11th Grade 2011 – 2012 = \$9,804.78
12th Grade 2011 – 2012 = \$7,785.25
11th Grade 2012 – 2013 = \$11,265.33
12th Grade 2012 – 2013 = \$8,887.05
11th Grade 2012 – 2014 = \$11,265.33
12th Grade 2012 – 2014 = \$8,887.05
NV Reader Data Sheet 2011 – 2012 = \$885.96
NV Reader Data Sheet 2012 – 2013 = \$968.64
NV Reader Data Sheet 2013 – 2014 = \$968.64

No greater than \$60,448.03 for three years from 2011 – 2012, 2012 – 2013, 2013 – 2014.

a. New contract Y N

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

Nevada Department of Education
Requesting agency

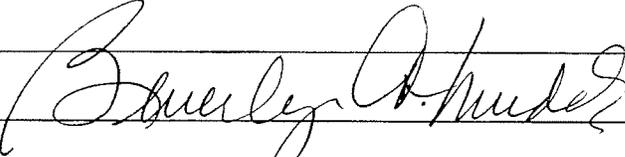
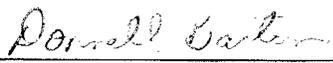
hereby requests approval for

Scantron Corporation
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		8/25/11
	Agency Representative Initiating Request - Beverly Mudd	Date
X		8/29/11
	Agency Head Authorizing Request Dr. Keith Rheault, Superintendent of Public Instruction	Date

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

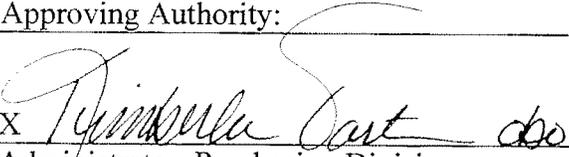
Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X		9/6/11
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12677** Amendment Number: **1**

Agency Name: **MUSEUMS AND HISTORY DIVISION** Legal Entity Name: **LAS VEGAS VALLEY WATER**

Agency Code: **331** Contractor Name: **LAS VEGAS VALLEY WATER**

Appropriation Unit: **2943-00** Address: **DISTRICT**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89153-0001**

If "No" please explain: Not Applicable Contact/Phone: null702/258-3965

Vendor No.: T11944800

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.

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

Agency Reference #: 050510

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2010**

Anticipated BOE meeting date 10/2011

Retrospective? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **3 years and 30 days**4. Type of contract: **Cooperative Agreement**Contract description: **LVVWD JOA**

5. Purpose of contract:

This is the first amendment to the original cooperative agreement, which combines the resources of the State of Nevada's new museum (State) and the Las Vegas Valley Water District's (LVVWD) "eco-island" at the Springs Preserve for a shared community cultural experience; identifies support the two parties can provide each other; and coordinates operating hours, parking, marketing and ticket sales. This amendment provides for the LVVWD to reimburse the State 10% of revenue received from each adult general admission ticket sold with a guaranteed annual prepayment of \$53,172 in fiscal years 2012 and 2013. The LVVWD also agrees to provide the State the following: 1) Two temporary museum attendants at 32 hours/week/person; 2) Four volunteers; 3) Coordination of educational activities; 4) Marketing and advertising; and 5) General ticketing services. The State will provide the LVVWD with between 900 and 2,500 square feet of climate controlled storage space.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$0.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$106,344.00
4. New maximum contract amount:	\$106,344.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The combining of State and Las Vegas Valley Water District (LVVWD) resources at the Springs Preserve is a historic partnership which will benefit both the State Museum and LVVWD "eco-island" and enhance the success of both facilities.

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

State employees are participating in this partnership but the LVVWD will contribute additional resources above what the State contributes.

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	mcost1	09/16/2011 13:37:55 PM
Division Approval	mcost1	09/16/2011 13:38:03 PM
Department Approval	mcost1	09/16/2011 13:38:08 PM
Contract Manager Approval	mcost1	09/16/2011 13:38:12 PM
Budget Analyst Approval	knielsen	09/22/2011 09:01:29 AM
Team Lead Approval	cwatson	09/22/2011 09:50:01 AM
BOE Agenda Approval	cwatson	09/22/2011 09:50:07 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6978** Amendment Number: **1**

Legal Entity Name: **H Mark Evans, Ph D**

Agency Name: **HEALTH CARE FINANCING & POLICY** Contractor Name: **H Mark Evans, Ph D**

Agency Code: **403** Address: **PO Box 11071**

Appropriation Unit: **3158-04** City/State/Zip: **Reno, NV 89510**

Is budget authority available?: **Yes** Contact/Phone: **null7757428550**

If "No" please explain: **Not Applicable** Vendor No.: **T80859830**

NV Business ID: **NV20101646552**

To what State Fiscal Year(s) will the contract be charged? **2009-2014**

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	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 **01/13/2009**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2013**

Contract term: **4 years and 353 days**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the first amendment to the original contract to provide incapacity and disability adjudication decisions and other recommendations necessary for the operation of the Medicaid program. This amendment increases maximum contract authority from \$37,000.00 to \$62,000.00 due to an increase in case load.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$37,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$25,000.00
4.	New maximum contract amount:	\$62,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal regulations require an independent physician to make determinations for certain Medicaid medical procedures (i.e. 42 CFR 435.540 and 435.541).

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

The agency does not have need for physician positions to perform determinations full-time.

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

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This contractor received the highest score by the evaluation committee.

d. Last bid date: 09/01/2008 Anticipated re-bid date: 09/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This is an amendment to an existing contract. Performance has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	llamborn	09/01/2011 15:40:06 PM
Division Approval	llamborn	09/01/2011 15:40:09 PM
Department Approval	mtorvine	09/08/2011 10:52:54 AM
Contract Manager Approval	dkingsle	09/08/2011 15:50:46 PM
Budget Analyst Approval	nhovden	09/12/2011 14:00:02 PM
Team Lead Approval	jteska	09/21/2011 14:09:59 PM
BOE Agenda Approval	jteska	09/21/2011 14:10:03 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12593**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Elko County
Agency Code: 403	Contractor Name: Elko County
Appropriation Unit: 3243-00	Address: Elko County Courthouse 571 Idaho Street
Is budget authority available?: Yes	City/State/Zip: Elko, NV 89801
If "No" please explain: Not Applicable	Contact/Phone: Jerilyn Underwood 775-738-4375
	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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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

This contract is retroactive due to a delay in negotiations that could not take place until after the passage of SB 485 in June, 2011. Since the prior contract expired June 30, 2011, this contract is retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **County Match**

5. Purpose of contract:

This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,025,703.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 had similar contracts with the county to facilitate the county match program since 1989.

13. Is the contractor currently involved in litigation with the State 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	09/01/2011 15:32:46 PM
Division Approval	llamborn	09/01/2011 15:32:51 PM
Department Approval	mtorvine	09/08/2011 13:34:52 PM
Contract Manager Approval	dkingsle	09/08/2011 15:51:19 PM
Budget Analyst Approval	nhovden	09/16/2011 08:56:52 AM
Team Lead Approval	jteska	09/21/2011 14:08:06 PM
BOE Agenda Approval	jteska	09/21/2011 14:08:12 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 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

August 31, 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 Kingsley, Management Analyst III 
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Elko County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Elko County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the passage of SB 485 in June, 2011 resulting in a delay in finalizing the contract. Since the prior contract expired June 30, 2011, this contract must be retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward.

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: **12595**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Humboldt County
Agency Code: 403	Contractor Name: Humboldt County
Appropriation Unit: 3243-00	Address: Humboldt County Indigent Srvcs 50 W. 5th Street
Is budget authority available?: Yes	City/State/Zip: Winnemucca, NV 89445
If "No" please explain: Not Applicable	Contact/Phone: Tami Rae Spero 775-623-6343
	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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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

This contract is retroactive due to a delay in negotiations that could not take place until after the passage of SB 485 in June, 2011. Since the prior contract expired June 30, 2011, this contract is retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **County Match**

5. Purpose of contract:

This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$524,164.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 428.010, counties are required to provide care, support, and relief to the poor, indigent, incompetent and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 had similar contracts with the county to facilitate the county match program since 1989.

13. Is the contractor currently involved in litigation with the State 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	09/01/2011 15:38:11 PM
Division Approval	llamborn	09/01/2011 15:38:15 PM
Department Approval	mtorvine	09/08/2011 13:32:48 PM
Contract Manager Approval	dkingsle	09/08/2011 15:50:14 PM
Budget Analyst Approval	nhovden	09/16/2011 08:53:05 AM
Team Lead Approval	jteska	09/21/2011 13:54:15 PM
BOE Agenda Approval	jteska	09/21/2011 13:54:19 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 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

August 31, 2011

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator *CDuarte*
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III *Dorrie A. Kingsley*
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Humboldt County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Humboldt County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the passage of SB 485 in June, 2011 resulting in a delay in finalizing the contract. Since the prior contract expired June 30, 2011, this contract must be retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward continuity of services provided by the county and payments by the State.

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: **12594**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Lyon County
Agency Code:	403	Contractor Name:	Lyon County
Appropriation Unit:	3243-00	Address:	Lyon County Human Services PO Box 1141
Is budget authority available?:	Yes	City/State/Zip:	Silver Springs, NV 89429
If "No" please explain:	Not Applicable	Contact/Phone:	Edrie LaVoie 775-577-5009
		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.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County provides non-federal share

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

This contract is retroactive due to a delay in negotiations that could not take place until after the passage of SB 485 in June, 2011. Since the prior contract expired June 30, 2011, this contract is retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **County Match**

5. Purpose of contract:

This is a new Interlocal agreement for the Division of Health Care Financing and Policy (DHCFP) and the Division of Welfare and Supportive Services (DWSS) to provide the administrative services necessary to operate the Medicaid County Match program. The Counties provide the non-federal share to DHCFP for medical and Medicaid administrative services. Pursuant to NRS 428.010, counties are required to provide medical care to indigent persons who reside in the county. The County Match program provides federal matching funds for indigent long-term care costs, when the indigent is Medicaid eligible.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,817,606.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

Pursuant to NRS 428.010 counties are required to provide care, support, and relief to the poor, indigent, incompetent, and incapacitated persons who lawfully reside in the county and are not supported by other means. The county match program provides fiscal relief to the counties for indigent long-term care costs for these individuals.

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

State employees operate the county match program. DHCFP pays providers and the counties reimburse the State for the non-federal share.

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 had similar contracts with the county to facilitate the county match program since 1989.

13. Is the contractor currently involved in litigation with the State 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	09/01/2011 15:38:49 PM
Division Approval	llamborn	09/01/2011 15:38:53 PM
Department Approval	mtorvine	09/08/2011 13:38:28 PM
Contract Manager Approval	dkingsle	09/08/2011 15:52:24 PM
Budget Analyst Approval	nhovden	09/15/2011 17:00:27 PM
Team Lead Approval	jteska	09/21/2011 13:28:02 PM
BOE Agenda Approval	jteska	09/21/2011 13:28:05 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 101
Carson City, Nevada 89701
(775) 684-3600

MICHAEL J. WILLDEN
Director

CHARLES DUARTE
Administrator

August 31, 2011

To: Nikki Hovden, Budget Analyst IV
Division of Budget and Planning

Through: Charles Duarte, Administrator *C Duarte*
Division of Health Care Financing and Policy

From: Dorrie Kingsley, Management Analyst III *Dorrie A. Kingsley*
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Lyon County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Lyon County. This contract was processed as quickly as possible and if approved, becomes effective July 1, 2011.

The contract could not be negotiated until after the passage of SB 485 in June, 2011 resulting in a delay in finalizing the contract. Since the prior contract expired June 30, 2011, this contract must be retroactive to ensure the county is responsible for their share of costs from July 1, 2011 and forward.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12563**

Agency Name: **HEALTH DIVISION**
Agency Code: **406**
Appropriation Unit: **3208-50**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: UNIVERSITY OF NV SCHL OF MEDCN
Contractor Name: **UNIVERSITY OF NV SCHL OF MEDCN**
Address: **MEDSCHOOL ASSOCIATES SOUTH
2040 W CHARLESTON BLVD STE 204
LAS VEGAS, NV 89102-2206**
City/State/Zip: **LAS VEGAS, NV 89102-2206**
Contact/Phone: Barbara Bell 702/671-2213
Vendor No.: T32000073
NV Business ID: Governmental Entity

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

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

<input checked="" type="checkbox"/>	General Funds	65.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	35.00 % Medicaid Reimbursement

Agency Reference #: HD 12090

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

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: **Interlocal Agreement**

Contract description: **Genetic Treatment**

5. Purpose of contract:

This is a new interlocal agreement to provide genetic clinical and professional development services for treatment of children with inherited genetic disorders.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$55,620.00**

Other basis for payment: \$2,646 per clinic (total of 16) in Las Vegas, \$2,946 per clinic (total of 4) in Reno, and \$1,500 for one professional session in Reno.

II. JUSTIFICATION

7. What conditions require that this work be done?

Genetic disorder analysis is required as part of the Early Intervention Services program.

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

There are no State employees with the appropriate expertise in genetic disorders.

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?

There is only one group of Genetic providers in the State of Nevada

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is 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	08/18/2011 16:30:19 PM
Division Approval	pweyrick	08/18/2011 16:30:22 PM
Department Approval	mtorvine	09/08/2011 16:32:39 PM
Contract Manager Approval	wdemarc1	09/16/2011 14:56:35 PM
Budget Analyst Approval	jborrowm	09/16/2011 16:20:06 PM
Team Lead Approval	jteska	09/21/2011 15:03:54 PM
BOE Agenda Approval	jteska	09/21/2011 15:03:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12580**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: **CHURCHILL COUNTY**Contractor Name: **CHURCHILL COUNTY**Address: **155 N TAYLOR ST 182**City/State/Zip: **FALLON, NV 89406**

Contact/Phone: null775-434-4092

Vendor No.: T81018856

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 12001

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: **\$221,040.00**

Payment for services will be made at the rate of \$9,210.00 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	09/01/2011 08:42:12 AM
Division Approval	pweyrick	09/01/2011 08:42:23 AM
Department Approval	mtorvine	09/08/2011 10:47:21 AM
Contract Manager Approval	wdemarc1	09/16/2011 14:55:57 PM
Budget Analyst Approval	jborrowm	09/16/2011 15:01:26 PM
Team Lead Approval	jteska	09/21/2011 15:11:38 PM
BOE Agenda Approval	jburry	09/27/2011 16:06:47 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 23, 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 12001 (CETS 12580)**

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 CONTRACT1. Contract Number: **12565**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: LINCOLN, COUNTY OF

Contractor Name: **LINCOLN, COUNTY OF**Address: **LINCOLN COUNTY CLERK
PO BOX 90**City/State/Zip: **PIOCHE, NV 89043**

Contact/Phone: null775/962-5390

Vendor No.: T40267400M

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 12009

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: **\$54,744.00**

Payment for services will be made at the rate of \$2,281.00 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	09/01/2011 08:38:28 AM
Division Approval	pweyrick	09/01/2011 08:38:32 AM
Department Approval	mtorvine	09/08/2011 10:30:57 AM
Contract Manager Approval	wdemarc1	09/16/2011 14:55:38 PM
Budget Analyst Approval	jborrowm	09/16/2011 14:59:29 PM
Team Lead Approval	jteska	09/21/2011 15:09:27 PM
BOE Agenda Approval	jteska	09/21/2011 15:09:34 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 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 12009 (CETS 12565)**

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 CONTRACT1. Contract Number: **12604**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: **NYE, COUNTY OF**Contractor Name: **NYE, COUNTY OF**Address: **NYE COUNTY CLERK
PO BOX 1031**City/State/Zip: **TONOPAH, NV 89049**

Contact/Phone: null775-482-8127

Vendor No.: T80044560T

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 Contract

Agency Reference #: HD12012

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: **\$190,008.00**

Payment for services will be made at the rate of \$7,917.00 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	09/02/2011 10:55:45 AM
Division Approval	pweyrick	09/02/2011 10:55:48 AM
Department Approval	mtorvine	09/08/2011 13:40:05 PM
Contract Manager Approval	wdemarc1	09/16/2011 14:51:32 PM
Budget Analyst Approval	jborrowm	09/16/2011 14:56:55 PM
Team Lead Approval	jteska	09/21/2011 15:05:13 PM
BOE Agenda Approval	jteska	09/21/2011 15:05:16 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 29, 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 12012 (CETS 12604)**

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: CONV6846	Amendment Number: 2
Agency Name: HEALTH DIVISION	Legal Entity Name: Nevada Broadcasters Associatio
Agency Code: 406	Contractor Name: Nevada Broadcasters Associatio
Appropriation Unit: All Appropriations	Address: 1050 East Flamingo Road
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: Bob Fisher 7027944994
	Vendor No.: T80990324
	NV Business ID: NV19941133658

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 % Various funding sources

Agency Reference #: HD 10031

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2012**

Contract term: **4 years and 23 days**

4. Type of contract: **Contract**

Contract description: **Health Related Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides health related Non-Commercial Sustaining Announcements (formerly Public Service Announcements) throughout the State of Nevada. This amendment extends the termination date from September 30, 2012 to September 30, 2013, and increases the maximum amount from \$500,000 to \$1,000,000, due to an increased need to provide the public with health related information.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$250,000.00
2. Total amount of any previous contract amendments:	\$250,000.00
3. Amount of current contract amendment:	\$500,000.00
4. New maximum contract amount:	\$1,000,000.00
and/or the termination date of the original contract has changed to:	09/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

The State Health Division must be able to promulgate health related information throughout the state in a timely and expeditious manner.

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

There is no ability within the state to perform this function.

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 #: 090801B
Approval Date: 08/17/2011

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

This vendor is designated by the Federal Communications Commission to perform these services within the state.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 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	09/01/2011 08:40:28 AM
Division Approval	pweyrick	09/01/2011 08:40:32 AM
Department Approval	mtorvine	09/08/2011 10:08:47 AM
Contract Manager Approval	wdemarc1	09/16/2011 14:58:07 PM
Budget Analyst Approval	jborrowm	09/16/2011 16:01:32 PM
Team Lead Approval	jteska	09/21/2011 15:01:56 PM
BOE Agenda Approval	jteska	09/21/2011 15:02:00 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:
#090801 B
Amendment 2
JEFF MOHLENKAMP
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: Colman Schmidt, Contracts Manager, 775-684-4039, cschmidt@health.nv.gov
 b. Vendor contact information: Nevada Broadcasters Association, Attn: Mr. Robert Fisher
 1050 East Flamingo Road Las Vegas, NV 89119
rdfnba@aol.com (702) 794-4994
 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:
 Radio and/or television public service announcements to promulgate health related messages to the people of Nevada.
3. Describe the unique qualification required for the service or good to be purchased: The Nevada Broadcasters Association has been providing public service announcements for the State Health Division, (at a \$4 worth of airtime per \$1 charged) for over 15 years.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
 Nevada Broadcasters Association must be considered a "Sole Source" provider per Federal Communications Commission (FCC) rules regarding Non-Commercial Sustaining Announcements (NCSA).
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: The State Health Division must be able to communicate health related information to the citizens of Nevada in a timely manner. If this request were to be disapproved the Division would not be able to meet that obligation.
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. Past experience with FCC guidelines with regard to NCSA's.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
 Through the experience of the last 15 years, and the guaranteed 4-to-1 ratio of value per dollar.
8. What is the estimated value and length of the contract, amendment or request. Adds \$500,000 and one year, for a new total of \$1,000,000 for 4 years, through September 30, 2013

 a. New contract Y N
 b. Amendment Y N Amendment No. 2

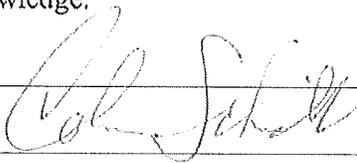
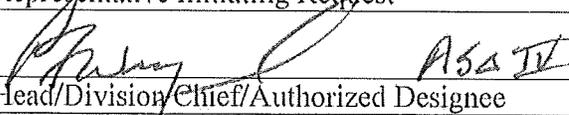
The Nevada State Health
Division
Requesting agency

hereby requests approval for The Nevada Broadcasters
Association
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		Aug 16, 2011
	Agency Representative Initiating Request	Date
X	 AS&IV	8/16/11
	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.

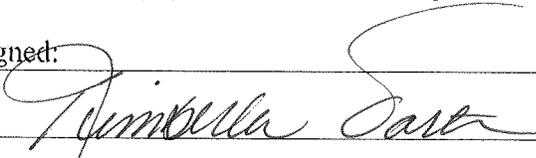
Signed:

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		
		8/17/11
	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: **12177** Amendment Number: **1**

Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Legal Entity Name: **Richard Null, APN**

Agency Code: **408** Contractor Name: **Richard Null, APN**

Appropriation Unit: **3161-08** Address: **3741 Mormon Flat Road**

Is budget authority available?: **Yes** City/State/Zip: **Golden Valley, AZ 86413**

If "No" please explain: **Not Applicable** Contact/Phone: **null702-236-9462**

Vendor No.: **T27019379**

NV Business ID: **NV20111547895**

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

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

<input checked="" type="checkbox"/>	General Funds	92.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	8.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **06/30/2012**

Termination Date:

Contract term: **1 year**

4. Type of contract: **Contract**

Contract description: **Psychiatric Services**

5. Purpose of contract:

This is an amendment to the original contract to provide support for psychiatric services to the clients of Rural Services Community Mental Health Centers. Nursing and physician assistant services are necessary to provide direct consumer care, evaluations and screenings, medication prescriptions and management, triage, telephone consultation, training, and other such necessary services at mental health clinics in the rural outlying areas of the state. This amendment adds an additional 576 hours of service to the original contract with treatment by Southern Nevada Adult Mental Health Services (SNAMHS). This amendment increases the maximum amount from \$92,740.32 to \$135,940.32 for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$92,740.32
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$43,200.00
4. New maximum contract amount:	\$135,940.32

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to NRS 433.344 and 436.123, the Division may contract with qualified professional staff to provide services to consumers; this is especially critical in the rural underserved areas of the state. SNAMHS provides outpatient programs requiring the services of nursing staff; when vacancies occur, contract services are required to ensure adequate coverage for consumers.

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

Staff nurses typically perform these services; however, when vacancies occur, coverage is required by Joint Commission standards until other staff are hired or return to work from vacations, leave, etc...

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

Not selected in preference to others; several practitioners have and will continue to be contracted with in order to ensure adequate consumer coverage and delivery of services in rural areas of the state.

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

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

He has been under contract with Southern Nevada Adult Mental Health Services since 2007 and provides satisfactory work.

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

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

Not Applicable

14. The contractor is 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	prippl	08/31/2011 08:11:14 AM
Division Approval	dprather	09/01/2011 13:23:58 PM
Department Approval	mtorvine	09/08/2011 09:57:22 AM
Contract Manager Approval	tpollar2	09/08/2011 15:18:36 PM
Budget Analyst Approval	jborrowm	09/16/2011 15:55:50 PM
Team Lead Approval	jteska	09/21/2011 15:16:27 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: **12220**

Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: Mediware
Agency Code: 408	Contractor Name: Mediware
Appropriation Unit: 3164-12	Address: 11711 W. 79th Street
Is budget authority available?: Yes	City/State/Zip: Lenexa, KS 66214
If "No" please explain: Not Applicable	Contact/Phone: null913-307-1000
	Vendor No.:
	NV Business ID: NV20111516864

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **Yes**

If "Yes", please explain

This contract was to start on July 1, 2011; however, due to unexpectedly lengthy negotiations with the vendor over contract language concerns, contract preparation and submission was regrettably delayed. The vendor provides our mental health hospital facilities with necessary medication tracking and dispensing software, as a result, services were provided prior to approval of the contract to ensure continuity of care.

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Contract**Contract description: **Pharmacy services**

5. Purpose of contract:

This is a new contract with Mediware to provide the Division with pharmacy medication tracking and consumer delivery services at our mental health agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$231,958.00**

Other basis for payment: Total fees for use of pharmacy medication tracking and delivery services at NNAMHS and SNAMHS sites, for 14 concurrent users, not to exceed \$231,958 for FY's 12 and 13.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per NRS 433.514, policies must be in place for the proper administration, storage and handling of medications by nurses and non-professional staff.

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

The practice management system that is in place with our mental health agencies does not have the capability to manage, track and dispense pharmacy products to consumers. Mediware's WORx system has the necessary built-in capability and customized interface with the Division's practice management system to effectively regulate the delivery of pharmacy products.

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 #: 110501

Approval Date: 05/03/2011

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

Mediware has previously worked with the Division's vendor for the practice management system and is familiar with the Division's procedures for managing medication services. In addition, Mediware has significantly customized the pharmacy management application to fit the Division's needs and redesigned business process.

d. Last bid date: 06/01/2004 Anticipated re-bid date: 02/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Mediware has been providing this service to Mental Health and Developmental Services for several years. The vendor has provided satisfactory services.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	khawkin1	08/24/2011 13:49:40 PM
Division Approval	dprather	08/29/2011 06:39:38 AM
Department Approval	bvale1	08/29/2011 08:48:57 AM
Contract Manager Approval	khawkin1	09/06/2011 16:27:04 PM
Budget Analyst Approval	jborrowm	09/16/2011 15:41:07 PM
Team Lead Approval	jteska	09/21/2011 15:15:00 PM
BOE Agenda Approval	jteska	09/21/2011 15:15:14 PM

Memo

To: Robin Hager, Budget Analyst, Budget Division

From: Martin Hefner, Management Analyst 

CC: Dave Prather, ASO IV 

Date: July 25, 2011

Re: Retroactive status for contracts

Request for Retroactive Approval

Please consider this request for retroactive approval for the contract referenced here.

The contract was to start on July 1, 2011; however, due to an extended amount of negotiations with the vendor and subsequent revisions to the documentation, contract preparation and submission was unfortunately delayed. Since this vendor provides critical pharmacy and medication management functions for consumers receiving prescriptions, services were provided prior to approval of the contract to ensure continuity of operation. We anticipate that, in the future, with new procedures put in place to ensure timely review and submission, we will greatly reduce or eliminate the need for these retroactive contracts.

Should you have any questions, please contact me at (775) 684-5943.

Thank you for your consideration.



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:
110501

RECEIVED
MAY 06 2011
ANDREW K CLINGER
Director
GREG SMITH
Purchasing Administrator
DIVISION OF MH / DS

SOLICITATION WAIVER REQUEST FORM

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

Division of Mental Health and Developmental Services (MHDS)
4126 Technology Way, Suite 201
Carson City, NV 89706
(775) 684-5943
Contact: Laxmi Bokka, Statewide IT Manager

RECEIVED

APR 29 2011

DIVISION OF MH / DS

- b. Vendor contact information:

Mediware
11711 W. 79th Street
Lenexa, KS 66214
(913) 307-1000
info@mediware.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:

This is a new contract with Mediware to allow MHDS to continue using the services of this vendor, which had previously been bundled in with the Division's contract with Netsmart Technologies. Since 2004, Mediware has been a sub-contractor with Netsmart and has provided MHDS with the proprietary pharmacy software called WORx to manage pharmacy medication tracking and delivery to consumers at the Division's mental health agencies, in a HIPAA-compliant manner. During 2010, Netsmart discontinued their arrangement with Mediware to provide the bundled pharmacy services, which has necessitated the utilization of a new contract to continue the usage of Mediware services.

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

Mediware owns the copyright for the WORx system. The vendor is uniquely qualified and experienced in the use and understanding of the MHDS pharmacy management information system (MIS) needs and the interface and communication with the Mental Health Electronic Health Record System, AVATAR. The pharmacy system is also customized and integrated with the Pyxis automated dispensing medstations at the hospitals. The new contract would allow MHDS to continue using the existing pharmacy system and avail to all the upgrade features that Mediware provides to its customers by paying the support and maintenance fees. It would cost the

implementing an entirely new pharmacy system from a different vendor at a time of significant resource constraints.

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

The AVATAR system, beginning with 2004, included the services of Mediware and has now become an integral part of the practice management system for the Division's mental health agencies and is the primary tool for the effective management of pharmacy services delivered to consumers. The vendor has previously performed services for MHDS in conjunction with Netsmart to the Division's satisfaction, and is already knowledgeable concerning the implementation of WORx at MHDS as well as the structure of the database/network implementation at the Division. In addition, there is some customization of the application that can only be supported by the existing vendor, and our business process has been redesigned to take advantage of this customization.

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 WORx system is copyrighted by Mediware, they use a proprietary source code which is not the property of the Division. The cost to implement an entirely new pharmacy system for the Division and develop a new infrastructure to support it would be prohibitive, given the fact that MHDS has adapted the Division's business processes statewide in order to use the current functionality of WORx. If MHDS does not have access to the WORx system and must utilize alternate services, it could take at a minimum 2 years to bid and implement a new system. During that interim without a pharmacy management system, it would severely impact the delivery of needed medications to consumers with serious needs.

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.

Since 2004, the Division has been using the Netsmart "AVATAR" system in conjunction with the Mediware "WORX" application as the sole practice management platform for the mental health agencies. Mediware owns the source code for their medication management system; other vendors do not have access to the code. . In addition, significant amounts of customization have been made to the system to accommodate the Division's particular needs, coupled with integration into the AVATAR system, which are not duplicated by other vendor's systems at this time.

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

Previous dealings with Netsmart and Mediware have proven to be reasonably priced. In general, prices for similar pharmacy systems are comparable to Mediware's.

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

The estimated cost of the contract for FY's 12 and 13 is approximately \$232,000.

a. New contract Y N

MHDS

hereby requests approval for

Mediware

Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below, I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>Baxmu</u>	04 28 11
Agency Representative Initiating Request	Date
X <u>Jane Bruner, Deputy Administrator</u>	04/29/11
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 <u>NA</u>	
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 <u>Aug Smith</u>	5-3-11
Administrator, Purchasing Division	Date

NOTE: Approval is per the request, however the agency is directed to follow and adhere to the solicitation process. No further waivers will be approved. (248)

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11819** Amendment Number: **1**

Agency Name: **MENTAL HEALTH AND DEVELOPMENTAL SERVICES** Legal Entity Name: **Coop Consulting, Inc.**

Agency Code: **408** Contractor Name: **Coop Consulting, Inc.**

Appropriation Unit: **3170-23** Address: **P.O. Box 22822**

Is budget authority available?: **Yes** City/State/Zip: **Santa Fe, NM 87502-2822**

If "No" please explain: **Not Applicable** Contact/Phone: **null505-424-4365**

Vendor No.: **T27020378**

NV Business ID: **NV20101296222**

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/08/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **10/31/2011**

Contract term: **1 year and 233 days**

4. Type of contract: **Contract**

Contract description: **SEOW - Consulting**

5. Purpose of contract:

This is an amendment to the original contract, which provides training and reporting necessary for the State Epidemiological Outcomes Workgroup (SEOW) program. The amendment adds deliverables related to completing the Substance Abuse Prevention Strategic Plan, and is outlined in the amended scope of work. This amendment extends the termination date from October 31, 2011 to September 29, 2012 and increases the maximum amount from \$72,000 to \$117,750.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$72,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$45,750.00
4. New maximum contract amount:	\$117,750.00
and/or the termination date of the original contract has changed to:	09/29/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 458.035 allows for the Division to contract in order carry out the provisions of NRS 458.010 to 458.350, inclusive. A condition of funding requires the Substance Abuse Prevention and Treatment Agency to perform the work, which is directly related to the agencies core mission of preventing substance abuse.

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

The State does not have adequate resources, nor the expertise, to perform the 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 #: 100913A
Approval Date: 08/17/2011

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

Coop Consulting, Inc. has developed reports and provided training to Single State Authorities (SSAs) for substance abuse prevention through planning for implementation of the Strategic Prevention Framework State Incentive Grant (SPF SIG). The SEOW was developed as a result of the SPF SIG. The funding from Synectics is intended to be used to support the continuation of the SEOW until a discretionary grant becomes available.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2009-2010: State of Nevada, Substance Abuse Prevention and Treatment Agency. (Contractor rated 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	gleiss	09/01/2011 08:41:11 AM
Division Approval	dprather	09/01/2011 08:49:47 AM
Department Approval	mtorvine	09/08/2011 09:53:14 AM
Contract Manager Approval	rvernon	09/08/2011 14:42:43 PM

Budget Analyst Approval	jborrowm	09/16/2011 15:48:54 PM
Team Lead Approval	jteska	09/21/2011 15:13:10 PM
BOE Agenda Approval	jteska	09/21/2011 15:13:14 PM



JIM GIBBONS
Governor

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

Purchasing Use Only:
100913 A
Amendment 1

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM AMENDMENT #1

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
- Mental Health and Developmental Services (MHDS)
Substance Abuse Prevention and Treatment Agency (SAPTA)
 - Rebecca Vernon-Rittor, Grants and Projects Analyst II
 - 775-684-4108
 - rvernon@sapta.nv.gov
- b. Vendor contact information:
- Michael Coop, President
Coop Consulting, Inc.
 - 505-424-4365
 - coopconsulting@gmail.com
- c. Type of waiver requested: Sole or single source Professional Service Exemption

2. Description of work/services to be performed or commodity/goods to be purchased:

The proposed contractor will develop epidemiological reports using data collected during the 2007 Nevada Data Project telephone and convenience surveys, and data from the 2010 follow-up collection using the same instruments and methodologies. In addition, data from the National Survey on Drug Use and Health (NSDUH), the Nevada Behavioral Risk Factor Surveillance System (BRFSS), and the Youth Risk and Behavior Survey (YRBS) will be integrated into the reports to provide state and national comparisons and context. These reports will include:

- o a report on adults and substance use;
- o a report on minorities and substance use;
- o a report on trends in substance use and mental health; and
- o data support for a new Nevada State Epidemiological (Epi) Profile; and
- o up to two other reports prioritized by SAPTA and the Statewide Epidemiological Outcomes Workgroup (SEOW).

In addition, Coop Consulting will provide:

- o technical assistance to SAPTA on data development and utilization;
- o provide ongoing assistance and mentoring to the SAPTA epidemiologist in her data analysis role;
- o attend meetings and participate in the development of epidemiological products by the SEOW; and
- o develop presentations on topics of interest and concern of the SEOW.

AMENDMENT #1:

Coop Consulting will additionally:

- o update the *Substance Abuse Prevention and Treatment Agency Strategic Plan 2007*;
- o facilitate a minimum of three community-based regional prevention face-to-face strategic planning meetings;
- o develop surveys, disseminate, and conduct strategic planning meetings with State Agencies and members of the SEOW and Multidisciplinary Prevention Advisory Committee (MPAC);
- o collate results from community and State meetings;
- o write a statewide and community substance abuse prevention plan; and
- o present the final draft of the Strategic Plan to the MPAC for review and make any requested changes to the Plan; submit for final approval to the MPAC and SAPTA.

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

Coop Consulting, Inc. has completed numerous projects for Nevada SAPTA on statewide and community level data which describe substance abuse risk and protective factors and consumption patterns that cause health inequities in populations of the state. Coop Consulting, Inc. has provided technical assistance to single state authorities for substance abuse through the national firm of Johnson Basin and Shaw (JBS), the Center for Substance Abuse Prevention's (CSAP) national technical assistance provider, to prepare states for planning and implementing the Strategic Prevention Framework State Incentive Grant (SPF SIG), which is the cornerstone of current and future projects of CSAP at the Substance Abuse and Mental Health Services Administration (SAMHSA). Coop Consulting, Inc. has been extensively involved with the development of the SPF SIG in Nevada, having trained all of the State's coalitions since 2006; over the past three years the firm has developed seventeen data publications for the State that have met the needs of SAPTA and drawn praise from CSAP as model projects. Future projects under a new funding source demand the same high level of performance and awareness of the need of the State to utilize appropriate data for prioritizing in and across state agencies for prevention activities that will produce population level outcomes, and for establishing plans that can achieve these outcomes.

AMENDMENT #1: The qualifications remain the same and will continue to benefit the State by providing a continuation of services necessary to meet the requirements/deliverables of the grant.

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

Michael Coop of Coop Consulting, Inc., has built strong relationships with SAPTA and its partners over the past several years. Coop Consulting, Inc.'s projects have provided a strong foundation to move forward as the State prepares to compete for new Federal grants for prevention over the next year. This funding for the SEOW project will help lay that foundation. The project is anticipated to begin in October 2010, and SAPTA and its SEOW must meet numerous deliverables to achieve its goals and receive reimbursement for those products. The services provided by Coop Consulting, Inc. to the SEOW and SAPTA are necessary to meet many of those timelines and objectives. A competitive process for those services will not result in an applicant with the experience and qualifications of Coop Consulting, Inc.; yet would delay the onset of the technical assistance and development of products to the point of greatly diminishing returns. Any new vendor would spend many months learning about the State's project and the needs of the SEOW and SAPTA; at that point the award year will be in its last phase.

AMENDMENT #1: SAPTA's prevention strategic plan is due at the end of the 11th month of the grant year. Putting the continued services needed out to bid would create a break in service and have a negative impact on meeting the deliverables. In addition, it is difficult to expect a new vendor to gather knowledge of substance abuse prevention in the State and to conduct all of the activities needed to produce a meaningful final product within the allocated timeframe.

- 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;

A competitive process will extend for many months the timeline for implementation of the services required for the SHOW technical assistance and publication process. The State is required to meet a deliverables timeline that is very aggressive in order to receive reimbursement; a lengthy process will threaten the State's ability to meet that timeline, so much of which includes substantial amounts of work by Coop Consulting, Inc. staff. SAPTA needs to maintain the continuity, consistency, and quality of its work on these data projects, and Coop Consulting, Inc. has been conducting much of that work over the last two years. Contracting with Coop Consulting, Inc. will benefit the State, as a bid for a new vendor would increase costs and not increase quality or performance, it would delay implementation, and risk reimbursement to the State.

AMENDMENT #1: The information above covers the potential consequences; therefore, no additional comments are included in this amendment.

- 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.

Discussion with the Federal Project Officer has, on several occasions, resulted in an ongoing recommendation to utilize Coop Consulting, Inc. to assist the State's project.

AMENDMENT #1: Coop Consulting, Inc. has worked on the Federal, as well as State level for many years and the work they have produced has been given high praise and recommendations.

- 7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? Compensation is based on reasonable hourly consulting wages.

AMENDMENT #1: No additional information to add to the above paragraph's explanation.

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

- a. New contract Y N
- b. Amendment Y N Amendment No. 1
{provide copy of previous waiver(s)}

Value: \$72,000.00 (approximately 80 hours per month @ \$90.00/hour, to include travel)
Length of contract: January 2011 to October 2011, with the possibility of renewing for an additional two years, if funding is secured for future years.

AMENDMENT #1:

Value: Adding \$45,750 to the original, bringing the maximum amount to \$117,750. The additional \$45,700 equates to approximately 41.59 hours per month @ \$100.00 per hour.

Length of contract: Extend the length of the contract to September 29, 2012, with the possibility of renewing for up to an additional two years, if funding is secured for future years (total contract period not to exceed four years).

The Substance Abuse Prevention & Treatment Agency hereby requests approval for Coop Consulting, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <i>Rebecca V. Richter</i>	8/12/11
Agency Representative Initialing Request	Date
X <i>Richard W. Bunde</i>	08-12-11
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>NA</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>Kimberly S. Satt</i>	8/17/11
Administrator, Purchasing Division	Date



JIM GIBBONS
Governor

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

Purchasing Use Only
100913

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:

- Mental Health and Developmental Services (MHDS)
- Substance Abuse Prevention and Treatment Agency (SAPTA)
- Rebecca Vernon-Ritter, Grants and Projects Analyst II
- 775-684-4108
- rvernon@sapta.nv.gov

b. Vendor contact information:

- Michael Coop, President
- Coop Consulting, Inc.
- 505-424-4365
- coopconsulting@gmail.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 proposed contractor will develop epidemiological reports using data collected during the 2007 Nevada Data Project telephone and convenience surveys, and data from the 2010 follow-up collection using the same instruments and methodologies. In addition, data from the National Survey on Drug Use and Health (NSDUH), the Nevada Behavioral Risk Factor Surveillance System (BRFSS), and the Youth Risk and Behavior Survey (YRBS) will be integrated into the reports to provide state and national comparisons and context. These reports will include:

- a report on adults and substance use;
- a report on minorities and substance use;
- a report on trends in substance use and mental health;
- data support for a new Nevada State Epidemiological (Epi) Profile; and
- and up to two other reports prioritized by SAPTA and the Statewide Epidemiological Outcomes Workgroup (SEOW).

In addition, Coop Consulting will provide:

- technical assistance to SAPTA on data development and utilization;
- provide ongoing assistance and mentoring to the SAPTA epidemiologist in her data analysis role;
- attend meetings and participate in the development of epidemiological products by the SEOW; and
- develop presentations on topics of interest and concern of the SEOW.

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

Coop Consulting, Inc. has completed numerous projects for Nevada SAPTA on statewide and community level data which describe substance abuse risk and protective factors and consumption patterns that cause health inequities in populations of the state. Coop Consulting, Inc. has provided technical assistance to single state authorities for substance abuse through the national firm of Johnson Basin and Shaw (JBS), the Center for Substance Abuse Prevention's (CSAP) national technical assistance provider, to prepare states for planning and implementing the Strategic Prevention Framework State Incentive Grant (SPF SIG), which is the cornerstone of current and future projects of CSAP at the Substance Abuse and Mental Health Services Administration (SAMHSA). Coop Consulting, Inc. has been extensively involved with the development of the SPF SIG in Nevada, having trained all of the State's coalitions since 2006; over the past three years the firm has developed seventeen data publications for the State that have met the needs of SAPTA and drawn praise from CSAP as model projects. Future projects under a new funding source demand the same high level of performance and awareness of the need of the State to utilize appropriate data for prioritizing in and across state agencies for prevention activities that will produce population level outcomes, and for establishing plans that can achieve those outcomes.

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

Michael Coop of Coop Consulting, Inc., has built strong relationships with SAPTA and its partners over the past several years. Coop Consulting, Inc.'s projects have provided a strong foundation to move forward as the State prepares to compete for new Federal grants for prevention over the next year. This funding for the SEOW project will help lay that foundation. The project is anticipated to begin in October 2010, and SAPTA and its SEOW must meet numerous deliverables to achieve its goals and receive reimbursement for those products. The services provided by Coop Consulting, Inc. the SEOW and SAPTA are necessary to meet many of those timelines and objectives. A competitive process for these services will not result in an applicant with the experience and qualifications of Coop Consulting, Inc.; yet would delay the onset of the technical assistance and development of products to the point of greatly diminishing returns. Any new vendor would spend many months learning about the State's project and the needs of the SEOW and SAPTA; at that point the award year will be in its last phase.

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:

A competitive process will extend for many months the timeline for implementation of the services required for the SEOW technical assistance and publication process. The State is required to meet a deliverables timeline that is very aggressive in order to receive reimbursement; a lengthy process will threaten the State's ability to meet that timeline, so much of which includes substantial amounts of work by Coop Consulting, Inc. staff. SAPTA needs to maintain the continuity, consistency, and quality of its work on these data projects, and Coop Consulting, Inc. has been conducting much of that work over the last two years. Contracting with Coop Consulting, Inc. will benefit the State, as a bid for a new vendor would increase costs and not increase quality or performance; it would delay implementation, and risk reimbursement to the State.

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.

Discussion with the Federal Project Officer has, on several occasions, resulted in an ongoing recommendation to utilize Coop Consulting, Inc. to assist the State's project.

7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Compensation is based on reasonable hourly consulting wages.

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

a. New contract Y N
b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Value: \$72,000.00 (approximately 80 hours per month @ \$90.00/hour, to include travel)
Length of contract: January 2011 to October 2011, with the possibility of renewing for an additional two years, if funding is secured for future years.

The Substance Abuse Prevention & Treatment Agency, hereby requests approval for Coop Consulting, Inc.
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X <u>Rebecca V. Ritten</u>	9-16-10
Agency Representative Initiating Request	Date
X <u>Debra M. Ritten</u>	09-21-10
Agency Head Authorizing Request	Date

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

Signed:

X	N/A	
Reviewing Agency/Entity Signature		Date

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

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

Approving Authority:

<input checked="" type="checkbox"/> <i>Trishelle Carter</i> obo Administrator, Purchasing Division	Date <i>9/23/10</i>
---	---------------------

Please ensure your agency verifies whether this contract falls within the requirements of All Agency Memorandum # 2010-37 issued by the Dept of Administration, Budget 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: **12620**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: A&K EARTH MOVERS INC
Agency Code: 431	Contractor Name: A&K EARTH MOVERS INC
Appropriation Unit: 3650-10	Address: PO BOX 1059
Is budget authority available?: Yes	City/State/Zip: FALLON, NV 89407-1059
If "No" please explain: Not Applicable	Contact/Phone: Chris Spross (775-825-1636) 775/423-6085
	Vendor No.: PUR0000363B
	NV Business ID: NV19651001305

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 # 007-2011**

2. Contract start date:

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

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **01/16/2012**

Contract term: **107 days**

4. Type of contract: **Contract**

Contract description: **Concrete & Asphalt**

5. Purpose of contract:

This is a new contract to remove the deteriorating concrete and asphalt that has become a hazard and to replace it with new concrete and asphalt, to repair the current drainage issues, to construct a walkway and to perform other grading and asphalt work at the Combined Support Maintenance Shop (CSMS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$79,200.00**

Payment for services will be made at the rate of \$72,000.00 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?

The CSMS shop now services tanker equipment requiring the approaches be extended and the drainage issues corrected as they are causing safety concerns.

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 or equipment to do a project of 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 September 1, 2011.

d. Last bid date: 08/30/2011 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 contracted with this vendor in FY 10 and the services provided were satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	09/08/2011 13:34:37 PM
Division Approval	criley	09/08/2011 13:34:39 PM
Department Approval	jmcentee	09/08/2011 13:53:14 PM
Contract Manager Approval	criley	09/08/2011 14:28:11 PM
Budget Analyst Approval	jborrowm	09/16/2011 14:16:16 PM
Team Lead Approval	jteska	09/21/2011 14:48:10 PM
BOE Agenda Approval	jteska	09/21/2011 14:48:13 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 CONTRACT1. Contract Number: **12655**Agency Name: **ADJUTANT GENERAL & NATL
GUARD**Agency Code: **431**Appropriation Unit: **3650-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **HERSHENOW & KLIPPENSTEIN
ARCHITECTS INC**Contractor Name: **H&K ARCHITECTS**Address: **5485 RENO CORPORATE DR STE 100**City/State/Zip: **RENO, NV 89511-2262**Contact/Phone: **MAX HERSHENOW 775/332-6640**Vendor No.: **T80984709**NV Business ID: **19941047730**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# 040-2011**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **10/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/30/2011**Contract term: **90 days**4. Type of contract: **Contract**Contract description: **AASF Mezzanines**

5. Purpose of contract:

This is a new contract to provide site analysis, structural engineering requirements, HVAC, power, fire sprinklers and all adopted building codes requirements related to the installation of two mezzanines and modular offices to be located within the North and South hangar of the Army Aviation Support Facility (AASF) in Stead, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,350.00**

Other basis for payment: as invoiced monthly, not to exceed \$12,350.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The AASF UH-60 maintenance program has outgrown the existing office space in the North hangar.

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 or certifications to design pre-fabricated modular offices.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?

Per NAC333.150, vendor has requisite skills and certifications for this type of design 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:

The Office of the Military has contracted with this vendor on numerous occasions and the services provided have always been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

No b. If "No", please explain:

The DBA (doing business as) name is easier for the vendor's clients contracting and accounting systems.

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

Yes

17. a. Is the legal entity active and in good standing with the Nevada 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	09/08/2011 10:58:15 AM
Division Approval	criley	09/08/2011 10:58:17 AM
Department Approval	jmcentee	09/08/2011 13:53:52 PM
Contract Manager Approval	criley	09/08/2011 14:28:38 PM
Budget Analyst Approval	jborrowm	09/16/2011 13:50:08 PM
Team Lead Approval	jteska	09/21/2011 14:46:49 PM
BOE Agenda Approval	jteska	09/21/2011 14:46:54 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: **12609**

Agency Name:	ADJUTANT GENERAL & NATL GUARD	Legal Entity Name:	HERSHENOW & KLIPPENSTEIN ARCHITECTS INC
Agency Code:	431	Contractor Name:	H&K Architects
Appropriation Unit:	3650-10	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:	Max Hershenow 775/332-6640
		Vendor No.:	T80984709
		NV Business ID:	19941047730

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# 034-2011

2. Contract start date:

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

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/30/2011**Contract term: **59 days**4. Type of contract: **Contract**Contract description: **Plumb Lane Design**

5. Purpose of contract:

This is a new contract to provide design documents for construction of two level pre-fabricated offices on the North and East walls of the existing drill hall at the Plumb Lane Armory in Reno, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$31,800.00**

Other basis for payment: as invoiced monthly, not to exceed \$31,800.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada National Guard's Family Support operations are now housed under one roof at the Plumb Lane Armory and additional office space to support 8-12 2-person offices is needed.

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 pre-fabricated offices.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?

Per NAC 333.150 vendor has requisite skills and certifications to perform the professional engineered design for the new offices at the Plumb Lane Armory

d. Last bid date: 08/24/2011 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 contracted with this vendor on numerous occasions and the services provided have always been satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

No b. If "No", please explain:

The DBA (doing business as) name is easier for the vendor's clients contracting and accounting systems.

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

Yes

17. a. Is the legal entity active and in good standing with the Nevada 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	09/08/2011 12:36:01 PM
Division Approval	criley	09/08/2011 12:36:03 PM
Department Approval	jmcentee	09/08/2011 13:54:24 PM
Contract Manager Approval	criley	09/08/2011 14:18:07 PM
Budget Analyst Approval	jborrowm	09/16/2011 13:41:04 PM
Team Lead Approval	jteska	09/21/2011 14:43:57 PM
BOE Agenda Approval	jteska	09/21/2011 14:44:04 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: 11548	Amendment Number: 2
Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: JBR ENVIRONMENTAL CONSULTANTS, INC.
Agency Code: 431	Contractor Name: JBR ENVIRONMENTAL CONSULTANTS, INC.
Appropriation Unit: 3650-10	Address: 595 Double Eagle Court Suite 2000
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89521
If "No" please explain: Not Applicable	Contact/Phone: Brian Boyd 775/747-5777
	Vendor No.: T27006724
	NV Business ID: NV20101171742

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

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

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

Agency Reference #: **NVMD 19-2010**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/12/2010**

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **1 year and 262 days**

4. Type of contract: **Contract**

Contract description: **Weed Abatement**

5. Purpose of contract:

This is the second amendment to the original contract, which provides weed abatement at the Stead Training Center. This amendment extends the termination date from December 31, 2011 to June 30, 2012 and increases the maximum amount from \$22,237.00 to \$39,787.00 due a continued need for these services. The original scope of work will be completed as indicated and planned by December 31, 2011. Additional weed abatement work is needed and federal funds are available to complete this project by June 30, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$22,237.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$17,550.00
4. New maximum contract amount:	\$39,787.00
and/or the termination date of the original contract has changed to:	06/30/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

The outbreak of an invasive weed needs to be mitigated to prevent the complete takeover of the area.

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

State employees do not have adequate certifications for this type of chemical for weed abatement.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Per the evaluation committee, this vendor had the highest overall score.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This vendor is currently under contract with the Wildlife Department and the services have been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	09/08/2011 14:59:21 PM
Division Approval	criley	09/08/2011 14:59:23 PM
Department Approval	criley	09/08/2011 15:33:15 PM
Contract Manager Approval	criley	09/08/2011 15:33:20 PM
Budget Analyst Approval	jborrowm	09/21/2011 15:40:44 PM
Team Lead Approval	jteska	09/21/2011 15:54:45 PM
BOE Agenda Approval	jteska	09/21/2011 15:54:49 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: **12628**Agency Name: **PARKS DIVISION**Agency Code: **704**Appropriation Unit: **4162-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LLOYDS REFRIGERATION INC**Contractor Name: **LLOYDS REFRIGERATION INC**Address: **5701 W SUNSET RD**City/State/Zip: **LAS VEGAS, NV 89118**Contact/Phone: **Steve Martinson 702/798-1010**Vendor No.: **T29020196**NV Business ID: **NV19781009048**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: **10/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **1 year and 273 days**4. Type of contract: **Contract**Contract description: **Heating Air repair**

5. Purpose of contract:

This is a new contract to provide heating and air conditioning repair for all of the southern region parks. This contract may service Regional Head Quarters, Mormon Fort , Spring Mountain Ranch, Big Bend and Valley of Fire. Heating and cooling must be maintained in public buildings for the safety and health of both the public and staff.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,800.00**

Payment for services will be made at the rate of \$75.00 per hour

Other basis for payment: as needed basis

II. JUSTIFICATION

7. What conditions require that this work be done?

Heating and cooling must be maintained in public buildings for the safety and health of both public and staff. Climate control must also be maintained to protect equipment and supplies.

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

Not all park locations have staff with knowledge of high pressure/voltages found in HVAC systems. Repairs can be dangerous if not performed correctly. Some repair parts are only available to licensed contractors, including warranties.

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?

Lloyd's was the only one to respond. Lloyd's Refridgeration has done work for the State Parks in the past with satisfactory results. 2006

d. Last bid date: 08/08/2011 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:

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sdecrona	09/06/2011 10:35:04 AM
Division Approval	sdecrona	09/06/2011 10:35:08 AM
Department Approval	sdecrona	09/06/2011 10:35:12 AM
Contract Manager Approval	sdecrona	09/09/2011 09:03:26 AM
Budget Analyst Approval	jrodrig9	09/14/2011 15:32:43 PM
Team Lead Approval	cwatson	09/20/2011 14:26:12 PM
BOE Agenda Approval	cwatson	09/20/2011 14:26:17 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 CONTRACT

1. Contract Number: 11756	Amendment Number: 2
Agency Name: PARKS DIVISION	Legal Entity Name: Reliable Pump Inc
Agency Code: 704	Contractor Name: Reliable Pump Inc
Appropriation Unit: 4605-32	Address: Reliable Pump and Motor 4105 W Bell Rd
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89118
If "No" please explain: Not Applicable	Contact/Phone: null7022435116
	Vendor No.: T27007656
	NV Business ID: NV20001484286

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 % Utility Surcharge

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/23/2010**
 Anticipated BOE meeting date **10/2011**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **2 years and 219 days**

4. Type of contract: **Contract**
 Contract description: **on-call services**

5. Purpose of contract:
This is the second amendment to the original contract, which provides on-call services to repair and replace lift station sewer pumps at Big Bend of the Colorado State Recreation Area. This amendment increases the maximum amount from \$9,999 to \$19,999 due to the recent and histroical problems with this system.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,000.00
2. Total amount of any previous contract amendments:	\$4,999.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$19,999.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Lift station sewer pumps at the park periodically need repair and/or replacement due to usage.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Do not have qualified/certified staff to perform the work.

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **No**
 a. If yes, list the names of vendors that submitted proposals:

b. Solicitation Waiver: **Not Applicable**

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

Only vendor to submit a bid.

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	sdecrona	09/02/2011 12:05:38 PM
Division Approval	sdecrona	09/02/2011 12:05:42 PM
Department Approval	sdecrona	09/02/2011 12:05:46 PM
Contract Manager Approval	sdecrona	09/12/2011 11:42:25 AM
Budget Analyst Approval	jrodrig9	09/14/2011 16:25:46 PM
Team Lead Approval	cwatson	09/16/2011 12:39:55 PM
BOE Agenda Approval	cwatson	09/16/2011 12:40:00 PM

EXHIBIT A

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Department of Conservation and natural Resources
Las Vegas Region of State Parks
4747 Vegas Drive
Las Vegas, NV 89108
Phone: (702) 486-5126 Fax: (702) 486-5186

And

Reliable Pump and Motor
4108 W. Bell Rd.
Las Vegas, NV 89118
Phone: (702) 243-5116

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from Clerk of Board of Examiner's signature to June 30, 2013, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION/SCOPE OF WORK;
ATTACHMENT BB: INSURANCE SCHEDULE; AND
ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$5,000.00 with the total Contract not to exceed \$5,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Approved 05/08/02
Revised 6/10

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

William St... 11-3-10
Independent Contractor's Signature Date

ACCOUNT MGR.
Independent's Contractor's Title

K. Kelch 11/3/10
Signature Date

Park Supervisor or Facility Supervisor
Title

[Signature] 11/12/10
Signature Date

Administrative Services Officer II
Title

[Signature] 11/12/10
Signature Date

Deputy Administrator
Title

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 11/15/10
(Date)

APPROVED BY BOARD OF EXAMINERS

[Signature] 11/23/10
Signature - Board of Examiners On (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: **11756**

Amendment Number: **1**
 Legal Entity Name: **Reliable Pump Inc**
 Contractor Name: **Reliable Pump Inc**
 Address: **Reliable Pump and Motor
 4105 W Bell Rd
 Las Vegas, NV 89118**
 City/State/Zip: **Las Vegas, NV 89118**
 Contact/Phone: **7022435116**
 Vendor No.: **T27007656**
 NV Business ID: **NV20001484286**

Agency Name: **PARKS DIVISION**

Agency Code: **704**

Appropriation Unit: **4605-32 4162/07**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

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	40.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	60.00 % Utility Surcharge

2. Contract start date:

a. Effective upon final approval? **No** or b. other effective date **11/23/2010**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 219 days**

4. Type of contract: **Contract**

Contract description: **on-call services**

5. Purpose of contract:

This is an amendment to the original contract, which provides on-call services to repair and replace lift station sewer pumps at Big Bend of the Colorado State Recreation Area. This amendment increases the maximum amount from \$5,000 to \$9,999 due to failure of a check valve in the sewer lift station.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$5,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$4,999.00
4.	New maximum contract amount:	\$9,999.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Lift station sewer pumps at the park periodically need repair and/or replacement due to useage.

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

Do not have qualified/certified staff to perform the work.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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MAY 23 2011
 DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

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

Only vendor to submit a bid.

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	Imulkey	05/23/2011 10:35:39 AM
Division Approval	Imulkey	05/23/2011 10:35:42 AM
Department Approval	Imulkey	05/23/2011 10:35:46 AM
Contract Manager Approval	Imulkey	05/23/2011 10:35:49 AM

RECEIVED

MAY 10 2011

State Parks

Nevada Division of State Parks
4604/4605 FUND REQUEST

Date 5/9/11

TO: Russ Dapsauski , Regional Manager *RAD 5/10/11*
Kirsten Hettrick , Administrative Services Officer *KH*
Mark Davis , Chief of Planning & Development *MD*
Steve Weaver , Deputy Administrator *SW*
Dave Morrow , Administrator *DM*
Leo Drozdoff , DCNR Director

THROUGH: Joy Elwood , Administrative Assistant II *J.E.*
Kim Copeland , Accounting Technician *KC*

FROM: Kelly Kolhoss , Facility Supervisor III

Please mark suggested funding source. Once approved, all proper purchasing and contracting procedures must be made.

Utility Surcharge - In accordance with NRS 407.0762 and NRS 407.0765, referring to monies collected for repair, operation and maintenance of sewer, water and electrical systems within state parks, the following request is being submitted for approval. This request meets the requirements of the Division's policy for use of these funds and will be used for the listed project at the specified location. Project # 11-88-03

User Fee Overage - In accordance with NRS 407.0762, referencing the use of monies collected for maintenance of state parks, the following request is being submitted for approval.

4604 Funds - In accordance with NRS 407.0763, referencing the use of monies collected for maintenance of state park facilities and grounds, the following request is being submitted approval.

Project Name: Sewer lift station repair Estimated Cost: \$3,472.92
Park Name: Big Bend SRA Estimated Completion Date: 5/30/11

Brief project description and justification:

Replace/rebuild a failed 3" check valve in the sewer lift station and replace assorted plumbing fittings as necessary. Currently the effluent is not being pumped up on the #1 pump to a level that it can be carried into the Laughlin sewer system which services the park. If there is a problem on the alternating pump, it could lead to backup or system failure. Project is deemed an emergency due to hydrogen sulphide gas buildup that exceeds Clark Co. Water Reclamation District limits.

This request amends the original request due to unexpected additional plumbing parts that were discovered to be bad and needed replaced. Project was completed 5/3/11. Adds \$472.92 to project. KH

Approved By *Dave Morrow* Date 5/10/2011
 Administrator

Approved By *Leo Drozdoff* Date 5/12/11
 DCNR Director

cc: Regional Manager
Regional Facility Supervisor
Accounting
Chief of Planning & Development
File & Reader Copy

RECEIVED

MAY 10 2011

State Parks

Nevada Division of State Parks
4604/4605 FUND REQUEST

Date 5/9/11

TO: Russ Dapsauski , Regional Manager *RAD 5/10/11*
Kirsten Hettrick , Administrative Services Officer *KH*
Mark Davis , Chief of Planning & Development *MD*
Steve Weaver , Deputy Administrator *SW*
Dave Morrow , Administrator *DM*
Leo Drozdoff , DCNR Director

THROUGH: Joy Elwood , Administrative Assistant II *J.E.*
Kim Copeland , Accounting Technician *KC*

FROM: Kelly Kolhoss , Facility Supervisor III

Please mark suggested funding source. Once approved, all proper purchasing and contracting procedures must be made.

- Utility Surcharge - In accordance with NRS 407.0762 and NRS 407.0765, referring to monies collected for repair, operation and maintenance of sewer, water and electrical systems within state parks, the following request is being submitted for approval. This request meets the requirements of the Division's policy for use of these funds and will be used for the listed project at the specified location. Project # 11-88-03
- User Fee Overage - In accordance with NRS 407.0762, referencing the use of monies collected for maintenance of state parks, the following request is being submitted for approval.
- 4604 Funds - In accordance with NRS 407.0763, referencing the use of monies collected for maintenance of state park facilities and grounds, the following request is being submitted approval.

Project Name: Sewer lift station repair Estimated Cost: \$3,472.92
 Park Name: Big Bend SRA Estimated Completion Date: 5/30/11
 Brief project description and justification:

Replace/rebuild a failed 3" check valve in the sewer lift station and replace assorted plumbing fittings as necessary. Currently the effluent is not being pumped up on the #1 pump to a level that it can be carried into the Laughlin sewer system which services the park. If there is a problem on the alternating pump, it could lead to backup or system failure. Project is deemed an emergency due to hydrogen sulphide gas buildup that exceeds Clark Co. Water Reclamation District limits.

This request amends the original request due to unexpected additional plumbing parts that were discovered to be bad and needed replaced. Project was completed 5/3/11. Adds \$472.92 to project. KH

Approved By *Dave Morrow* Date 5/10/2011
 Administrator

Approved By *Leo Drozdoff* Date 5/12/11
 DCNR Director

cc: Regional Manager
 Regional Facility Supervisor
 Accounting
 Chief of Planning & Development
 File & Reader Copy

**Nevada Division of State Parks
4604/4605 FUND REQUEST**

Date 7/26/11

TO: Russ Dapsauski, Regional Manager
Kirsten Hettrick, Administrative Services Officer *KH*
Mark Davis, Chief of Planning & Development *MD*
Eric Johnson, Deputy Administrator
Dave Morrow, Administrator *DM 7/24/11*
Leo Drozdoff, DCNR Director

THROUGH: Joy Elwood, Administrative Assistant II *JE*
Kim Copeland, Accounting Technician *KC*

FROM: Kelly Kolhoss, Facility Supervisor III

Please mark suggested funding source. Once approved, all proper purchasing and contracting procedures must be made.

- Utility Surcharge** – In accordance with NRS 407.0762 and NRS 407.0765, referring to monies collected for repair, operation and maintenance of sewer, water and electrical systems within state parks, the following request is being submitted for approval. This request meets the requirements of the Division's policy for use of these funds and will be used for the listed project at the specified location. Project # 1st BB:02 = \$1100.00
- User Fee Overage** – In accordance with NRS 407.0762, referencing the use of monies collected for maintenance of state parks, the following request is being submitted for approval. 8900.00
- 4604 Funds** - In accordance with NRS 407.0763, referencing the use of monies collected for maintenance of state park facilities and grounds, the following request is being submitted approval.

Project Name: Sewer Lift Station Service Contract **Estimated Cost:** \$10,000.00
Park Name: Big Bend of the Colorado State Recreation Area **Estimated Completion Date:** 6/30/13

Brief project description and justification:

The current contract dollar amount is nearly exhausted from unanticipated repair costs of the sewer lift station in the last year. The requested additional money would hopefully cover any service/repair costs for the length of the current contract time period. We are attempting to diagnose a problem now with the auto pump start that may require a contractor.

To protect both staff and public health, any issues with the system must be addressed immediately. Clark Co. Water Reclamation District also monitors hydrogen sulphide gas output of our system as we pump into their community system; the state could be fined for excessive levels of this gas. Staff is not equipped or trained to enter these hazardous confined spaces.

Big Bend currently has \$1,100 in utility surcharge for use. I am requesting the remaining \$8,900.00 from user fee overage.

Reliable Pump Inc.
 Approved By [Signature] Date 7/28/11
 Administrator

Approved By [Signature] Date 7/27/11
 DCNR Director

cc: Regional Manager
 Regional Facility Supervisor
 Accounting
 Chief of Planning & Development
 File & Reader Copy

AMENDMENT #1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Department of Conservation and Natural Resources
Las Vegas Region of State Parks
4747 Vegas Drive
Las Vegas, NV 89108
Phone: (702) 486-5126 Fax: (702) 486-5186

And

Reliable Pump, Inc.
dba Reliable Pump and Motor
4108 W. Bell Rd
Las Vegas, NV 89118
Phone: (702) 243-5116

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract dated November 23, 2010, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. Additional funding to be added to the contract:

Current Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$5,000.00 with the total Contract not to exceed \$5,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of \$9,999.00 with the total Contract not to exceed \$9,999.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Bill Steen 4-19-11
Independent Contractor's Signature Date

ACCOUNT MGR.
Independent Contractor's Title

K. Kolbe 4/19/11
Signature Date

Park or Facility Supervisor

Russ Pappas 4/19/11
Signature Date

Regional Manager

K. Conrad 5/19/11 for KH
Signature Date

Administrative Services Officer II

J. Keith Wan 5/19/11
Signature Date

Administrator or designee

Approved as to form by: Matthew M...
Deputy Attorney General for Attorney General

On 5/20/11
(Date)

[Signature] for Andrew K. Clinger
Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On 6/8/11
(Date)



Reliable Pump, Inc.
 P. O. Box 31115
 Las Vegas, NV 89173
 (702) 243-5116 FAX 240-9319

Estimate

Date	Estimate #
4/11/2011	3695

Name / Address
Nevada State Parks 4747 Vegas Drive Las Vegas, NV 89108

P.O. No.	Terms	FOB
	Net 30	

Description	Qty	Cost	Total
ESTIMATE FOR REPLACEMENT OF LEAKING VALVE IN SEWAGE LIFT STATION			
Since the valve type is unknown technicians will bring several types of valves in order to attempt to match the correct valve. This will save the added cost of an exploratory trip and confined space entry to try and identify the valve.			
Labor including drive time for 3 tech's at 8 hours each to perform confined space entry to install new valve and gaskets	24	95.00	2,280.00
New 3" valve (type currently unknown, will bring multiple valve types)	1	1,000.00	1,000.00
Misc. parts needed for valve repair (pipe, fittings)	1	75.00	75.00
New gaskets	2	21.00	42.00
Crane fee	1	50.00	50.00
Confined space entry fee	1	475.00	475.00
Freight for parts	1	75.00	75.00

UPON APPROVAL-SIGNATURE & TITLE REQUIRED.FAX BACK TO 240-9319.ESTIMATE VALID FOR 30 DAYS.

Subtotal
Sales Tax (0.0%)
Total

Upon approval sign at bottom and fax to RPM.
 Estimate expires 30 days from date shown above.
 Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

10% late fee on all past due invoices.
 5% monthly finance charge on all invoices 30 days past due. Customer will be responsible for any collection fees.

Signature _____

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: **12602**

Agency Name: DIVISION OF WATER RESOURCES	Legal Entity Name: U.S. Geological Survey
Agency Code: 705	Contractor Name: U.S. Geological Survey
Appropriation Unit: 4157 - All Categories	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.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/26/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **Yes**

If "Yes", please explain

Documents necessary for the processing of this Joint Funding Agreement were received from Newmont Mining Corporation August 26, 2011. The entire cost of this project is borne by Newmont Mining Corporation.
--

3. Termination Date: **06/30/2013**Contract term: **1 year and 278 days**4. Type of contract: **Contract**Contract description: **JFA Maggie Creek**

5. Purpose of contract:

This is a new contract for the operation and maintenance of a streamflow gaging station on Maggie Creek and a crest stage gage on Simon Creek. Discharge data are collected, reviewed and made available in the annual publication "Water Resources Data - Nevada" and upon request.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$57,800.00**

Payment for services will be made at the rate of \$7,225.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a program monitoring streamflow discharge for Maggie and Simon Creeks for possible impact from activities of major water users in the area.

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: **Not Applicable**

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	08/29/2011 11:06:35 AM
Division Approval	bkordono	08/29/2011 11:06:38 AM
Department Approval	bkordono	08/29/2011 11:06:43 AM
Contract Manager Approval	bkordono	08/30/2011 14:19:09 PM
Budget Analyst Approval	jrodrig9	09/14/2011 13:50:59 PM
Team Lead Approval	cwatson	09/20/2011 14:40:36 PM
BOE Agenda Approval	cwatson	09/20/2011 14:40:41 PM
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
UPPER MAGGIE CREEK MONITORING PROGRAM

DATE: August 26, 2011

Accompanying this memorandum are the Joint Funding Agreement (JFA) and associated documents for the Upper Maggie Creek Monitoring Program for state fiscal years 2012-2013. The contract start date for the JFA is July 1, 2011. The Division apologizes for the delay in the submitting of the forms. Documents necessary for the processing of the JFA were received from Newmont Mining Corporation August 26, 2011. The entire cost of this project is borne by Newmont Mining Corporation. The budget account for this funding is 4157, category 10.

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: **12618**

Agency Name: **FORESTRY DIVISION**

Agency Code: **706**

Appropriation Unit: **4195-00**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Nevada Division of Wildlife**

Contractor Name: **Nevada Division of Wildlife**

Address: **1100 Valley Road**

City/State/Zip: **Reno, NV 89512**

Contact/Phone: **null775-688-1500**

Vendor No.:

NV Business ID: **Govenmental Agency**

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 %

Agency Reference #: **NDF12-004**

2. Contract start date:

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

Anticipated BOE meeting date: **10/2011**

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: **Interlocal Agreement**

Contract description: **Cost share agreement**

5. Purpose of contract:

This is a new interlocal agreement to establish a working agreement between the Nevada Division of Forestry and the Nevada Department of Wildlife to share pilots and maintenance personnel between agencies to better accomplish the agencies' state mission.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: **Payment of actual costs will be made on a quarterly basis.**

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Wildlife (NDOW) has a limited number of pilots available and mandated flight requirements. In order for NDOW to carry out its mission it is necessary for the Nevada Division of Forestry's (NDF's) pilot to assist with flying designated operations. NDOW also does not have an aircraft mechanic on staff so to help keep costs down, NDOW will utilize NDF's aircraft mechanic when available.

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

The pilot and aircraft mechanic in this contract are state employees.

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 an agreement between two 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:

The Nevada Division of Forestry and Nevada Department of Wildlife have entered into this type of agreement in the past, most recently June 2008 - June 2011. The employees' performance has been documented in evaluations and found to be satisfactory.

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

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

Not Applicable

14. The contractor is 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	09/01/2011 16:51:55 PM
Division Approval	ssisco	09/01/2011 16:51:58 PM
Department Approval	ssisco	09/01/2011 16:52:02 PM
Contract Manager Approval	ldunn	09/02/2011 14:11:39 PM
Budget Analyst Approval	cglover	09/12/2011 11:04:39 AM
Team Lead Approval	jteska	09/21/2011 14:24:18 PM
BOE Agenda Approval	jteska	09/21/2011 14:24:25 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 CONTRACT1. Contract Number: **12639**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3187-60**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Windsor Solutions, Inc.

Contractor Name: **Windsor Solutions, Inc.**Address: **4386 SW Macadam Ave, Suite 101**City/State/Zip: **Portland, OR 97239**

Contact/Phone: Simon Watson 503-675-7833

Vendor No.: T27010424

NV Business ID: NV20111356993

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

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

Agency Reference #: RFP #2011 DEP#12-009

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/11/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **3 years and 355 days**4. Type of contract: **Contract**Contract description: **Technical Support**

5. Purpose of contract:

This is a new contract to provide technical support for the National Environmental Information Exchange Network. The Exchange Network is the means by which states can share data with the U.S. Environmental Protection Agency and other partners.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$300,000.00**

Other basis for payment: Contractor will be paid at cost per level of service as outlined in the Contractor's Cost Proposal, dated 08/23/11.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Exchange network is the means by which States can share data with USEPA and other partners. USEPA has provided grant funds to enable the State to participate. This contract provides technical support to enable on-going development of data exchanges with USEPA.

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

The Division has a limited IT staff and the skills needed are very specialized.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 a competitive procurement process

d. Last bid date: 07/18/2011 Anticipated re-bid date: 05/01/2015

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:

NDEP had a contract with the vendor for the following periods:

3/05 - 01/10
06/06 - 12/07
05/10 - 06/11

The vendor's work 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:

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	lfleming	09/07/2011 08:11:24 AM
Division Approval	abasham	09/07/2011 09:06:55 AM
Department Approval	abasham	09/07/2011 09:07:02 AM
Contract Manager Approval	demme	09/15/2011 15:06:42 PM
DoIT Approval	lmuelle1	09/19/2011 07:21:58 AM
Budget Analyst Approval	jrodrig9	09/25/2011 15:34:40 PM
Team Lead Approval	cwatson	09/28/2011 11:50:59 AM
BOE Agenda Approval	cwatson	09/28/2011 11:51:04 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: **12623**

Agency Name: ENVIRONMENTAL PROTECTION	Legal Entity Name: ENVIRONMENTAL INCENTIVES LLC
Agency Code: 709	Contractor Name: ENVIRONMENTAL INCENTIVES LLC
Appropriation Unit: 3193-06	Address: 3351 LAKE TAHOE BLVD STE 2
Is budget authority available?: Yes	City/State/Zip: SOUTH LAKE TAHOE, CA 96150-7920
If "No" please explain: Not Applicable	Contact/Phone: null530/541-2980
	Vendor No.: T27025311
	NV Business ID: NV20101203250
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

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

Agency Reference #: **DEP 12-008**

2. Contract start date:

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

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2013**

Contract term: **1 year and 182 days**

4. Type of contract: **Contract**

Contract description: **Stormwater Tool**

5. Purpose of contract:

This is a new contract to develop a web-based platform that combines the functions of existing, independent stormwater tool and associated databases, forms and reports, thereby minimizing the administrative burden of urban stormwater jurisdictions participating in the Lake Tahoe Clarity Crediting Program

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$82,000.00**

Other basis for payment: **Billing will be submitted quarterly, based on work completed.**

II. JUSTIFICATION

7. What conditions require that this work be done?

Clean Water Act, Section 303(d) and 40 CFR 130.7 require that States develop total maximum daily loads (TMDLs) for impaired waters. The U.S. Environmental Protection Agency provides CWA Section 106 funds to Nevada to implement the TMDL program.

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

NDEP required additional expertise to develop the Lake Tahoe Clarity Crediting Program (a tool that will assist the local jurisdictions in implementing the Lake Tahoe TMDLs).

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 #: 110810

Approval Date: 08/23/2011

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

This contractor has the expertise to complete the project.

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2010 to Present, Nevada Division of Environmental Protection, 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	lfleming	09/02/2011 15:42:14 PM
Division Approval	ksertic	09/02/2011 15:48:29 PM
Department Approval	ksertic	09/02/2011 15:48:34 PM
Contract Manager Approval	sneudaue	09/06/2011 07:33:14 AM
DoIT Approval	lmuelle1	09/06/2011 15:40:00 PM
Budget Analyst Approval	jrodrig9	09/14/2011 16:04:23 PM
Team Lead Approval	cwatson	09/20/2011 14:28:20 PM
BOE Agenda Approval	cwatson	09/20/2011 14:28:25 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:
110810

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:

Jason Kuchnicki
Environmental Scientist IV
Bureau of Water Quality Planning
Division of Environmental Protection
Ph:687-9450; email: jkuch@ndep.nv.gov

Sondra L. Neudauer
Contract Manager
Ph: 775-687-9452; email: sneudauer@ndep.nv.gov

- b. Vendor contact information:

Jeremy Sokulsky, PE, MBA - *President*
Environmental Incentives, LLC – NV Lic #NV20101203250
3351 Lake Tahoe Blvd, Ste 2
South Lake Tahoe, CA 96150
[o] 530.541.2980
[m] 650.283.7997
[e] jsokulsky@enviroincentives.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:

Since 2005, the Nevada Division of Environmental Protection (NDEP) has worked with the Lahontan Regional Water Quality Control Board, Tahoe Regional Planning Agency and numerous other local, state and federal agencies to develop the Lake Tahoe Total Maximum Daily Load (TMDL), which defines the pollutants that are degrading Lake Tahoe, identifies their general sources, and sets an overall strategy for restoring Lake Tahoe's famed clarity.

The Lake Clarity Crediting Program (Crediting Program) is the overarching program in which municipalities and departments of transportation (collectively referred to as jurisdictions) will participate to implement the TMDL. The Crediting Program incentivizes and standardizes the procedures for jurisdictions to use a suite of stormwater tools to: (1) identify and prioritize the most effective opportunities to reduce the amount of these pollutants from entering Lake Tahoe; (2) estimate and document expected pollutant load reductions resulting from implementation of on-the-ground actions; and (3) report ongoing effectiveness of operations.

Best Management Practice Rapid Assessment Methodology (BMP RAM); (3) Road Rapid Assessment Methodology (Road RAM); and (4) TMDL Accounting and Tracking Tool. By necessity, these tools were developed independently due to the inability to secure enough funding to develop them in a completely integrated fashion. Therefore, in their current formats each tool operates independently, requiring jurisdiction staff to enter similar—and often redundant—information into each unique tool.

Although the jurisdictions recognize the importance and utility of these tools, the redundant and disintegrated nature of the tools presents a significant barrier toward acceptance of the tools. With strained resources compounding jurisdictions' abilities to devote additional resources to stormwater management, the disintegration of these tools presents a real and immediate challenge to the implementation of the Crediting Program, as well as the TMDL overall. **To address this problem, this project will develop a single Integrated Tahoe Stormwater Tool that combines the functions of the Accounting and Tracking Tool, BMP RAM and Road RAM, enables direct uploads of PLRM outputs, and automatically populates Crediting Program forms and standard reports.**

Building from the existing stormwater tools, the Integrated Tahoe Stormwater Tool will:

- Create a single web-based application that will integrate concepts and data from each of these unique tools and will significantly reduce or completely eliminate redundant data entry. The application will also generate outputs necessary to complete certain requirements of annual stormwater reports.
- Align the data fields for each existing tool so that the information required for all functions will be consistent and any necessary translation will occur dynamically within the application.
- Define clear data fields and a data upload processes so that jurisdictions can manage information using their existing asset management databases and submit consistent information to the Integrated Tahoe Stormwater Tool.
- Enable TMDL administrators, program managers and staff to generate reports showing progress by catchment, jurisdiction, state, or basin-wide.
- Enable TMDL administrators to efficiently monitor the completeness of information submitted by jurisdictions, award credits, and support adaptive management by developing reports that compare credits to load reductions and TMDL milestones.

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

Unique qualifications include:

1. Proposed Vendor was the primary developer of the Lake Clarity Crediting Program, the unifying program that integrates all of the tools. Furthermore, the Proposed Vendor is currently contracted with NDEP and the Lahontan Water Board to support jurisdictions with testing and training of the Crediting Program protocols including operation of the existing stormwater water tools. The Proposed Vendor is therefore uniquely qualified to ensure this work is carried out in a coordinated manner and reflects and addresses jurisdictions comments on the existing suite of tools.
2. Proposed Vendor was directly involved and played integral role in the development of the BMP RAM, Road RAM, and Accounting & Tracking Tool. Proposed Vendor's detailed and first-hand understanding of the interactions between the Crediting Program and each of the stormwater tools will ensure ultimate alignment and efficiency in development of the Integrated Tahoe Stormwater Tool.
3. During existing contracts with NDEP and previous contracts with partners, Proposed Vendor has provided excellent work in leading each of the jurisdictions through a more than yearlong, hands-on "beta-test" of the Crediting Program and each of the stormwater tools. As such, Proposed Vendor has intricate and direct knowledge of the problems, issues and social/economic/political factors that jurisdictions face in using the Crediting Program and associated stormwater tools, as well as first-hand knowledge of errors and challenges in the individual tools.

Proposed Vendor has entered into a \$60,000 contract with the Lahontan Water Board who is also contributing funding to carry out the work described. Because they were the developers of the Lake Clarity Crediting Program, EI possesses the unique and intimate knowledge necessary to support lead this stormwater tools integration effort in a coordinated manner which ensures that jurisdiction feedback is addressed and reflected in the final product. The Crediting Program establishes a set of highly-nuanced protocols and processes that integrate these specialized and one-of-a-kind stormwater tools. As the developers of the Crediting Program, Proposed Vendor is best suited to lead this effort to ensure programmatic integration between and amongst all of the tools. Proposed Vendor's knowledge of specific issues with the stormwater tools themselves will enable immediate, rapid and efficient development of the Integrated Tahoe Stormwater Tool. Moreover, Proposed Vendor has the direct knowledge of factors that may impede jurisdiction adoption of these tools through excellent work performed through existing contract with NDEP.

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:

After more than a decade of research and expenditure of millions of dollars, the Lake Tahoe TMDL is quickly nearing full adoption in the Tahoe Basin. The implementation of the TMDL, however, relies heavily on the Crediting Program and the associated stormwater tools. NDEP has identified the greatest impediment to adoption and use of the existing is the confusion and administrative burden resulting from the disintegration of these tools.

Denying this request would disrupt important foundational work accomplished with stakeholders, who were informed that NDEP and the Lahontan Water Board would work to address their feedback to improve and make the Crediting Program and associated tools more usable. Without this, support for participation in the Crediting Program and use of the stormwater tools would be significantly diminished. NDEP and the Lahontan Water Board have worked diligently to successfully secure the funding necessary to resolve the largest barrier to implementation of the Crediting Program. Therefore, the consequence of not approving this waiver would be to jeopardize and protract Lake Tahoe TMDL implementation. Ultimately, this would delay restoration of Lake Tahoe clarity according to the schedule that was adopted in the Lake Tahoe TMDL report and agreed to by multiple stakeholders.

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

This work builds off an existing scope and funding provided through the State of California, for which the Proposed Vendor has already been selected to perform the work. Because the contractor selected was the original developer of the Crediting Program and Handbook, it is doubtful that another contractor would be able to provide the requested services, however even if it were possible, it would require significant time and resources to bring them up to speed to perform the work and the products are unlikely to be as good of quality in comparison. Therefore, staff determined the most cost-effective approach to accomplish the work is to retain the proposed service provider.

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

Contract Coordinator, Contract Manager and Bureau Chief determined that the proposed price is both equitable and reasonable through best professional judgment in consideration of current vendor rates and costs to perform work of similar capacity. Additionally, the leveraging of existing knowledge and experience of Proposed Vendor will result in significant reduction in cost that would be necessary if competitively solicited.

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

a. New contract Y N Contract term: March 31, 2013. Maximum contract amount: \$82,000.

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

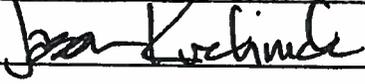
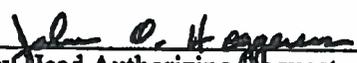
NDEP hereby requests approval for Environmental Incentives, LLC
 Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

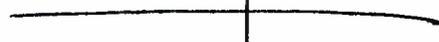
ORIGINAL

Signed:

X		8/10/11
	Agency Representative Initiating Request	Date
X	 For K.S.	8/10/11
	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.

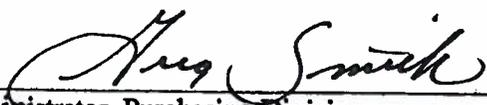
Signed:

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		8-23-11
	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: **12624**Agency Name: **ENVIRONMENTAL PROTECTION**Agency Code: **709**Appropriation Unit: **3193-06**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ENVIRONMENTAL INCENTIVES LLC**Contractor Name: **ENVIRONMENTAL INCENTIVES LLC**Address: **3351 LAKE TAHOE BLVD STE 2**City/State/Zip: **SOUTH LAKE TAHOE, CA 96150-7920**

Contact/Phone: null530/541-2980

Vendor No.: T27025311

NV Business ID: NV20101203250

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 #: DEP 11-031

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2014**Contract term: **3 years and 92 days**4. Type of contract: **Contract**Contract description: **Lake Tahoe Mgt syste**

5. Purpose of contract:

This is a new contract to maximize the return on the investment required to meet the Clarity Challenge by developing a system that will enable Lake Tahoe Total Maximum Daily Load (TMDL) implementation to be managed and operated through a continuous improvement and adaptive management framework. The project will fulfill the outstanding need to link together elements of implementation and accomplishments reporting; status and trends, effectiveness & implementation monitoring; research; and evaluation/assessment in a formalized, transparent and inclusive process with the purpose of informing management and policy decisions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$472,500.00**

Other basis for payment: Billing will be submitted quarterly, based on work completed.

II. JUSTIFICATION

7. What conditions require that this work be done?

Clean Water Act, Section 303(d) and 40 CFR 130.7 require that States develop total maximum daily loads (TMDLs) for impaired waters. The U.S. Environmental Protection Agency provides CWA Section 106 funds to Nevada to implement the TMDL program.

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

NDEP required additional expertise to develop the Lake Tahoe Clarity Crediting Program (a tool that will assist the local jurisdictions in implementing the Lake Tahoe TMDLs).

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 contractor was one of the proposals chosen by the RFP evaluation committee.

d. Last bid date: 10/01/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

2010 to Present, Nevada Division of Environmental Protection, 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	lfleming	09/02/2011 15:42:29 PM
Division Approval	ksertic	09/02/2011 15:51:30 PM
Department Approval	ksertic	09/02/2011 15:51:34 PM
Contract Manager Approval	sneudaue	09/06/2011 07:33:33 AM
DoIT Approval	lmuelle1	09/06/2011 15:40:37 PM
Budget Analyst Approval	jrodrig9	09/21/2011 19:45:30 PM
Team Lead Approval	cwatson	09/22/2011 09:41:14 AM
BOE Agenda Approval	cwatson	09/22/2011 09:41:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12418**

Agency Name: MANUFACTURED HOUSING DIV	Legal Entity Name: City of Winnemucca
Agency Code: 754	Contractor Name: City of Winnemucca
Appropriation Unit: 3814-04	Address: 90 West Fourth Street
Is budget authority available?: Yes	City/State/Zip: Winnemucca , NV 89445
If "No" please explain: Not Applicable	Contact/Phone: Sherrie Chaplin 775-623-6319
	Vendor No.:
	NV Business ID: N/A
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 % Costs will not be incurred by the State

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 274 days**

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

Contract description: **Inspections**

5. Purpose of contract:

This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within the City of Winnemucca.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,500.00**

Other basis for payment: The value of this contract is the estimated revenues the City of Winnemucca will collect over the term of the contract to equal approximately \$4,700 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the rural and remote nature of the City of Winnemucca it makes it difficult for the state inspectors to complete inspections located in this area in a timely manner. It is economically sound to let this city and their trained employees do the statutorily mandated inspections.

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

The division has offices in Carson City, Las Vegas and Elko. Regulations allow the Manufactured Housing Division to charge for time and travel, however it can be extremely costly because of the distance traveled and the consumers are required to pay the additional costs for the time and travel in order to bring an inspector from the office locations to the remote areas of the state.

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	sbarkdul	08/22/2011 12:35:28 PM
Division Approval	sbarkdul	08/22/2011 12:35:32 PM
Department Approval	jfarle1	09/01/2011 11:58:09 AM
Contract Manager Approval	sbarkdul	09/01/2011 12:00:57 PM
Budget Analyst Approval	kkolbe	09/06/2011 11:51:11 AM
Team Lead Approval	jmurph1	09/14/2011 10:28:32 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:28:36 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: **12419**

Agency Name: MANUFACTURED HOUSING DIV	Legal Entity Name: Humboldt County
Agency Code: 754	Contractor Name: Humboldt County
Appropriation Unit: 3814-04	Address: 25 W Fourth Street
Is budget authority available?: Yes	City/State/Zip: Winnemucca, NV 89445
If "No" please explain: Not Applicable	Contact/Phone: Bobby Thomas 775-623-6322
	Vendor No.:
	NV Business ID: N/A
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 % Costs will not be incurred by the State

2. Contract start date:

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

Anticipated BOE meeting date: 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 274 days**

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

Contract description: **Inspections**

5. Purpose of contract:

This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within Humboldt County.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$85,000.00**

Other basis for payment: The value of this contract is the estimated revenues that Humboldt County will collect over the term of the contract to equal approximately \$17,000 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the rural and remote nature of Humboldt County it makes it difficult for the state inspectors to complete inspections located in this area in a timely manner. It is economically sound to let this county and their trained employees do the statutorily mandated inspections.

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

The division has offices in Carson City, Las Vegas and Elko. Regulations allow the Manufactured Housing Division to charge for time and travel, however it can be extremely costly because of the distance traveled and the consumers are required to pay the additional costs for the time and travel in order to bring an inspector from the office locations to the remote areas of the state.

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	sbarkdul	08/22/2011 12:36:23 PM
Division Approval	sbarkdul	08/22/2011 12:36:26 PM
Department Approval	jfarle1	09/01/2011 11:58:33 AM
Contract Manager Approval	sbarkdul	09/01/2011 12:01:13 PM
Budget Analyst Approval	kkolbe	09/06/2011 11:56:22 AM
Team Lead Approval	jmurph1	09/14/2011 10:27:17 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:27:20 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12416**

Agency Name: MANUFACTURED HOUSING DIV	Legal Entity Name: Lander County Building Department
Agency Code: 754	Contractor Name: Lander County Building Department
Appropriation Unit: 3814-04	Address: 315 S Humboldt St
Is budget authority available?: Yes	City/State/Zip: Battle Mountain, NV 89820
If "No" please explain: Not Applicable	Contact/Phone: Joe Lindsey 775-635-2885
	Vendor No.:
	NV Business ID: N/A
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 % Costs will not be incurred by the State

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **4 years and 274 days**

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

Contract description: **Inspections**

5. Purpose of contract:

This is a new interlocal agreement to allow the inspection and testing of manufactured homes and commercial coaches within Lander County.

6. NEW CONTRACT

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

Other basis for payment: The value of this contract is the estimated revenues that Lander County will collect over the term of the contract to equal approximately \$6,500 per fiscal year.

II. JUSTIFICATION

7. What conditions require that this work be done?

Due to the rural and remote nature of Lander County it makes it difficult for the state inspectors to complete inspections located in this area in a timely manner. It is economically sound to let this county and their trained employees do the statutorily mandated inspections.

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

The division has offices in Carson City, Las Vegas and Elko. Regulations allow the Manufactured Housing Division to charge for time and travel, however it can be extremely costly because of the distance traveled and the consumers are required to pay the additional costs for the time and travel in order to bring an inspector from the office locations to the remote areas of the state.

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	sbarkdul	09/01/2011 10:38:29 AM
Division Approval	sbarkdul	09/01/2011 10:38:34 AM
Department Approval	jfarle1	09/01/2011 11:57:45 AM
Contract Manager Approval	sbarkdul	09/01/2011 12:00:46 PM
Budget Analyst Approval	kkolbe	09/06/2011 11:55:09 AM
Team Lead Approval	jmurph1	09/14/2011 10:25:54 AM
BOE Agenda Approval	jmurph1	09/14/2011 10:25:58 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 CONTRACT1. Contract Number: **12654**

Agency Name: DEPARTMENT OF TRANSPORTATION	Legal Entity Name: Office of Traffic Safety
Agency Code: 800	Contractor Name: Office of Traffic Safety
Appropriation Unit: 4660-16	Address: 555 Wright Way
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89711
If "No" please explain: Not Applicable	Contact/Phone: Traci Pearl 7756847482
	Vendor No.:
	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.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	95.00 %	Bonds	0.00 %
X Highway Funds	5.00 %	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 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2012**Contract term: **1 year**4. Type of contract: **Interlocal Agreement**Contract description: **Safety Plan**

5. Purpose of contract:

This is a new interlocal agreement to provide support data and other information which will continue the statewide paid media enhancement, Prevent All Crashes Every Day (PACE) for the youth safety driving program; provide pedestrian safety education and awareness; and expand the high visibility enforcement at high crash intersections.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$900,000.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

23 USC ? 104(b)(5) authorizes the Secretary of Transportation to apportion funds for the Highway Safety Improvement Program (HSIP). Pursuant to 23 USC ? 148(e), the State may implement a Strategic Highway Safety Plan (SHSP) as part of its HSIP targeted at the state?s most serious road transportation safety problems; and allows states to flex ten percent (10%) of those funds for non-infrastructure activities.

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

23 USC ? 148(c)(2) are (1) to develop a statewide-coordinated safety plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads; (2) to develop the safety plan in coordination with local, State, Federal, and private sector safety stakeholders; (3) to ensure the plan is a data-driven, four to five year comprehensive plan that establishes statewide goals, objectives, and key emphasis areas, and integrates the four E?s ? engineering, education, enforcement, and emergency medical services; and (4) to allow all highway safety programs in the State to work together in an effort to align and leverage its resources; herein after called the PROJECT.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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	mstewa10	09/08/2011 08:45:42 AM
Division Approval	mstewa10	09/08/2011 08:45:47 AM
Department Approval	mstewa10	09/08/2011 08:45:49 AM
Contract Manager Approval	mstewa10	09/08/2011 08:45:52 AM
Budget Analyst Approval	cwatson	09/20/2011 15:26:14 PM
Team Lead Approval	cwatson	09/20/2011 15:26:18 PM
BOE Agenda Approval	cwatson	09/20/2011 15:26:22 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12674**

Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: QAS SYSTEMS LTD
Agency Code: 810	Contractor Name: QAS SYSTEMS LTD
Appropriation Unit: 4711-26	Address: QAS
Is budget authority available?: Yes	City/State/Zip: 1 MEMORIAL DR STE 800
If "No" please explain: Not Applicable	Contact/Phone: 11/01/2011
	Vendor No.: 11/01/2011
	NV Business ID: 11/01/2011
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 %
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 **11/01/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Address Verification**

5. Purpose of contract:

This a new contract to provide the annual maintenance for an existing DMV address/verification system that validates and formats addresses in accordance with the United States Parcel Service. This contract also includes an enhancement to allow customers to verify their address in any Nevada DMV public facing web application.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$207,891.32**

II. JUSTIFICATION

7. What conditions require that this work be done?

It is necessary for the DMV to record accurate addresses in its data system to perform regular business functions effectively and efficiently. This software provides the DMV a solution to data entry errors and extra costs associated with corrections and additional mailings.

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 expertise or the resources to dedicate to programming an application such as this to function in the manner that this product is designed to. Additionally the state lacks the staff to provide necessary updates and technical support to keep the data current.

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 recieved the highest overall score by the evaluation committee at the time of the RFP. The software was purchased by DMV on RFP 1560, this contract is for the on going maintenance that is proprietary to this vendor/product.

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 contracted with DMV-Service has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	09/15/2011 14:10:19 PM
Division Approval	cmunoz	09/15/2011 14:10:21 PM
Department Approval	dcook	09/15/2011 15:19:06 PM
Contract Manager Approval	hazevedo	09/15/2011 16:07:05 PM
Budget Analyst Approval	cwatson	09/16/2011 12:48:27 PM
Team Lead Approval	cwatson	09/16/2011 12:48:52 PM
BOE Agenda Approval	cwatson	09/16/2011 12:48:56 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: **12615**

Agency Name: DEPT OF MOTOR VEHICLES	Legal Entity Name: CLARK, COUNTY OF
Agency Code: 810	Contractor Name: CLARK, COUNTY OF
Appropriation Unit: 4722-25	Address: CLARK CO DEPT OF AIR QUALITY 500 S GRAND CENTRAL PKWY
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89155-5010
If "No" please explain: Not Applicable	Contact/Phone: null702/455-1649
	Vendor No.: T81026920AF
	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 % Pollution Control Fees

2. Contract start date:

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

Anticipated BOE meeting date: 10/2011

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: **Interlocal Agreement**

Contract description: **Air Quality Programs**

5. Purpose of contract:

This is a new interlocal agreement to address air quality related issues in the Las Vegas non-attainment area to include but not limited for: development and maintenance of a perpetual emissions inventory for criteria and hazardous pollutants; development of a Particulate Matter (PM10) redesignation request and maintenance plan; continued monitoring of Carbon Monoxide (CO); development of an Ozone redesignation request and maintenance plan; and the continuance of public outreach information and voluntary participatory programs promoting clean air initiatives.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$920,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 445B.830, Authorizes the State to award grants to agencies for programs related to the improvement of the quality of air.

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

No State Emploeyss available.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty text box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

Yes If "Yes", please explain

Clark County is a governmental entity.

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

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

Grants awarded in previous fiscal years.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	csthil	09/01/2011 11:18:11 AM
Division Approval	csthil	09/01/2011 11:18:21 AM
Department Approval	dcook	09/01/2011 12:05:03 PM
Contract Manager Approval	hazevedo	09/06/2011 17:02:55 PM
Budget Analyst Approval	cwatson	09/16/2011 08:24:03 AM
Team Lead Approval	cwatson	09/16/2011 08:24:10 AM
BOE Agenda Approval	cwatson	09/16/2011 08:24:15 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12589**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: ANYTIME PLUMBING INC DBA ABES

Contractor Name: **ANYTIME PLUMBING INC DBA ABES**Address: **PLUMBING AIR REPAIR FAST WATER
4690 W POST RD STE 130**City/State/Zip: **LAS VEGAS, NV 89118-4345**

Contact/Phone: Keith Jaster 702/362-9300

Vendor No.: T80725910A

NV Business ID: NV19991205584

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 %	<input checked="" type="checkbox"/> Other funding	100.00 % Business Enterprises of Nevada

Agency Reference #: 1676-15-BEN

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2015**Contract term: **4 years and 31 days**4. Type of contract: **Contract**Contract description: **Plumbing Services**

5. Purpose of contract:

This is a new contract to provide regular and emergency plumbing, installations, repairs and maintenance services for all needed projects at all Southern Nevada Business Enterprises of Nevada locations in Clark County Nevada, including the three sites at the Hoover Dam.

6. NEW CONTRACT

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

Other basis for payment: Contractor will provide the services specified in paragraph five (5) at a cost \$84.95/hr for drain or plumbing problem, 24 hours per day, 7 days per week plus parts; \$175/hr for Hydro-Jetter one-time service with a 2 hour minimum; \$250/hr up to 2 hours for sewer camera with an additional \$125/hr exceeding the first 2 hours; \$325/hr up to 2 hours for camera/locator with an additional \$125/hr exceeding the first 2 hours; \$250/hr up to 2 hours for leak and line detection equipment with an additional \$125/hr exceeding the first two hours; \$85 per backflow device; and \$49.95 for technician to determine problems with heating and air conditioning. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted parking receipts only. A trip charge will be reimbursed at the State rate not to exceed \$30 per round trip to the Hoover Dam sites with total not to exceed \$50,000 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Business Enterprises of Nevada program has on-going needs for plumbing services at various sites in Southern Nevada. These services are required for the health and safety of customers and staff.

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

State personnel 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 vendor was one of two that responded. Contracts are being awarded to both vendors to form a pool of vendors.

d. Last bid date: 07/20/2011 Anticipated re-bid date: 07/20/2015

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:

This contractor has been under contract with the Department of Employment, Training and Rehabilitation since 2010 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	08/30/2011 13:17:52 PM
Division Approval	mcol1	09/12/2011 09:21:27 AM
Department Approval	tnash	09/13/2011 16:17:17 PM
Contract Manager Approval	bfor1	09/16/2011 08:31:32 AM
Budget Analyst Approval	knielsen	09/19/2011 16:12:17 PM
Team Lead Approval	cwatson	09/20/2011 14:24:02 PM
BOE Agenda Approval	cwatson	09/20/2011 14:24:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12500**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: COMPLETE ELECTRIC LLC
Agency Code: 901	Contractor Name: COMPLETE ELECTRIC LLC
Appropriation Unit: 3253-10	Address: 9425 DOUBLE R BLVD STE F
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89521-5928
If "No" please explain: Not Applicable	Contact/Phone: completeelectric@charter.net 775-852-1361
	Vendor No.: T27025181
	NV Business ID: NV20061717795

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 #: **1669-13-BEN**

2. Contract start date:

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

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **2 years**

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 \$65/hr. Monday through Friday, 7:00 a.m. to 5:00 p.m and \$97.50/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:

[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 four that responded and contracts are being awarded to all four 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 has been under contract with the Department of Employment, Training and Rehabilitation since June 2010 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:

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	tmyler	07/28/2011 15:08:08 PM
Division Approval	mcol1	08/10/2011 17:32:39 PM
Department Approval	tnash	08/19/2011 12:56:12 PM
Contract Manager Approval	bfor1	08/19/2011 12:57:40 PM
Budget Analyst Approval	knielsen	08/30/2011 07:59:31 AM
Team Lead Approval	cwatson	09/16/2011 08:16:12 AM
BOE Agenda Approval	cwatson	09/16/2011 08:16:18 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV5816	Amendment Number: 26
Agency Name: REHABILITATION DIVISION	Legal Entity Name: Fleet & Industrial Supply Cent
Agency Code: 901	Contractor Name: Fleet & Industrial Supply Center
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? **2009-2013**

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 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 **10/2011**

Retroactive? **Yes**

If "Yes", please explain

This amendment was the result of the Navy to exercise Option Year Three from 1 October 2011 through 30 September 2012, add CBA Amendment, add FAR clause 52.2212-18 and increase the contract amount from \$2,561,901.79 to \$3,398,133.79. 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: **4 years**

4. Type of contract: **Revenue Contract**

Contract description: **Food Preparation & Serving Equipment**

5. Purpose of contract:

This is the twenty-sixth amendment to the original contract, which provides full food service support at the Naval Air Station in Fallon, Nevada. This amendment is to to exercise Option Year Three for the period of performance from October 1, 2011 through September 30, 2012; incorporate Collective Bargaining Agreement amendment; add Availability of Funds clause; and increase the maximum amount from \$2,561,901.79 to \$3,398,133.79 for the term of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$836,400.00
2. Total amount of any previous contract amendments:	\$1,725,501.79
3. Amount of current contract amendment:	\$836,232.00
4. New maximum contract amount:	\$3,398,133.79
and/or the termination date of the original contract has changed to:	09/30/2012

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	09/30/2011 09:50:54 AM
Division Approval	tnash	09/30/2011 09:55:51 AM
Department Approval	tnash	09/30/2011 09:55:55 AM
Contract Manager Approval	bfor1	09/30/2011 11:01:03 AM
Budget Analyst Approval	knielsen	09/30/2011 11:07:15 AM
Team Lead Approval	cwatson	09/30/2011 11:20:24 AM

OFFICE OF THE DIRECTOR
Operations Management



BRIAN SANDOVAL
Governor

DENNIS PEREA
Interim Director

BRENDA J. FORD
Ops Manager

MEMORANDUM

DATE: September 30, 2011
TO: Jeff Mohlenkamp, Clerk
Board of Examiners
FROM: Dennis Perea, Interim Director *Dennis Perea*
SUBJECT: RETROACTIVE REVENUE CONTRACT – Amendment #26
Fleet & Industrial Supply Center – San Diego Code 200

On behalf of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation, I respectfully request approval of the attached revenue contract amendment #26 with Fleet & Industrial Supply Center – San Diego Code 200, retroactive to October 1, 2011.

This amendment was the result of a request from the Navy signed on September 29, 2011, to exercise Option Year Three for the period of performance from 1 October 2011 through 30 September 2012, incorporate CBA Amendment and add FAR clause 52.2212-18 Availability of Funds clause and to increase the maximum amount from \$2,561,901.79 to \$3,398,133.79 for the term of the contract.

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.

Thank you for considering this request.

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: **12567**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: NELSON ELECTRIC COMPANY INC
Agency Code: 901	Contractor Name: NELSON ELECTRIC COMPANY INC
Appropriation Unit: 3253-10	Address: 1410 FREEPORT BLVD
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431-5942
If "No" please explain: Not Applicable	Contact/Phone: Lloyd Nelson 775/358-0643
	Vendor No.: PUR0004455
	NV Business ID: NV19781008753

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 #: **1668-13-BEN**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date **10/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2013**Contract term: **2 years and 31 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 Business Enterprises of Nevada 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: for Monday through Friday from 8:00 a.m. to 4:30 p.m. at the rate of \$78/hr-Electrical Designer; \$50/hr-Drafts Person; \$78.15/hr-General Foreman; \$72.55/hr-Foreman/Journeyman Electrician; \$55.75/hr-Apprentice Electrician; \$58/hr-Electronics Technician; \$82/hr-HVAC Technician. Any time over an eight hour day up to ten hours and Saturdays up to eight hours will be charged at 1 1/2 times the above rates. Any time over 10 hours on Saturdays, all day on Sundays and holidays will be charged at 2 times the above rates. Materials will be charged at cost plus tax plus 15% overhead and profit. Payment will be made upon approval of submitted invoice with the 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 contract with the State of Nevada Public Works Board in 2011 and with the Department of Employment, Training and Rehabilitation Division in 2011. 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:
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	08/18/2011 13:29:33 PM
Division Approval	mcol1	08/31/2011 15:01:34 PM
Department Approval	tnash	09/07/2011 16:21:25 PM
Contract Manager Approval	bfor1	09/07/2011 16:22:01 PM
Budget Analyst Approval	knielsen	09/13/2011 13:35:35 PM
Team Lead Approval	cwatson	09/16/2011 08:25:53 AM
BOE Agenda Approval	cwatson	09/16/2011 08:25:57 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: **12587**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: WESTERN EXTERMINATOR COMPANY
Agency Code: 901	Contractor Name: WESTERN EXTERMINATOR COMPANY
Appropriation Unit: 3253-10	Address: 108 W WYOMING AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89102-2719
If "No" please explain: Not Applicable	Contact/Phone: RAY STRICKLAND 800/937-8398
	Vendor No.: PUR0000491B
	NV Business ID: NV19951057505

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 #: 1670-13-BEN

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2013**

Contract term: **2 years and 31 days**

4. Type of contract: **Contract**

Contract description: **Extermination Serv**

5. Purpose of contract:

This is a new contract to provide pest extermination services on a monthly and as needed basis as requested by the Business Enterprises of Nevada program staff at all Southern Nevada Business Enterprises of Nevada locations in Clark County Nevada, including the three sites at the Hoover Dam.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Contractor will provide the services specified in paragraph five (5): at a monthly cost of \$85 for Government Center Cafe; \$55 for Guns and Grubs Cafe; \$40 each for Department of Motor Vehicles (DMV) snack area at 2701 E. Sahara, DMV snack area at 7170 N. Decatur, DMV snack area at 8250 W. Flamingo, Hoover Dam Sky Cafe; and Hoover Dam Gift Shop; and \$15 for Hoover Dam Snack Bar. Additional site service to be completed upon Bureau request and approval of cost. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted parking receipts only. A trip charge will be reimbursed at the State rate not to exceed \$30 per round trip to the Hoover Dam sites. Payment will be made upon approval of submitted invoice with the contract total not to exceed \$15,000 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 extermination services at various food establishments. This service is required for the health and safety of customers and staff.

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?

Of the four vendors solicited, only two vendors submitted proposals. This vendor's proposal was determined by the evaluation committee to be in the best interest of the State.

d. Last bid date: 06/12/2011 Anticipated re-bid date: 06/12/2013

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 the Department of Employment, Training and Rehabilitation since 2007. 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	08/30/2011 13:15:30 PM
Division Approval	mcol1	09/12/2011 16:54:19 PM
Department Approval	tnash	09/13/2011 16:19:29 PM
Contract Manager Approval	bfor1	09/16/2011 08:20:32 AM
Budget Analyst Approval	knielsen	09/19/2011 16:20:12 PM
Team Lead Approval	cwatson	09/20/2011 14:22:50 PM
BOE Agenda Approval	cwatson	09/20/2011 14:22:55 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12614**

Agency Name: PUBLIC EMPLOYEES BENEFITS	Legal Entity Name: HEALTH CLAIM AUDITORS INC
Agency Code: 950	Contractor Name: HEALTH CLAIM AUDITORS INC
Appropriation Unit: 1338-10	Address: 1312 EUROPEAN DR
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89052-4017
If "No" please explain: Not Applicable	Contact/Phone: null702/617-4801
	Vendor No.: T81099650
	NV Business ID: NV19981303034
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 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % 33% Premium Revenue, 67% State Subsidy

2. Contract start date:

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

Anticipated BOE meeting date: 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2017**

Contract term: **6 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Health Plan Auditing**

5. Purpose of contract:

This is a new contract to provide health plan auditing services for the PEBP plan and its selected vendors.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,300,000.00**

Other basis for payment: Fixed cost per audit payable upon invoice after completion of audit.

II. JUSTIFICATION

7. What conditions require that this work be done?

Terms and conditions of PEBP vendor contracts require periodic audits to monitor compliance and performance.

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 experience or certifications to perform these audits.

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 is the incumbant vendor and has the most knowledge and experience with the PEBP plan and its Board. This vendor received the highest score from the evaluation committee and has been ratified by the PEBP Board.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Health Claim Auditors is PEBP's current health plan auditor. PEBP is very satisfied by the services provided.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jhager	09/06/2011 21:52:49 PM
Division Approval	jhager	09/06/2011 21:52:55 PM
Department Approval	mstron1	09/07/2011 09:28:32 AM
Contract Manager Approval	mstron1	09/07/2011 09:28:35 AM
Budget Analyst Approval	jstrandb	09/12/2011 13:08:36 PM
Team Lead Approval	jmurph1	09/12/2011 15:50:21 PM
BOE Agenda Approval	jmurph1	09/12/2011 15:50:25 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 CONTRACT1. Contract Number: **12653**Agency Name: **MASTER SERVICE AGREEMENTS**Agency Code: **MSA**Appropriation Unit: **9999 - All Categories**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FEDEX CORPORATE SERVICES, INC.**Contractor Name: **FEDEX CORPORATE SERVICES, INC.**Address: **PO BOX 1140**City/State/Zip: **MEMPHIS, TN 38101-1140**Contact/Phone: **LINDA FALCH 720-482-0405**Vendor No.: **T80058090**NV Business ID: **NV20001316427**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 #: 1913

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **08/27/2015**Contract term: **3 years and 331 days**4. Type of contract: **MSA**Contract description: **Small Pkg Shipping**

5. Purpose of contract:

This is a new Participating Addendum (PA) to the Western States Contracting Alliance (WSCA) contract MA 454 for door-to-door express small package air, expedited ground parcel/pouch, and international delivery services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: Payment for services will be made in accordance with the schedule included in the attached WSCA Original Contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State of Nevada requires daily shipping and receiving services of mail and packages to and from various locations. These services must be performed in a secure and efficient manner with known reliability of past performance, up-to-the-minute tracking ability, and the confidence that at least a minimum security level is maintained from the time a parcel or letter is received or sent, up to the point that it reaches its final destination.

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

The State of Nevada lacks the facilities and staff 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?

The evaluation committee made its selections based on the submitted proposals, which were evaluated in accordance with the established criteria.

d. Last bid date: 04/06/2007 Anticipated re-bid date: 03/02/2015

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:

This Contractor as been the primary vendor for small package shipping for the State of Nevada since 2005. Services have been satisfactory.

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

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

Not Applicable

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

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	09/07/2011 16:09:01 PM
Division Approval	kperondi	09/07/2011 16:09:05 PM
Department Approval	ktarter	09/08/2011 09:23:44 AM
Contract Manager Approval	mtroesch	09/08/2011 09:38:04 AM
Budget Analyst Approval	csawaya	09/16/2011 10:45:26 AM
Team Lead Approval	jmurph1	09/19/2011 11:56:30 AM
BOE Agenda Approval	jmurph1	09/19/2011 11:56:34 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12650**

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: TRANSCEND TRANSLATIONS DBA
Agency Code: MSA	Contractor Name: TRANSCEND TRANSLATIONS DBA
Appropriation Unit: 9999 - All Categories	Address: TRANSCEND
Is budget authority available?: Yes	2043 ANDERSON RD STE C
If "No" please explain: Not Applicable	City/State/Zip: DAVIS, CA 95616-0672
	Contact/Phone: Amy Abramson 530/756-5834
	Vendor No.: T32000374
	NV Business ID: NV20101474598
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 % Various

Agency Reference #: 1435

2. Contract start date:

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

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2013**

Contract term: **2 years and 31 days**

4. Type of contract: **MSA**

Contract description: **Translation services**

5. Purpose of contract:

This is a new contract to provide non-telephonic translation services, including print, web, and audio translation services for using agencies in need of those services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,999.99**

Other basis for payment: Payment for services will be at a rate per word depending on language utilized for direct document translation, or at a rate per hour for other services.

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 50 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:

b. Solicitation Waiver: **Not Applicable**

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

This vendor meets or exceeds all requirements and provides excellent value-added services.

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?

Yes If "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 previously under contract for document translation and has provided satisfactory services.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	09/07/2011 16:14:43 PM
Division Approval	kperondi	09/07/2011 16:14:59 PM
Department Approval	ktarter	09/08/2011 09:22:39 AM
Contract Manager Approval	mtroesch	09/08/2011 09:38:49 AM
Budget Analyst Approval	csawaya	09/16/2011 10:42:09 AM
Team Lead Approval	jmurph1	09/19/2011 11:54:21 AM
BOE Agenda Approval	jmurph1	09/19/2011 11:54:24 AM
BOE Final Approval	Pending	