

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

DATE AND TIME: November 8, 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 OCTOBER 11, 2011 BOARD OF EXAMINERS’ MEETING MINUTES**
- *3. **FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS**
 - A. **Department of Taxation – \$8,184,269.50**
- *4. **FOR POSSIBLE ACTION – VICTIMS OF CRIME 2012 1ST QUARTER REPORT AND FY 2012 2ND 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 2nd quarter of FY 2012.

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Office of the Governor – Agency for Nuclear Projects

Pursuant to Assembly Bill 240 of the 2011 Legislature and Chapter 0300 Sections 0322, 0323 and 0344 of the State Administrative Manual, the Agency for Nuclear Projects seeks approval to enter into a contract with the former Acting Executive Director/Planning Division Administrator of the Nevada agency for Nuclear Projects.

***6. 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 – \$25,000,000

The Nevada Department of Transportation (NDOT) is requesting approval to settle two eminent domain lawsuits with Wall Street Nevada, LLC and related persons and entities. Both suits involve the same property, consisting of 7.04 acres of undeveloped land in Las Vegas that is associated with NDOT’s Project Neon. This project will make improvements to I-15, U.S. 94, and surface streets to help traffic flow. NDOT and the landowners have been in settlement discussions since 2009 and have now jointly agreed to settle for \$25 million. If the Board approves the settlement, NDOT intends to seek participation of federal funds in the cost to acquire the property. NDOT has contacted the Federal Highway Administration to determine the amount of participation.

***7. 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 – Enterprise IT Services – Network Transport Services	1	\$39,236
Department of Public Safety – Highway Patrol	123	\$5,331,325
Department of Public Safety – Highway Patrol – Highway Safety Grants Account	1	\$23,401
Total:		\$5,393,962

***8. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT	
1.	Department of Cultural Affairs – Nevada Arts Council	Desert Inn Office Center, LLC	\$67,903	
	Lease Description:	This is an extension of an existing lease which has been negotiated to house the Nevada Arts Council. <table border="1"> <tr> <td>Term of Lease:</td> <td>12/01/2011 – 11/30/2016</td> </tr> </table>		Term of Lease:
Term of Lease:	12/01/2011 – 11/30/2016			
2.	Department of Education – Nevada Public Charter School Authority	Iko Moody Ventures, LLC	\$123,380	
	Lease Description:	This is a new location to house the Nevada Public Charter School Authority. <table border="1"> <tr> <td>Term of Lease:</td> <td>12/01/2011 – 11/30/2016</td> </tr> </table>		Term of Lease:
Term of Lease:	12/01/2011 – 11/30/2016			
3.	Department of Health and Human Services – Health Division	Bar Charleston Acquisitions, LLC	\$117,533	
	Lease Description:	This is a relocation to accommodate the need for space by the Director of Business and Industry. <table border="1"> <tr> <td>Term of Lease:</td> <td>11/09/2011 – 01/08/2018</td> </tr> </table>		Term of Lease:
Term of Lease:	11/09/2011 – 01/08/2018			

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION			
1.	030	ATTORNEY GENERAL'S OFFICE - CONSUMER ADVOCATE	GARY ROBINSON AND ASSOCIATES, INC.	FEE: REGULATORY ASSESSMENT FEES	\$100,000	PROFESSIONAL SERVICE			
		Contract Description:	This is a new contract to provide professional accounting services to the Bureau of Consumer Protection (BCP) in matters pertaining specifically to utility analysis involving gas utility company in the load forecasting, rate design, cost of service studies, rate cases, and testifying for the BCP. <table border="1"> <tr> <td>Term of Contract:</td> <td>Upon Approval - 11/07/2015</td> <td>Consultant: NO</td> <td colspan="2">Contract # 12730</td> </tr> </table>				Term of Contract:	Upon Approval - 11/07/2015	Consultant: NO
Term of Contract:	Upon Approval - 11/07/2015	Consultant: NO	Contract # 12730						
2.	030	ATTORNEY GENERAL'S OFFICE - VIOLENCE AGAINST WOMEN GRANTS	SMITH, ALLISON M	OTHER: FEDERAL GRANT TRANSFER FROM DPS	\$60,000				
		Contract Description:	This is a new contract for a Drug Endangered Children's Coordinator to coordinate stakeholders by convening local and statewide meetings which respond to the needs of drug endangered children; form regional multi-disciplinary teams; facilitate public awareness; and complete project administrative duties which include scheduling at least 12 community meetings throughout the state to carry out the project, create and distribute all pertinent materials and keep records as required. <table border="1"> <tr> <td>Term of Contract:</td> <td>11/01/2011 - 06/30/2012</td> <td>Consultant: NO</td> <td colspan="2">Contract # 12731</td> </tr> </table>				Term of Contract:	11/01/2011 - 06/30/2012	Consultant: NO
Term of Contract:	11/01/2011 - 06/30/2012	Consultant: NO	Contract # 12731						
3.	030	ATTORNEY GENERAL'S OFFICE - TORT CLAIM FUND	MARTINELLI & ASSOCIATES	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 specializes in arrests, search and seizures, use of force/excessive force, officer-involved shootings, in-custody deaths; criminal investigations, police practices, training, supervision; adult & juvenile corrections and law enforcement negligence. <table border="1"> <tr> <td>Term of Contract:</td> <td>07/12/2011 - 06/30/2014</td> <td>Consultant: NO</td> <td colspan="2">Contract # 12693</td> </tr> </table>				Term of Contract:	07/12/2011 - 06/30/2014	Consultant: NO
Term of Contract:	07/12/2011 - 06/30/2014	Consultant: NO	Contract # 12693						

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
4.	030	ATTORNEY GENERAL'S OFFICE - Non-Exec	ROBISON, BELAUSTEGUI, SHARP &	OTHER: STATUTORY CONTINGENCY FUND	\$30,000	PROFESSIONAL SERVICE
	Contract Description:	This is the fourth amendment to the original contract, which provides expert legal services for the defense of the Nevada System of Higher Education, in the Teri Patraw litigation (Case Nos. CV07-02585 and CV08-00826) and necessary and incidental legal services pertaining thereto. This amendment increases the maximum amount from \$330,000 to \$360,000 due to continued case activity.				
		Term of Contract:	03/31/2009 - 06/30/2012	Consultant: NO	Contract # CONV6167	
5.	050	TREASURER'S OFFICE	ATLANTA CAPITAL MANAGEMENT COMPAY, LLC	OTHER: PAID FROM INVESTMENT EARNINGS IN NVEST ACCOUNTS	\$5,000,000	
	Contract Description:	This is a new contract for ongoing investment managers to be responsible for the investment of separate long term investment portfolios for local government approved to participate in the State Treasurer's Local Government Pooled Long-Term Investment Account (NVEST) program.				
		Term of Contract:	12/01/2011 - 11/30/2015	Consultant: NO	Contract # 12726	
6.	050	TREASURER'S OFFICE	STABLERIVER CAPITAL MANAGEMENT LLC	OTHER: PAID FROM INVESTMENT EARNINGS IN NVEST ACCOUNTS	\$5,000,000	
	Contract Description:	This is a new contract for ongoing investment managers to be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-term Investment Account (NVEST) program.				
		Term of Contract:	12/01/2011 - 11/30/2015	Consultant: NO	Contract # 12727	
7.	050	TREASURER'S OFFICE All Budget Accounts	DAVIDSON FIXED INCOME MANAGEMENT, INC.	OTHER: PAID FROM INVESTMENT EARNINGS IN NVEST ACCOUNTS	\$1,000,000	
	Contract Description:	This is a new contract for ongoing investment managers who will be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-term Investment Account (NVEST) program.				
		Term of Contract:	12/01/2011 - 11/30/2015	Consultant: NO	Contract # 12725	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
8.	050	TREASURER'S OFFICE - All Budget Accounts	MAIN STREET CAPITAL ADVISORS LLC	OTHER: PAID FROM INVESTMENT EARNINGS IN NVEST ACCOUNTS	\$1,000,000	
	Contract Description:	This is a new contract for ongoing investment managers who will be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-Term Investment Account (NVEST) program				
		Term of Contract:	12/01/2011 - 11/30/2015	Consultant: NO	Contract # 12728	
9.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	PENSION CONSULTING ALLIANCE	OTHER: INVESTMENT FEES	\$200,000	
	Contract Description:	This is the first amendment to the original contract, which provides investment services. This amendment specifies a maximum blended hourly rate of \$350 per hour for special projects not to exceed \$50,000 per year or \$200,000 for the life of the contract.				
		Term of Contract:	01/01/2011 - 01/01/2015	Consultant: NO	Contract # 11742	
10.	051	TREASURER'S OFFICE - COLLEGE SAVINGS TRUST	VECTOR MEARA TRANSIT ADVERTISING GROUP	OTHER: NEVADA COLLEGE SAVINGS 50% PREPAID TUITION 50%	\$24,960	SOLE SOURCE
	Contract Description:	This is a new contract to provide direct marketing of the Nevada College Savings Plans and Prepaid Tuition programs, to the Las Vegas areas on selected Regional Transportation Commission (RTC) buses.				
		Term of Contract:	Upon Approval - 03/01/2012	Consultant: NO	Contract # 12702	
11.	070	DEPARTMENT OF ADMINISTRATION - DIVISION OF HUMAN RESOURCE MANAGEMENT	COMPSYCH CORPORATION	OTHER: PERSONNEL ASSESSMENTS	\$347,429	
	Contract Description:	This is a new contract to provide ongoing services with an external vendor model Employee Assistance Program (EAP) service. The goal of the State of Nevada EAP is to reduce significant losses in state employee work time, productivity and effectiveness by providing employees with assistance to improve their personal and professional lives through confidential, professional assessment and counseling.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12622	
12.	080	DEPARTMENT OF ADMINISTRATION - BUDGET AND PLANNING	MGT OF AMERICA, INC.	GENERAL	\$80,000	SOLE SOURCE
	Contract Description:	This is a new contract for ongoing services to the State of Nevada for the preparation of the FY 2013-14 Statewide Cost Allocation Plan (SWCAP) and Attorney General Cost Allocation Plan.				
		Term of Contract:	11/08/2011 - 12/31/2013	Consultant: NO	Contract # 12791	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
13.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – HHS CIP PROJECTS- NON-EXEC	PETTY & ASSOCIATES, INC.	BONDS: PROCEEDS FROM SALE OF BONDS	\$33,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the HVAC Renovation - Lakes Crossing, SPWD Project No. 11-M25; Contract No. 7822.				
		Term of Contract:	Upon Approval - 06/30/2015	Consultant: NO	Contract # 12720	
14.	084	DEPARTMENT OF ADMINISTRATION - MOTOR POOL	ASSETWORKS, INC.	OTHER: INTERNAL SERVICE FUNDS	\$49,865	SOLE SOURCE
	Contract Description:	This is a new contract to enhance the division's computerized fleet management system, provide vendor support in the form of onsite training, as well as licensing fees.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12716	
15.	102	COMMISSION ON ECONOMIC DEVELOPMENT	BOARD OF REGENTS-NVIE	OTHER: DEPT OF EMPLOYMENT, TRAINING & REHAB (STATE CAREER ENHANCEMENT PRG FUNDS)	\$500,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide training for employees of Nevada businesses that have been approved by the Governor's Office of Economic Development.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12691	
16.	102	COMMISSION ON ECONOMIC DEVELOPMENT	BOARD OF REGENTS-TMCC CONTROLLER'S OFFICE	OTHER: DEPT OF EMPLOYMENT, TRAINING & REHAB (STATE CAREER ENHANCEMENT PRG FUNDS)	\$500,000	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide training for employees of Nevada businesses that have been approved by the Governor's Office of Economic Development.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12690	
17.	102	COMMISSION ON ECONOMIC DEVELOPMENT	BOARD OF REGENTS-UNLV OFFICE OF THE CONTROLLER	GENERAL	\$20,754	
	Contract Description:	This is a new cooperative agreement to provide counseling, training, literature, environmental and safety services to businesses and individuals wishing to start a business or improve an existing business within the North Las Vegas area and the Special Impact Zone.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12672	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
18.	180	DEPARTMENT OF ADMINISTRATION - ENTERPRISE IT SERVICES - NETWORK TRANSPORT SERVICES	NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST	OTHER: REVENUE	\$12,927	
		Contract Description:	This is a new ongoing revenue contract with the Navy for rack space at Austin Peak in Lander County			
		Term of Contract:	07/01/2011 - 06/30/2012	Consultant: NO	Contract # 12715	
19.	240	OFFICE OF VETERANS SERVICES - VETERANS' HOME ACCOUNT	ROBERT J. LYNN	OTHER: 50% PRIVATE AND 50% FEDERAL FUNDS	\$103,000	
		Contract Description:	This is the first amendment to the original contract, which provides Nurse Practitioner services to the Nevada State Veterans Home. This amendment extends the termination date from November 30, 2011 to November 30, 2013, and increases the maximum amount from \$110,000 to \$213,000 due to the extension for 2 more years. It also makes a minor change to the scope of work to include: the requirement to review facility "24 Hour Report" each morning upon arrival at the facility; and the requirement to work specific hours each week with total weekly hours on site to equal 24 hours.			
		Term of Contract:	11/10/2009 - 11/30/2013	Consultant: NO	Contract # 10293	
20.	300	DEPARTMENT OF EDUCATION - INDIVIDUALS WITH DISABILITIES ACT (IDEA)	ANN ALEXANDER /ALEXANDER & ASSOCIATES	FEDERAL	\$83,520	PROFESSIONAL SERVICE
		Contract Description:	This is the fourth amendment to the original contract, which will assist with the development and submission of the state performance plans and annual performance reports in accordance with the federal law. This amendment increases the amount of the contract from \$365,520 to \$449,040 due to a time extension from October 31, 2011 to June 30, 2012 that was approved in the third amendment.			
		Term of Contract:	10/09/2007 - 06/30/2012	Consultant: NO	Contract # CONV4943	
21.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - HOME & COMMUNITY BASED PROGRAMS	ADDUS HEALTHCARE, INC. DBA SILVER STATE PERSONAL CARE	GENERAL	\$248,640	PROFESSIONAL SERVICE
		Contract Description:	This is the second amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$100,000 to \$351,340 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients. ADSD is planning to transition provider contracts to provider agreements. The additional funding should be adequate to continue services without interruption until the transition takes place.			
		Term of Contract:	02/01/2010 - 01/31/2014	Consultant: NO	Contract # 10275	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
22.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES - AGING SERVICES - HOME & COMMUNITY BASED PROGRAMS	WWB, INC	GENERAL	\$241,335	PROFESSIONAL SERVICE	
		Contract Description:	This is the third amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$150,000 to \$391,335 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients.				
		Term of Contract:	06/01/2008 - 05/31/2012	Consultant: NO	Contract # CONV5569		
23.	402	DEPARTMENT OF HEALTH AND HUMAN SERVICES AGING SERVICES DIVISION All Budget Accounts	ADDUS HEALTHCARE, INC. DBA SU CASA PERSONAL CARE	GENERAL	\$251,340	PROFESSIONAL SERVICE	
		Contract Description:	This is the second amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$100,000 to \$351,340 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients. ADSD is planning to transition provider contracts to provider agreements. The additional funding should be adequate to continue services without interruption until the transition takes place.				
		Term of Contract:	03/01/2010 - 02/28/2014	Consultant: NO	Contract # 10459		
24.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - ADMINISTRATION	DEPARTMENT OF ADMINISTRATION HEARINGS AND APPEALS DIVISION	GENERAL 50% FEDERAL 50%	\$26,356		
		Contract Description:	This is the second amendment to the original contract that provides the right to an appeals process for those who are refused Medicaid benefits. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases contract authority, based on SFY 12 and 13 budget authority and projected caseload, from \$20,122 to \$46,478 due to an increased volume of hearings.				
		Term of Contract:	07/01/2010 - 06/30/2013	Consultant: NO	Contract # 11319		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
25.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	CARSON CITY HEALTH AND HUMAN SERVICES	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$2,628,363		
		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 # 12131		
26.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	HEALTH PLAN OF NEVADA, INC.	GENERAL 44% FEDERAL 56%	\$405,637,328		
		Contract Description:	This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program recipients. This amendment extends the termination date from June 30, 2012 to June 30 2013 and increases contract authority from \$690,341,850.47 to \$1,095,979,178.11.				
		Term of Contract:	10/01/2006 - 06/30/2013	Consultant: NO	Contract # CONV3167		
27.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	LANDER COUNTY SOCIAL SERVICES	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$199,861		
		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 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 # 12626		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
28.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	MINERAL COUNTY CLERK TREASURER	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$369,555		
		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 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 # 12160		
29.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	PERSHING COUNTY CLERK TREASURER	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$196,090		
		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 to provide the administrative services necessary to operate the Medicaid County Match Program. The counties provide the non-federal share to DHCFP for medical, administrative, and transaction costs incurred as a result of this medical assistance program. 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 fiscal relief to the counties for indigent long term care costs.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12159		
30.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	STOREY COUNTY	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$206,904		
		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 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 - 06/30/2016	Consultant: NO	Contract # 12663		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
31.	403	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH CARE FINANCING & POLICY - NEVADA MEDICAID, TITLE XIX	WHITE PINE COUNTY SOCIAL SERVICES	OTHER: COUNTY PROVIDES NON-FEDERAL SHARE	\$731,567	
		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 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 # 12151	
32.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CONSUMER HEALTH PROTECTION	LANDER COUNTY CLERK	OTHER: REVENUE	\$25,032	
		Contract Description: This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12689	
33.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CONSUMER HEALTH PROTECTION	MINERAL COUNTY TREASURER	OTHER: REVENUE	\$19,072	
		Contract Description: This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12681	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION	
34.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CONSUMER HEALTH PROTECTION	PERSHING COUNTY LEPC	OTHER: REVENUE	\$23,840		
		Contract Description:	This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of PublicHealth), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12686		
35.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - CONSUMER HEALTH PROTECTION	STOREY COUNTY COMMISSIONERS	OTHER: REVENUE	\$34,568		
		Contract Description:	This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12701		
36.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - HEALTH FACILITIES HOSPITAL LICENSING	AECOM OF NEVADA	OTHER: PROVIDERS PAY CONTRACTOR DIRECTLY FOR REVIEWS.	\$616,000		
		Contract Description:	This is a new contract to provide reviews of architectural documents, function program requirements and infection control risk assessments, in accordance with applicable Nevada Administrative Code requirements.				
		Term of Contract:	Upon Approval - 09/30/2013	Consultant: NO	Contract # 12573		
37.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES - HEALTH - PUBLIC HEALTH PREPAREDNESS PROGRAM	DENVER HEALTH & HOSPITAL AUTHORITY	GENERAL 18% FEDERAL 82%	\$727,842		
		Contract Description:	This is a new interlocal agreement to provide ongoing basic statewide poison control and drug information and identification line services through the national toll-free telephone line.				
		Term of Contract:	07/01/2011 - 06/30/2013	Consultant: NO	Contract # 12507		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
38.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - TANF	NEVADA PUBLIC HEALTH FOUNDATION	FEDERAL	(\$19,971)	
	Contract Description:	This is the third amendment to the original contract for the Division of Welfare and Supportive Services, Employment and Support Services unit, which provides technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase the number of arrests and successful prosecutions for statutory rape violations and to better assist victims. The goals of Nevada's Statutory Rape Program are to support more aggressive enforcement of statutory rape laws in Nevada and to promote prevention of statutory rape, therefore, reducing teen pregnancies, domestic violence, and sexual exploitation of children. This amendment decreases the maximum amount from \$601,000 to \$581,029 to remain within the leg approved budget, revises Attachment AA to remove FY12 budget information and adds Attachment BB - SFY 2012 Statutory Rape Awareness Program Budget.				
	Term of Contract:	07/01/2008 - 06/30/2012	Consultant: NO	Contract # CONV5571		
39.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	URBAN LEAGUE OF CLARK COUNTY/ LAS VEGAS	FEDERAL	(\$4,321,356)	
	Contract Description:	This is the first amendment to the original contract, which provides Eligibility, Parent and Provider Education, Fiscal Management and Resource and Referral services associated with the Nevada Child Care and Development Fund for operation of Division of Welfare and Support Services Child Care Program in Clark and Nye counties. This amendment decreases the amount of the contract by \$2,160,678 each year for FY 12 and FY 13 due to the reduction of state funding and expiration of ARRA funding, modifies consideration language, revises Attachment AA - Negotiated points to eliminate advances, converting to cost reimbursement and adds Attachment GG - Control Procedures, to provide procedures to request reimbursement.				
	Term of Contract:	03/09/2010 - 06/30/2013	Consultant: NO	Contract # 10662		
40.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES - WELFARE AND SUPPORT SERVICES - CHILD ASSISTANCE AND DEVELOPMENT	UNITED WAY	FEDERAL	(\$3,707,450)	SOLE SOURCE
	Contract Description:	This is the first amendment to the original contract, which provides fiscal intermediary services associated with the Nevada Child Care and Development Fund with the contractor acting as the fiscal agent for disbursement of child care provider payments in Southern Nevada, including Clark and Nye Counties for Division of Welfare and Supportive Services Child Care Program. This amendment decreases the amount of the contract by \$1,853,725 each year for FY 12 and FY 13 due to the reduction of state funding and the expiration of ARRA funding, modifies consideration language, revises Attachment C - Budget to eliminate advances, converting to cost reimbursement and adds Attachment H - Control Procedures, to provide procedures to request reimbursement.				
	Term of Contract:	07/01/2009 - 06/30/2013	Consultant: NO	Contract # CONV6449		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
41.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AUTOMATED TEMPERATURE CONTROLS, INC.	FEDERAL	\$85,329	SOLE SOURCE
	Contract Description:	This is a new contract to monitor in-bound water, gas and electric utilities in "real time" at the meter; capture and log data and pull into "dashboard software". This information will be used to assist the Nevada National Guard in meeting its energy reduction requirement from Executive Order 13423 from the President of the United States.				
		Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 12704	
42.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	AUTOMATED TEMPERATURE CONTROLS, INC.	FEDERAL	\$100,000	SOLE SOURCE
	Contract Description:	This is a new contract to add Direct Digital Controls to three Federal buildings; one in Elko, Winnemucca and Yerington and connects them to the existing control system. This expansion will help save energy in these buildings and alert staff should there be heat lose in the winter months. With soldiers deploying for months at a time and so few people being assigned to the rural armories, some of these buildings in the rural areas have the potential of being unmanned for weeks if not months at a time.				
		Term of Contract:	Upon Approval - 04/30/2012	Consultant: NO	Contract # 12705	
43.	431	ADJUTANT GENERAL AND NATIONAL GUARD - MILITARY	SACRAMENTO INSULATION CONTRACTORS	FEDERAL	\$31,910	
	Contract Description:	This is a new contract to provide and install R-38 batt insulation on the underside of the south hangar roof at the Army Aviation Support Facility in Stead, Nevada.				
		Term of Contract:	Upon Approval - 12/30/2011	Consultant: NO	Contract # 12611	
44.	440	DEPARTMENT OF CORRECTIONS - CORRECTIONAL PROGRAMS	WESTCARE NEVADA, INC. (WC- NV)	FEDERAL	\$348,668	
	Contract Description:	This is a new contract to provide pre and post release services to incarcerated inmates for the Second Chance Adult Re-Entry Demonstration Project, which is designed to reduce recidivism by helping offenders find work and access other critical services in their communities upon their release.				
		Term of Contract:	Upon Approval - 09/30/2012	Consultant: NO	Contract # 12723	
45.	440	DEPARTMENT OF CORRECTIONS - FLORENCE MCCLURE WOMEN'S CORRECTIONAL CENTER	W W WILLIAMS	GENERAL	\$13,480	
	Contract Description:	This is the second amendment to the contract, which provides preventative maintenance services on the generators at Florence McClure Women's Correctional Center (FMWCC), Jean Conservation Camp (JCC), and Southern Nevada Correctional Center (SNCC). This amendment adds an additional generator at FMWCC and three generators at Southern Desert Correctional Center (SDCC) to the contract and increases the amount from \$18,092 to \$31,572.				
		Term of Contract:	11/10/2008 - 06/30/2012	Consultant: NO	Contract # CONV5903	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
46.	650	DEPARTMENT OF PUBLIC SAFETY - FORFEITURES - LAW ENFORCEMENT	TEAMWORKS CONSULTING, INC.	OTHER: FORFEITURE FUNDS	\$45,000	SOLE SOURCE
	Contract Description:	This is a new contract to create or revise Nevada Offense Codes based on the changes enacted in the 2011 Legislative Session related to crimes and criminal offenses.				
		Term of Contract:	Upon Approval - 09/30/2012	Consultant: NO	Contract # 12141	
47.	655	DEPARTMENT OF PUBLIC SAFETY - CRIMINAL HISTORY REPOSITORY	MANAGEMENT TECHNOLOGY GROUP, LLC	FEDERAL	\$400,000	
	Contract Description:	This is a new contract to conduct a study of the remaining Department of Public Safety applications developed using the Usoft platform and the underlying shared criminal history database. The contractor shall recommend a road map, to include potential grant opportunities, to replace these applications over several years.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12676	
48.	656	DEPARTMENT OF PUBLIC SAFETY - FIRE MARSHAL	HAZMAT IQ.COM, LLC	OTHER: TRANSFER FROM SERC & NDEP 50/50	\$151,000	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which provides firefighter and first responder training for hazardous materials. This amendment increases the maximum amount from \$95,500 to \$246,500 and updates the scope of work to include four additional training classes.				
		Term of Contract:	10/13/2009 - 06/30/2013	Consultant: NO	Contract # 10881	
49.	702	DEPARTMENT OF WILDLIFE - ADMINISTRATION	SYSTEM CONSULTANTS, INC.	FEE: GAME TAG FEES	\$1,005,466	PROFESSIONAL SERVICE
	Contract Description:	This is the sixth amendment to the original contract for administering and processing of Application Hunts (tag applications and awards) and Return Cards for the Department of Wildlife using the automated system created by this contractor. This amendment extends the termination date from December 1, 2011 to December 1, 2012 and increases the maximum amount from \$7,688,735.75 to \$8,694,201.75 so that hunting tag application and return card processing can continue and NDOW can continue to receive vital revenues while it undertakes the RFP process for new bids for this work for the period beginning December 2, 2012.				
		Term of Contract:	12/01/2003 - 12/01/2012	Consultant: NO	Contract # CONV2008	
50.	702	DEPARTMENT OF WILDLIFE - OPERATIONS	ROGER KUBECK	FEE: LICENSE FEES	\$13,000	
	Contract Description:	This is a new contract to provide a limited number of hours of fixed-wing aircraft pilot services for wildlife surveys and transportation of personnel and equipment for the Nevada Department of Wildlife (NDOW). Transportation services allow NDOW biologists and others to perform their tasks as needed throughout Nevada's expansive territory. The contractor will also provide repair and maintenance service for NDOW's fixed-wing aircraft.				
		Term of Contract:	Upon Approval - 11/07/2013	Consultant: NO	Contract # 12682	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
51.	705	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - WATER RESOURCES - WATER RESOURCES	ASSOCIATED UNDERWATER SERVICES, INC.	GENERAL 40% FEDERAL 60%	\$58,100	
	Contract Description:	This is a new emergency contract to have divers inspect the outlet works of South Fork Dam to determine the location and repair a hydraulic leak.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12776	
52.	706	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - FORESTRY - FOREST FIRE SUPPRESSION	MCTURBINE, INC.	GENERAL	\$250,000	
	Contract Description:	This is a new contract for helicopter engine repair services.				
		Term of Contract:	Upon Approval - 10/31/2015	Consultant: NO	Contract # 12718	
53.	709	DEPARTMENT OF CONSERVATION & NATURAL RESOURCES - ENVIRONMENTAL PROTECTION - WATER QUALITY PLANNING	BOARD OF REGENTS-UNR CONTROLLER'S OFFICE	FEDERAL	\$470,500	EXEMPT
	Contract Description:	This is the first amendment to the original interlocal agreement, which provides for water testing services to include water analysis, sediment and biota sampling and biological condition testing. This amendment extends the termination date from December 31, 2011 to June 30, 2015 and increases the maximum amount from \$9,500 to \$480,000 to continue needed water analysis services in accordance with revised projections.				
		Term of Contract:	08/12/2011 - 06/30/2015	Consultant: NO	Contract # 12423	
54.	742	DEPARTMENT OF BUSINESS AND INDUSTRY - INDUSTRIAL RELATIONS - OCCUPATIONAL SAFETY & HEALTH ENFORCEMENT	REGENTS OF THE UNIVERSITY OF CALIFORNIA - SAN DIEGO	OTHER: WORKERS COMPENSATION AND SAFETY FUND	\$50,000	EXEMPT
	Contract Description:	This is a new contract to secure specialized formal training for compliance officers and supervisors assigned to the Nevada Occupational Safety and Health Administration (OSHA) at the Henderson and Reno District Offices. The University of California San Diego Extension, an OSHA Training Institute Education Center, will provide advanced technical courses on safety and health subjects that are intended to increase and maintain staff knowledge and ability to handle more complex or difficult assignments.				
		Term of Contract:	11/08/2011 - 11/08/2013	Consultant: NO	Contract # 12617	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
55.	810	DEPARTMENT OF MOTOR VEHICLES - MOTOR VEHICLE POLLUTION CONTROL	WASHOE COUNTY HEALTH DISTRICT	OTHER: POLLUTION CONTROL FEES	\$230,000	
		Contract Description: This is a new interlocal agreement to address air quality related issues in the Washoe County non-attainment areas to include but not be limited to: purchase ambient air quality monitoring equipment; provide resources for air quality travel/training; implement air pollutant mitigation measures; fund public information and outreach activities; and conduct studies and develop plans to address air quality issues and air pollution emissions.				
		Term of Contract:	Upon Approval - 06/30/2013	Consultant: NO	Contract # 12721	
56.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	EH MANLEY & ASSOCIATES, INC.	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$13,335	
		Contract Description: This is the second amendment to the original contract, which provides for the instruction, testing, retesting, certification, and recertification in Servsafe and certified professional food handling classes for personnel working in kitchens at various Business Enterprises of Nevada sites throughout southern Nevada. This amendment is to increase the number of students per fiscal year from 25 to 30; increase the cost per student from \$95 to \$215; eliminate cost per class; increase the number of classes; extend the termination date from July 31, 2012 to July 31, 2014; and increase the maximum amount from \$9,550 to \$22,885 due to an increase in students, increased cost per student, and extension of the contract.				
		Term of Contract:	09/01/2010 - 07/31/2014	Consultant: NO	Contract # 11435	
57.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	HELIX ELECTRIC OF NEVADA LLC	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$50,000	
		Contract Description: This is a new contract to provide regular and emergency electrical, installations, repairs and maintenance services for all needed projects at all 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 # 12586	
58.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - BLIND BUSINESS ENTERPRISE PROGRAM	RAKEMAN PLUMBING, INC.	OTHER: BUSINESS ENTERPRISES SET ASIDE	\$50,000	
		Contract Description: This is a new contract to provide regular and emergency plumbing, installations, repairs and maintenance services for all projects at 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 # 12608	

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
59.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-CSN CONTROLLER'S OFFICE	FEDERAL	\$385,021	
	Contract Description:	This is a new interlocal agreement to provide additional funds to support the College of Southern Nevada's Apprenticeship Program. The program provides training to eligible participants in several fields such as electrical, plumbing, and carpentry.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12697	
60.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	BOARD OF REGENTS-TMCC CONTROLLER'S OFFICE	FEDERAL	\$66,230	
	Contract Description:	This is a new interlocal agreement to provide additional funds to support the Truckee Meadows Community College's Apprenticeship Program. The program provides training to eligible participants in several fields such as electrical, plumbing, and carpentry.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12695	
61.	902	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION - EMPLOYMENT SECURITY	DEPARTMENT OF CORRECTIONS	OTHER: CAREER ENHANCEMENT PROGRAM	\$231,418	
	Contract Description:	This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) Program which will provide pre-release and post-release assistance to inmates and felons through a holistic program. The program incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services. The Nevada Department of Corrections will oversee all aspects of the project and coordinate with service providers to ensure a seamless transition, participate in coalitions and advisory groups that relate to overcoming barriers to prisoner re-entry, and refer a sufficient number of post-release individuals to selected identified service providers to meet the condition of program participation.				
		Term of Contract:	Upon Approval - 06/30/2012	Consultant: NO	Contract # 12675	
62.	920	DEFERRED COMPENSATION COMMITTEE	ARNERICH MASSENA	OTHER: VENDOR REIMBURSEMENTS	\$22,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide quarterly investment reports for over \$550 million in participant assets, biannual regulatory reviews to ensure compliance with federal law and conduct service provider RFP.				
		Term of Contract:	Upon Approval - 12/31/2014	Consultant: NO	Contract # 12687	

***10 FOR POSSIBLE ACTION – MASTER SERVICES AGREEMENTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	SOLE SOURCE/ PROFESSIONAL SERVICE EXEMPTION
MSA 1.	MSA	VARIOUS STATE AGENCIES	COMTECH COMMUNICATIONS SYSTEMS	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is the third amendment to the original contract, which provides communications wiring, cabling, and fiber installation for state agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$400,000 to \$500,000, allowing the state sufficient time to complete the RFP process.				
	Term of Contract:	01/01/2008 - 12/31/2012	Consultant: NO	Contract # 11389		
MSA 2.	MSA	VARIOUS STATE AGENCIES	CONWAY COMMUNICATIONS, INC.	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is the third amendment to the original contract, which provides communications wiring, cabling and fiber installation for state agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$800,000 to \$900,000, allowing the state sufficient time to complete the RFP process.				
	Term of Contract:	01/01/2008 - 12/31/2012	Consultant: NO	Contract # 11390		
MSA 3.	MSA	VARIOUS STATE AGENCIES	DIVERSIFIED COMMUNICATIONS SOLUTIONS, INC.	OTHER: VARIOUS	\$100,000	
	Contract Description:	This is the third amendment to the original contract, which provides communications wiring, cabling, and fiber installation for state agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$500,000 to \$600,000, allowing the state sufficient time to complete the RFP process.				
	Term of Contract:	01/01/2008 - 12/31/2012	Consultant: NO	Contract # CONV5471		
MSA 4.	MSA	VARIOUS STATE AGENCIES	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	OTHER: VARIOUS	\$1,000,000	
	Contract Description:	This is the sixth amendment to the original contract, which provides wireless communication services and equipment. This amendment extends the termination date from October 31, 2012 to June 30, 2013 for Federal E-Rate program participants only and increases the maximum amount from \$2,000,000 to \$3,000,000 to allow continued use of the contract until a new contract is executed.				
	Term of Contract:	10/10/2006 - 06/30/2013	Consultant: NO	Contract # CONV3473		

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

November 8, 2011

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE OCTOBER 11, 2011 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – AUTHORITY TO PAY MINING CLAIM REFUNDS

A. Department of Taxation – \$8,184,269.50

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiners for approval. The Department is requesting authority to pay 335 refund requests totaling \$8,184,269.50.

Clerk’s Recommendation: I recommend approval.

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

Comments:

*4. FOR POSSIBLE ACTION – VICTIMS OF CRIME 2012 1ST QUARTER REPORT AND FY 2012 2ND 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 2nd quarter of FY 2012.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE**

A. Office of the Governor – Agency for Nuclear Projects

Pursuant to Assembly Bill 240 of the 2011 Legislature and Chapter 0300 of the State Administrative Manual, the Agency for Nuclear Projects seeks approval to enter into a contract with the former Acting Executive Director/Planning Division Administrator of the Nevada agency for Nuclear Projects.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***6. 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 – \$25,000,000

The Nevada Department of Transportation (NDOT) is requesting approval to settle two eminent domain lawsuits with Wall Street Nevada, LLC and related persons and entities. Both suits involve the same property, consisting of 7.04 acres of undeveloped land in Las Vegas that is associated with NDOT’s Project NEON. This project will make improvements to I-15, U.S. 94, and surface streets to help traffic flow. NDOT and the landowners have been in settlement discussions since 2009 and have now jointly agreed to settle for \$25 million. If the Board approves the settlement, NDOT intends to seek participation of federal funds in the cost to acquire the property. NDOT has contacted the Federal Highway Administration to determine the amount of participation.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***7. 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 – Enterprise IT Services – Network Transport Services	1	\$39,236
Department of Public Safety – Highway Patrol	123	\$5,331,325

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Public Safety – Highway Patrol – Highway Safety Grants Account	1	\$23,401
Total:		\$5,393,962

Clerk's Recommendation: I recommend approval.

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

Comments:

***8. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

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

Sixty-two 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**

Four 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 COMMENTS

Comments:

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

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

Comments:



DEPARTMENT OF ADMINISTRATION

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

Date: October 10, 2011
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Cathy Gregg, 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 TAXATION

Nature of the Request

Pursuant to Senate Bill 493, Section 16.7 of the 2011 Legislature, the Department of Taxation must submit mining claim refund requests to the Board of Examiner's for approval. The Department of Taxation is requesting authority to pay 335 refund requests totaling \$8,184,269.50.

Recommendation

The action item is recommended for approval.

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



STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R BARENGO
Chair, Nevada Tax Commission
WILLIAM CHISEL
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

Date: September 29, 2011

To: Cathy Gregg, Budget Analyst 4

From: Brody Leiser, Deputy Executive Director

BJL 9/29/11

RECEIVED

SEP 29 2011

CC: Janet Murphy, Budget Analyst 5
Alex Haartz, Program Analyst, Legislative Counsel Bureau

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Subject: Board of Examiners Action Item – Mining Fee Refunds

In accordance with Senate Bill (SB) 493 (see Attachment A) of the 2011 Legislative Session, the Department of Taxation requests the Board of Examiners' approval for payment of the attached list of 335 applications for mining fee refunds, totaling \$8,184,269.50 (see Attachment B). These refunds are for amounts paid by mining claim holders pursuant to Nevada Revised Statute (NRS) 517.187 (see Attachment C). Section 16.7 of SB 493 repeals NRS 517.187 for mining claims fees adopted in Assembly Bill (AB) 6 during the 26th Special Session. AB 6, section 47 (see Attachment D, page 54), amended NRS 517.187 to impose an additional fee on each filing by persons holding 11 or more mining claims. The fees deposited by the State Controller in the State General Fund totaled \$18.1 million.

The requested refunds in Attachment B represent an initial group of refund applications for amounts that the department received and verified were paid by the mining claim holders to the county recorders, forwarded by the county treasurers, and received by the State Controller's Office. SB 493, section 16.7, subsection 6 provides that all such claims presented by the department and approved by the Board "must be paid from the State General Fund."

SB 493, section 16.7, subsection 2 provides that the amount of fees paid by mining claim holders may be applied against the applicant's Modified Business Tax (MBT) liability with the excess amount carried forward until it is exhausted, unless the department determines it impractical to provide the full credit. Amounts that are not applied against an MBT liability will be refunded to the applicant. Due to lack of staff to track mining claim credits manually over an extended period, the department established a one-year timeframe in which it would be practicable to track and apply these amounts against MBT liabilities. Of the 349 applications received and verified to date, the department has identified 14 from applicants with MBT accounts that will have the requested refund amounts, totaling \$538,050, applied to their liabilities over the following year.

The department fully anticipates and will present additional refund applications to the Board for payment approval as it receives and verifies them. Pursuant to Section 16.7 of SB 493, applications for mining fee refunds will be accepted until June 30, 2013.

Please contact Carolyn Misumi at 684-2071 if you have questions or require additional information.

Attachments

Senate Bill No. 493—Committee on Revenue

CHAPTER.....

AN ACT relating to mining; creating the Mining Oversight and Accountability Commission and establishing its membership, powers and duties; revising provisions governing the calculation of net proceeds from certain mining operations conducted in this State; repealing a fee imposed on certain filings regarding mining claims; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law does not provide for a single administrative body to oversee the activities of the various state agencies that have responsibility for the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 5** of this bill creates the Mining Oversight and Accountability Commission, consisting of seven members appointed by the Governor. Two of the members must be recommended by the Majority Leader of the Senate and two by the Speaker of the Assembly. In the first biennium, one member must be recommended by the Minority Leader of the Senate. In the next biennium, one member must be recommended by the Minority Leader of the Assembly. The authority of the Minority Leader of the Senate and the Minority Leader of the Assembly to make those recommendations alternates each biennium thereafter. **Section 7** of this bill requires the Commission to provide oversight of compliance with Nevada law relating to the activities of each state agency with respect to the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 7** also identifies particular state entities that are subject to the supervision of the Commission with respect to their activities related to mines and mining: (1) the Nevada Tax Commission and the Department of Taxation in the taxation of the net proceeds of minerals; (2) the Division of Industrial Relations of the Department of Business and Industry concerning the safe and healthful working conditions at mines; (3) the Commission on Mineral Resources and the Division of Minerals of the Commission; (4) the Bureau of Mines and Geology of the State of Nevada; and (5) the Division of Environmental Protection of the State Department of Conservation and Natural Resources in its activities concerning the reclamation of land used in mining. **Sections 8 and 13-16** of this bill establish certain reports and other information that those entities are required to provide to the Commission. **Section 11** of this bill authorizes the Commission to request the Legislative Commission to direct the Legislative Auditor to provide for a special audit or investigation of the activities of any state agency, board, bureau, commission or political subdivision in connection with the taxation, operation, safety and environmental regulation of mines and mining in this State. **Section 12** of this bill provides that certain regulations of the Nevada Tax Commission, Administrator of the Division of Industrial Relations, Commission on Mineral Resources and the State Environmental Commission concerning mines and mining are not effective unless they are reviewed by the Mining Oversight and Accountability Commission before being approved by the Legislative Commission. **Sections 12.5 and 12.7** of this bill revise provisions governing the calculation of net proceeds from certain mining operations conducted in this State.

During the 26th Special Session in 2010, the Legislature enacted a law imposing a fee on the filing of an affidavit of the work performed on or improvements made to a mining claim or an affidavit of the intent to hold a mining



claim, if the person who holds the mining claim holds 11 or more mining claims in this State. (NRS 517.187) **Section 16.3** of this bill repeals that law. **Section 16.7** of this bill allows any person who paid that fee to receive a credit of the amount paid against any liability of the person for the state modified business tax or, if that is not practical, a refund of the amount paid.

Section 16.5 of this bill makes an appropriation to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets ~~is omitted because it is~~ is material to be omitted.

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

Section 1. Chapter 362 of NRS is hereby amended by adding thereto the provisions set forth as sections 2 to 12 inclusive, of this act.

Sec. 2. *As used in sections 2 to 12, inclusive, of this act, unless the context otherwise requires, the words and terms defined in sections 3 and 4 of this act have the meanings ascribed to them in those sections.*

Sec. 3. *“Chair” means the Chair of the Commission.*

Sec. 4. *“Commission” means the Mining Oversight and Accountability Commission created by section 5 of this act.*

Sec. 5. *1. There is hereby created the Mining Oversight and Accountability Commission consisting of seven members appointed as follows:*

- (a) Two members appointed by the Governor;*
- (b) Two members appointed by the Governor from a list of persons recommended by the Majority Leader of the Senate;*
- (c) Two members appointed by the Governor from a list of persons recommended by the Speaker of the Assembly; and*
- (d) One member appointed by the Governor from a list of persons recommended by the Minority Leader of the Senate or the Minority Leader of the Assembly. The Minority Leader of the Senate shall recommend persons for appointment for the initial term, the Minority Leader of the Assembly shall recommend persons for appointment for the next succeeding term, and thereafter, the authority to recommend persons for appointment must alternate each biennium between the Houses of the Legislature.*

2. The Governor, Majority Leader of the Senate, Speaker of the Assembly, Minority Leader of the Senate and Minority Leader of the Assembly shall confer before the Governor makes an appointment to ensure that:



Division's previous report, including, without limitation, an accounting of any fees or fines imposed or collected;

(b) The current condition of mining and of exploration for and production of oil, gas and geothermal energy in the State; and

(c) Provide any technical information required by the Mining Oversight and Accountability Commission during the course of the meeting.

4. Shall submit a biennial report to the Governor and the Legislature through the Commission concerning the work of the Division, with recommendations that the Administrator may deem necessary. The report must set forth the facts relating to the condition of mining and of exploration for and production of oil and gas in the State.

Sec. 16. Chapter 514 of NRS is hereby amended by adding thereto a new section to read as follows:

The Director of the Bureau of Mines and Geology shall attend each regular meeting of the Mining Oversight and Accountability Commission created by section 5 of this act and each special meeting if requested by the Chair of the Commission and:

1. Report to the Commission on the activities of the Bureau of Mines and Geology undertaken by the Bureau since its previous report, including, without limitation, the current condition of mining and of exploration for and production of oil and gas in the State; and

2. Provide any technical information required by the Commission during the course of the meeting.

Sec. 16.3. NRS 517.187 is hereby repealed.

Sec. 16.5. 1. There is hereby appropriated from the State General Fund to the Department of Taxation to fund the costs for the Mining Oversight and Accountability Commission created by section 5 of this act the sums of:

For Fiscal Year 2011-2012..... \$17,050

For Fiscal Year 2012-2013..... \$17,050

2. Any balance of the sums appropriated pursuant to subsection 1 remaining at the end of the respective fiscal years must not be committed for expenditure after June 30 of the respective fiscal years by the entity to which the appropriation is made or any entity to which the money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any other purpose after September 21, 2012, and September 20, 2013, respectively, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred,



and must be reverted to the State General Fund on or before September 21, 2012, and September 20, 2013, respectively.

Sec. 16.7. 1. Any person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 may, on or before June 30, 2013, apply to the Department of Taxation pursuant to this section for a credit or refund of the total amount paid by the person pursuant to NRS 517.187.

2. Upon the receipt of an application pursuant to subsection 1 and proof to the satisfaction of the Department of Taxation of the total amount paid by the applicant pursuant to NRS 517.187, the Department shall:

(a) Except as otherwise provided in paragraph (b), allow the applicant a credit of the total amount paid by the person pursuant to NRS 517.187 against any liability of the person for the tax imposed pursuant to NRS 363B.110, and carry any unused portion of the credit forward until the credit is exhausted; or

(b) If the Department determines that it is impractical to provide a full credit to the applicant pursuant to paragraph (a), cause to be refunded to the applicant the total amount paid by the applicant pursuant to NRS 517.187.

3. A person who paid any fee, interest or penalty imposed pursuant to NRS 517.187 is not entitled to receive any penalty or interest on the amount paid.

4. The failure of any person to apply to the Department of Taxation pursuant to subsection 1 within the time prescribed constitutes a waiver of any demand against the State for any credit or refund of any fee, interest or penalty paid by or on behalf of the person pursuant to NRS 517.187.

5. Each county recorder shall, upon the request of the Department of Taxation, provide to the Department such documentation as the Department determines to be necessary to verify the total amount paid pursuant to NRS 517.187 by any person who applies to the Department pursuant to subsection 1.

6. All refunds made pursuant to this section must be paid from the State General Fund upon claims presented by the Department of Taxation, approved by the State Board of Examiners, and allowed and paid as other claims against the State are allowed and paid.

Sec. 17. The Department of Taxation shall submit to the Mining Oversight and Accountability Commission created by section 5 of this act at the first regular meeting of the Commission following the effective date of this section a comprehensive audit program that sets forth the Department's plan for completing an audit of every mining operator or other person who is required to



file a statement concerning the extraction of minerals in this State pursuant to NRS 362.100 to 362.240, inclusive.

Sec. 17.3. The amendatory provisions of section 12.5 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2011.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2012 and each calendar year thereafter.

Sec. 17.5. The amendatory provisions of section 12.7 of this act:

1. Do not apply to or affect any determination of gross yield or net proceeds required pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2013.

2. Apply for the purposes of estimating and determining gross yield and net proceeds pursuant to NRS 362.100 to 362.240, inclusive, for the calendar year 2014 and each calendar year thereafter.

Sec. 17.7. 1. The Nevada Tax Commission, on or before January 1, 2012, and subject to the requirements of section 12 of this act, shall adopt regulations to carry out the provisions of NRS 362.120, as amended by section 12.5 of this act.

2. In adopting regulations pursuant to subsection 1, the Nevada Tax Commission shall amend or repeal any of its existing regulations that conflict or are inconsistent with the provisions of NRS 362.120, as amended by section 12.5 of this act.

Sec. 18. Notwithstanding the provisions of section 5 of this act, as soon as practicable after the effective date of this section, the Governor shall appoint to the Mining Oversight and Accountability Commission created by section 5 of this act:

1. One member pursuant to paragraph (a), (b) and (c), respectively, of subsection 1 of that section whose term expires on June 30, 2012; and

2. One member pursuant to paragraph (a), (b), (c) and (d), respectively, of subsection 1 of that section whose term expires on June 30, 2013.

Sec. 19. 1. This section and sections 1 to 12, inclusive, and 13 to 18, inclusive, of this act become effective upon passage and approval.

2. Section 12.5 of this act becomes effective on January 1, 2012.



ATTACHMENT B

**Refund of Mining Fees Paid Pursuant to NRS 517.187
As of September 28, 2011**

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Rilite Aggregate	Rilite Aggregate	Clark	06/30/11	\$2,450.00
Cactus Mining Corp/Geotech Mining Inc.	Cactus Mining Corp	Clark	06/30/11	1,680.00
Cactus Mining Corp/Cactus God Corp/ Valley Gold Corp	Cactus Mining Corp	Clark	06/30/11	12,530.00
Cactus Mining Corp/Physics Corp/ Wash Corp/ Jackcorp/ Wiser Corp/ Muddy Corp/ Fire corp/ Talker Corp/ Play Corp	Cactus Mining Corp	Clark	06/30/11	12,920.00
Firestone Ventures Ltd.	Firestone Ventures Ltd.	Elko	06/24/11	4,480.00
Gold Summit Corporation	Gold Summit Corporation	Esmeralda	06/23/11	20,060.00
American Lithium Minerals	American Lithium Minerals	Esmeralda	06/23/11	18,020.00
Nevada Mine Properties II, Inc	Nevada Mine Properties II, Inc	Humboldt	06/02/11	21,675.00
Mill Bay Ventures	Mill Bay Ventures	Lander	06/24/11	9,435.00
Nevada Mine Properties II, Inc	Nevada Mine Properties II, Inc	Lander	06/28/11	340.00
Arttor Gold	Arttor Gold	Lander	06/24/11	25,925.00
Gold Summit Corp	Gold Summit Corporation	Lincoln	06/22/11	7,820.00
Gold Summit Corp	Gold Summit Corporation	Mineral	06/22/11	6,715.00
American Lithium Minerals	American Lithium Minerals	Mineral	06/22/11	510.00
Borealis Mining Company	Borealis Mining Company	Mineral	06/29/11	63,920.00
HB Engineering Group	HB Engineering Group	Mineral	07/05/11	27,370.00
Donald B Potts	Donald B Potts	Mineral	07/06/11	1,330.00
American Lithium Minerals	American Lithium Minerals	Nye	06/22/11	2,380.00
Nevada Mine Properties II, Inc	Nevada Mine Properties II, Inc	Pershing	06/28/11	1,700.00
Kircher Mine Development LLC	Kircher Mine Development LLC	Mineral	07/06/11	420.00
Kircher Mine Development LLC	Kircher Mine Development LLC	Elko	07/06/11	1,190.00
Kircher Mine Development LLC	Kircher Mine Development LLC	Churchill	07/06/11	4,900.00
Kircher Mine Development LLC	Kircher Mine Development LLC	Nye	07/06/11	1,960.00
Celite	Celite	Churchill	07/05/11	8,820.00
Celite	Celite	Lyon	07/05/11	3,640.00
Intor Resurces Corp	Intor Resurces Corp	Nye	07/05/11	15,725.00
Intor Resurces Corp	Intor Resurces Corp	Nye	07/05/11	6,580.00
Nevada Sunrise LLC	Nevada Sunrise LLC	Mineral	07/05/11	3,910.00
Nevada sunrise LLC	Intor Resurces Corp	Elko	07/05/11	11,985.00
Nevada Sunrise LLC	Nevada Sunrise LLC	Pershing	07/05/11	1,360.00
Parker Mining Corp	Parker Mining Corp	Esmeralda	08/01/11	1,540.00
Meridian Minerals Corp	Meridian Minerals Corp	Lander	06/30/11	39,270.00
Meridian Minerals Corp	Meridian Minerals Corp	Elko	06/30/11	4,760.00
Meridian Minerals Corp	Meridian Minerals Corp	Elko	06/30/11	12,325.00
Meridian Minerals Corp	Meridian Minerals Corp	Elko	06/30/11	9,350.00
Genesis Professional Services	Genesis Professional Services	White Pine	07/11/11	3,485.00
Genesis Professional Services	Genesis Professional Services	Nye	07/11/11	20,570.00
Century Gold	Century Gold LLC	Churchill	07/13/11	20,995.00
Century Gold	Century Gold LLC	Humboldt	07/13/11	22,695.00
Century Gold	Century Gold LLC	Pershing	07/13/11	5,780.00
Infrastructure Materials Corp US	Infrastructure Marerials Corp	Churchill	07/11/11	2,125.00
Infrastructure Materials Corp US	Infrastructure Marerials Corp	Elko	07/11/11	18,955.00
Silver Reserve Corp	Infrastructure Marerials Corp	Esmeralda	07/11/11	19,550.00
Silver Reserve Corp	Infrastructure Marerials Corp	Humboldt	07/11/11	2,550.00
Infrastructure Materials Corp US	Infrastructure Marerials Corp	Lincoln	07/11/11	37,060.00
Silver Reserve Corp	Infrastructure Marerials Corp	Mineral	07/11/11	4,675.00
Silver Reserve Corp	Infrastructure Marerials Corp	Nye	07/11/11	680.00
Infrastructure Materials Corp US	Infrastructure Marerials Corp	Pershing	07/11/11	3,485.00
Kimi Diaz Mining-Nadean Bedford Estate	Kimi N Diaz Mining	Mineral	07/11/11	3,850.00
Kimi Diaz Mining-Nadean Bedford Estate	Kimi N Diaz Mining	Nye	07/11/11	770.00
Stephen Lappin	Stephen D. Lappin	Elko	07/07/11	3,710.00
Greencastle USA/GM Squared	Greencastle USA LTD	Eureka	07/11/11	6,720.00
Greencastle USA	Greencastle USA LTD	Lander	07/11/11	1,400.00
Anchor Minerals	Anchor Minerals Inc.	Esmeralda	07/14/11	3,920.00
Anchor Minerals Inc.	Anchor Minerals Inc.	Nye	07/14/11	2,380.00

ATTACHMENT B

**Refund of Mining Fees Paid Pursuant to NRS 517.187
As of September 28, 2011**

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Anchor Minerals Inc.	Anchor Minerals Inc.	Lander	07/14/11	1,470.00
Cougar Gold LLC	Cougar Gold LLC	Mineral	07/12/11	10,200.00
Cougar Gold LLC	Cougar Gold LLC	Esmeralda	07/12/11	21,080.00
Montezuma Mines Inc.	Montezuma Mines Inc.	Eureka	07/18/11	21,590.00
Montezuma Mines Inc.	Montezuma Mines Inc.	Humboldt	07/18/11	5,100.00
Montezuma Mines Inc.	Montezuma Mines Inc.	Humboldt	07/18/11	3,640.00
Centerra (U.S.) Inc.	Centerra (U.S.) Inc.	Lander	07/13/11	2,040.00
Centerra (U.S.) Inc.	Centerra (U.S.) Inc.	Esmeralda	07/12/11	3,920.00
Centerra (U.S.) Inc.	Centerra (U.S.) Inc.	Esmeralda	07/12/11	4,830.00
Centerra (U.S.) Inc.	Centerra (U.S.) Inc.	Esmeralda	07/12/11	10,540.00
Centerra (U.S.) Inc.	Centerra (U.S.) Inc.	Esmeralda	07/12/11	15,385.00
Western Energy Corp Properties)	(KV Western Energy Development Corp	Humboldt	07/07/11	10,030.00
Western Lithium Corp Rick McClintick-Western Energy Development Corp-KV Properties LLC	(Uravada Inc- Western Lithium Corporation	Humboldt	07/07/11	210,165.00
Patricia & Robert Stitser	Patricia & Robert Stitser	Pershing	07/15/11	1,260.00
Arnevt Resources Inc.	Arnevt Resurces Inc.	Elko	07/15/11	4,505.00
Arnevt Resources Inc.	Arnevt Resurces Inc.	Elko	07/15/11	1,820.00
Zephyr Minerals, Inc.	Zephyr Minerals, Inc.	Esmeralda	06/29/11	1,330.00
Zephyr Minerals	Zephyr Minerals, Inc.	Pershing	06/29/11	7,770.00
Victoria Resources (US) Inc Gold (USA) Corp)	(Gateway Victoria Resources (US) Inc.	Elko	07/11/11	55,165.00
Victoria Resources (US) Inc Gold (USA) Corp)	(Gateway Victoria Resources (US) Inc.	Elko	07/11/11	4,505.00
Victoria Resources (US) Inc	Victoria Resources (US) Inc.	Eureka	07/11/11	35,275.00
Victoria Resources (US) Inc	Victoria Resources (US) Inc.	Lander	07/11/11	1,700.00
Victoria Resources (US) Inc Mountain Services Co & Newmont McCoy)	(Battle Victoria Resources (US) Inc.	Lander	07/11/11	75,855.00
Victoria Resources (US) Inc	Victoria Resources (US) Inc.	Lander	07/11/11	37,315.00
Victoria Resources (US) Inc Mining Corp)	(Newmont Victoria Resources (US) Inc.	Pershing	07/11/11	30,225.00
Victoria Resources (US) Inc	Victoria Resources (US) Inc.	Pershing	07/11/11	24,055.00
Cordex Exploration Company	Cordex Exploration Company	Elko	07/15/11	2,520.00
Cordex Exploration Company	Cordex Exploration Company	Elko	07/15/11	3,290.00
Cordex Exploration Company	Cordex Exploration Company	Elko	07/15/11	2,550.00
Cordex Exploration Company	Cordex Exploration Company	Churchill	07/15/11	2,660.00
Cordex Exploration Company	Cordex Exploration Company	Humboldt	07/15/11	3,060.00
Cordex Exploration Company	Cordex Exploration Company	Humboldt	07/15/11	510.00
Cordex Exploration Company	Cordex Exploration Company	Esmeralda	07/15/11	2,240.00
Cordex Exploration Company	Cordex Exploration Company	Lincoln	07/15/11	595.00
Cordex Exploration Company	Cordex Exploration Company	Esmeralda	07/15/11	2,465.00
Cordex Exploration Company	Cordex Exploration Company	Esmeralda	07/15/11	2,975.00
Cordex Exploration Company	Cordex Exploration Company	Elko	07/15/11	2,975.00
Cordex Exploration Company	Cordex Exploration Company	Nye	07/15/11	14,790.00
Cordex Exploration Company	Cordex Exploration Company	White Pine	07/15/11	2,380.00
Cordex Exploration Company	Cordex Exploration Company	Lander	07/15/11	1,530.00
Tatmar Ventures US Inc.	Tatmar Ventures US Inc.	Lander	07/10/11	25,500.00
Minerals Exploration & Development Inc.	Minerals Exploration & Development Inc.	Mineral	07/18/11	5,460.00
Minerals Exploration & Development Inc.	Minerals Exploration & Development Inc.	Nye	07/18/11	1,820.00
Minerals Exploration & Development Inc.	Minerals Exploration & Development Inc.	Esmeralda	07/18/11	1,960.00
Oro Nevada LLC	Oro Nevada LLC	Humboldt	07/18/11	700.00
Oro Nevada LLC	Oro Nevada LLC	Humboldt	07/18/11	2,730.00
Coral Resources Inc.	Coral Resources Inc.	Lander	07/25/11	50,057.00
Liberty Silver Corp	Liberty Silver Corp	Pershing	07/18/11	1,260.00
Western States Mineral Corp	Western States Mineral Corp	Eiko	07/18/11	2,030.00
Joseph Anthony Kizis, Jr.	Joseph Anthony Kizis, Jr.	Lander	07/18/11	4,830.00
Pronto Prospects LLC	Pronto Prospects LLC	Humboldt	07/18/11	2,450.00
Sleeping Midas LLC	Sleeping Midas LLC	Pershing	07/18/11	17,425.00

ATTACHMENT B

Refund of Mining Fees Paid Pursuant to NRS 517.187
As of September 28, 2011

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Sleeping Midas LLC	Sleeping Midas LLC	Humboldt	07/18/11	680.00
Jipangu Exploration Inc.	Jipangu Exploration Inc.	Pershing	07/20/11	19,635.00
Jipangu Exploration Inc.	Jipangu Exploration Inc.	Churchill	07/20/11	11,900.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	1,020.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	9,860.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	7,225.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	16,235.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	5,355.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	6,885.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	3,825.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	2,800.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	3,780.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	4,620.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Eureka	07/16/11	3,060.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Lander	07/16/11	13,685.00
Bravo Alaska, Inc.	Bravo Alaska, Inc.	Lander	07/16/11	1,852.50
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Lander	07/20/11	2,550.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Churchill	07/20/11	2,465.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Churchill	07/20/11	1,820.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Lander	07/20/11	1,330.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Lander	07/20/11	10,370.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Churchill	07/20/11	4,420.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Churchill	07/20/11	350.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	nye	07/20/11	2,465.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	nye	07/20/11	280.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Elko	07/20/11	7,225.00
Rio Fortuna Exploration (U.S.) Inc.	Rio Fortuna Exploration (U.S.) Inc.	Washoe	07/20/11	11,645.00
Mountain View Exploration Inc	Mountain View Exploration Inc	Humboldt	07/21/11	280.00
Mountain View Exploration Inc	Mountain View Exploration Inc	Elko	07/21/11	700.00
R.J. Sandberg	R.J. Sandberg	Mineral	07/21/11	2,660.00
Washoe Gold Inc.	Washoe Gold Inc.	Washoe	07/21/11	19,380.00
Washoe Gold Inc. for Eureka Gold	Washoe Gold Inc.	Humboldt	07/21/11	30,430.00
Washoe Gold Inc. for Enigma Resources	Washoe Gold Inc.	Lyon	07/21/11	9,435.00
Washoe Gold Inc. for Cameron Stitzel	Washoe Gold Inc.	Humboldt	07/21/11	1,890.00
Washoe Gold Inc. for Darryl Killian	Washoe Gold Inc.	Humboldt	07/21/11	9,520.00
Washoe Gold Inc. for Plaroro West Inc and ICN Resources	Washoe Gold Inc.	Washoe	07/21/11	20,230.00
Washoe Gold Inc. for Tim Percival	Washoe Gold Inc.	Humboldt	07/21/11	4,970.00
Gitenenes Exploration Inc. for Goodsprings Explortation LLC	Gitennes Exploration Inc.	Lincoln	07/21/11	3,710.00
Nevoro Nevada Inc.	Desert Ventures Inc.	Nye	07/21/11	1,330.00
Paradise Peak Mining LLC	Desert Ventures Inc.	Nye	07/21/11	2,730.00
Desert Valley Gold	Desert Valley Gold	Humboldt	07/21/11	7,700.00
Almaden America Inc	Almaden America Inc	Mineral	07/21/11	340.00
Almaden America Inc	Almaden America Inc	Douglas	07/21/11	10,880.00
Almaden America Inc	Almaden America Inc	Esmeralda	07/21/11	2,125.00
Almaden America Inc	Almaden America Inc	Nye	07/21/11	4,080.00
Robert L Foster & J c Winrod	Robert L Foster	Lander	7/212011	8,400.00
Hartmut W Baitis	Hartmut W Baitis	Mineral	07/25/11	5,910.00
The DDB Syndicate	The DDB Syndicate	Esmeralda	07/25/11	12,495.00
Columbus SM LLC	Columbus SM LLC	Esmeralda	07/25/11	10,430.00
Great Basin Enterprises LLC	Great Basin Enterprises LLC	Esmeralda	07/25/11	2,940.00
Great Basin Enterprises LLC	Great Basin Enterprises LLC	Elko	07/25/11	980.00
Mack Taylor	Mack Taylor	Pershing	07/25/11	2,660.00
Comstock Mining Inc,	Comstock Mining Inc.	Storey	07/26/11	20,400.00
Comstock Mining Inc,	Comstock Mining Inc.	Lyon	07/26/11	3,360.00
Halliburton	Halliburton	Eureka	07/26/11	1,610.00
Halliburton	Halliburton	Lander	07/26/11	2,240.00
Orsa Ventures	Orsa Ventures	Pershing	07/26/11	2,450.00

ATTACHMENT B

Refund of Mining Fees Paid Pursuant to NRS 517.187
As of September 28, 2011

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Hondo Mining Company, LLC	Hondo Mining Company, LLC	Humboldt	07/27/11	700.00
Hondo Mining Company, LLC	Hondo Mining Company, LLC	Elko	07/27/11	210.00
Hondo Mining Company, LLC	Hondo Mining Company, LLC	Churchill	07/27/11	70.00
Frances Bilbao	Frances Bilbao	Elko	07/26/11	2,660.00
Renegade Mineral Holdings, LLC	Renegade Mineral Holdings, LLC	Storey	07/26/11	1,890.00
Barbara F. Manning	Barbara F. Manning	Lincoln	07/27/11	1,050.00
Mineral Ridge Gold, LLC	Mineral Ridge Gold, LLC	Esmeralda	07/27/11	41,395.00
Little Valley Group, LLC	Little Valley Group, LLC	Pershing	07/28/11	1,540.00
Sedi-Met, Inc	Sedi-Met, Inc	Mineral	07/28/11	7,980.00
New World Resources U.S., Inc	New World Resources U.S., Inc	White Pine	07/28/11	21,590.00
CR Reward Corporation	Canyon Resources Corporation	Nye	07/25/11	8,190.00
Atna Resources Inc.	Atna Resources Inc.	Lincoln	07/25/11	11,475.00
HCA Mountain Minerals limited	HCA Mountain Minerals limited	Nye	07/29/11	1,400.00
Diversified Inholdings LLC	Diversified Inholdings LLC	Mineral	07/29/11	16,830.00
Diversified Inholdings LLC	Diversified Inholdings LLC	Nye	07/29/11	5,015.00
Nevada High Desert Gold LLC	High Desert Gold Corporation	Lincoln	07/28/11	18,445.00
Nevada High Desert Gold LLC	High Desert Gold Corporation	Mineral	07/28/11	3,060.00
Larry McIntosh	Larry McIntosh	Churchill	07/26/11	1,190.00
Larry McIntosh	Larry McIntosh	Mineral	07/26/11	8,415.00
Bottom Family Trust	Bottom Family Trust	Nye	07/25/11	910.00
Bottom Family Trust	Bottom Family Trust	Esmeralda	07/25/11	2,170.00
Agents of Fortune	Agents of Fortune	Eureka	08/01/11	11,480.00
Idaho Resources Corporation	Idaho Resources Corporation	Eureka	08/01/11	40,970.00
777 Minerals Inc.	777 Minerals Inc.	Nye	08/01/11	6,300.00
TGC Holdings Ltd.	TGC Holdings Ltd.	Churchill	08/01/11	3,825.00
TGC Holdings Ltd.	TGC Holdings Ltd.	Pershing	08/01/11	19,380.00
Lake Mountain Mining, LLC	Lake Mountain Mining, LLC	Washoe	08/01/11	9,380.00
Lake Mountain Mining, LLC for Babe Mines	Lake Mountain Mining, LLC	Washoe	08/01/11	140.00
Lake Mountain Mining, LLC	Lake Mountain Mining, LLC	Washoe	08/01/11	770.00
for Olinghouse Development Co. LLC	South Branch Resources LLC	Pershing	08/01/11	1,330.00
South Branch Resources LLC	Thunder Mountain Gold, Inc.	Lander	08/01/11	4,200.00
Thunder Mountain Gold, Inc.	Steve Sutherland	Elko	08/03/11	1,610.00
Steve Sutherland	Nevada Moray Inc.	White Pine	08/05/11	15,130.00
Nevada Moray Inc.	Nevada Moray Inc.	Nye	08/05/11	7,905.00
Nevada Moray Inc.	Nev-Adanac, Inc	Nye	08/05/11	13,930.00
Nev-Adanac, Inc	Tim Neal	Pershing	08/05/11	7,630.00
Tim Neal	Timothy J. Percival	Lander	08/05/11	1,610.00
Timothy J. Percival	Mexivada Mining Corporation	Nye	08/03/11	5,355.00
Mexivada Mining Corporation	Mexivada Mining Corporation	Elko	08/03/11	12,665.00
Mexivada Mining Corporation	Kinross Gold USA, Inc	Pershing	08/03/11	145,080.00
Kinross Gold USA, Inc	Kinross Gold USA, Inc	Lander	08/03/11	96,135.00
Kinross Gold USA, Inc	Kinross Gold USA, Inc	Nye	08/03/11	655,200.00
Kinross Gold USA, Inc	Kinross Gold USA, Inc	Esmeralda	08/03/11	48,495.00
S & B Industrial Minerals	S & B Industrial Minerals	Lincoln	08/08/11	3,430.00
Lucretia Chris Weers	Lucretia Chris Weers	Nye	08/08/11	2,100.00
Carlin Trend Mining Services for Western Geoscience Inc.	Carlin Trend Mining Services	Elko	08/08/11	5,355.00
MXS, Inc	MXS, Inc	Pershing	08/08/11	28,475.00
MXS, Inc	MXS, Inc	Lincoln	08/08/11	15,045.00
Montana Gold Mining Company, Inc.	Montana Gold Mining Company, Inc.	Elko	08/08/11	1,120.00
Geoxplor Corporation	Geoxplor Corporation	Esmeralda	08/08/11	8,400.00
Geoxplor Corporation	Geoxplor Corporation	Nye	08/08/11	1,400.00
Desert Hawk Resources Inc.	Desert Hawk Resources Inc.	Lander	08/08/11	10,200.00
William Henkle Jr.	William Henkle Jr.	White Pine	08/11/11	1,330.00
Salt River Marerials Group	Salt River Marerials Group	Lincoln	08/11/11	39,185.00
Lory Kohlmoos	Lory Kohlmoos	White Pine	08/11/11	6,020.00
Lory Kohlmoos	Lory Kohlmoos	Nye	08/11/11	5,110.00

ATTACHMENT B

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As of September 28, 2011

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Reba E. Gonzales	Reba E. Gonzales	Lander	08/12/11	2,030.00
Lamonte Duffy	Lamonte Duffy	Pershing	08/16/11	490.00
Sundesert Mining Co.	Sundesert Mining Co.	Humboldt	08/12/11	2,100.00
J. Robert Geertson, Trustee	J. Robert Geertson, Trustee			
Mountain City Trust	Mountain City Trust	Elko	08/15/11	3,850.00
Eureka Moly, LLC	Eureka Moly, LLC	Eureka	08/15/11	7,630.00
Eureka Moly, LLC	Eureka Moly, LLC	Eureka	08/15/11	275,340.00
Bobcat Properties, Inc.	Bobcat Properties, Inc.	Lincoln	08/15/11	3,430.00
Gold Canyon Resources Inc.	Gold Canyon Resources Inc.	Humboldt	08/16/11	12,250.00
Bamco Exploration Inc.	Bamco Exploration Inc.	Elko	08/17/11	840.00
Nevgold Resource Corp.	Nevgold Resource Corp.	Elko	08/16/11	3,360.00
Archangel Resources, LLC	Archangel Resources, LLC	Nye	08/16/11	6,860.00
Quinton Hennigh	Quinton Hennigh	Humboldt	08/17/11	2,520.00
Evolving Gold Corp	Evolving Gold Corp	Humboldt	08/17/11	20,315.00
Evolving Gold Corp	Evolving Gold Corp	Elko	08/17/11	39,100.00
Evolving Gold Corp	Evolving Gold Corp	Eureka	08/17/11	21,250.00
Entree Gold (US) Inc.	Entree Gold (US) Inc.	Lyon	08/17/11	63,835.00
Entree Gold (US) Inc.	Entree Gold (US) Inc.	Douglas	08/17/11	24,650.00
Nevada Mine Properties II, Inc.	Nevada Mine Properties II, Inc.	Elko	08/17/11	4,340.00
NV Gold Corporation	NV Gold Corporation	Eureka	08/17/11	18,105.00
Nutritional Addtives	Nutritional Addtives	Humboldt	08/19/11	70.00
Nutritional Addtives	Nutritional Addtives	Pershing	08/19/11	770.00
Paradise Peak Mining LLC	Desert Ventures Inc.	Mineral	07/21/11	1,470.00
Foundation Markets, Inc.	Foundation Markets, Inc.	Lander	08/08/11	7,310.00
David C. Knight	David C. Knight	Clark	08/29/11	4,080.00
David C. Knight	David C. Knight	Eureka	08/29/11	17,765.00
International Millenium Mining Corp.	International Millenium Mining Corp.	Mineral	08/29/11	11,340.00
International Millenium Mining Corp.	International Millenium Mining Corp.	Esmeralda	08/29/11	630.00
International Millenium Mining Corp.	International Millenium Mining Corp.	Esmeralda	08/29/11	1,530.00
Gold Standard Ventures	Gold Standard Ventures	Eureka	08/29/11	14,620.00
Gold Standard Ventures	Gold Standard Ventures	Eureka	08/29/11	3,080.00
Gold Standard Ventures	Gold Standard Ventures	Elko	08/29/11	15,215.00
Brancote US Inc.	Brancote US Inc.	Nye	08/29/11	2,170.00
Brancote US Inc.	Brancote US Inc.	Elko	08/29/11	1,050.00
Brancote US Inc.	Brancote US Inc.	Esmeralda	08/29/11	1,120.00
Brancote US Inc.	Brancote US Inc.	Lander	08/29/11	2,520.00
Miranda USA, Inc.	Miranda USA, Inc.	Esmeralda	08/29/11	9,605.00
Miranda USA, Inc.	Miranda USA, Inc.	Humboldt	08/29/11	9,180.00
Miranda USA, Inc.	Miranda USA, Inc.	Lander	08/29/11	12,750.00
Miranda USA, Inc.	Miranda USA, Inc.	Lander	08/29/11	6,460.00
Miranda USA, Inc.	Miranda USA, Inc.	Elko	08/29/11	5,865.00
Miranda USA, Inc.	Miranda USA, Inc.	Eureka	08/29/11	2,720.00
Miranda USA, Inc.	Miranda USA, Inc.	Eureka	08/29/11	12,155.00
Miranda USA, Inc.	Miranda USA, Inc.	Elko	08/29/11	6,090.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Eureka	08/22/11	2,500.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Nye	08/22/11	3,060.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Lincoln	08/22/11	510.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Lincoln	08/22/11	1,560.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Douglas	08/22/11	1,700.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Churchill	08/22/11	1,530.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Mineral	08/22/11	6,970.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Mineral	08/22/11	9,350.00
Pilot Gold (USA) Inc.	Pilot Gold (USA) Inc.	Elko	08/22/11	28,655.00
Lithium Corporation	Lithium Corporation	Esmeralda	08/23/11	840.00
Lithium Corporation	Lithium Corporation	Churchill	08/23/11	7,560.00
Lithium Corporation	Lithium Corporation	Lander	08/23/11	4,340.00
Boxxer Gold Corp	Boxxer Gold Corp	Clark	08/05/11	55,165.00
Boxxer Gold Corp	Boxxer Gold Corp	Churchill	08/05/11	6,930.00
Surprise Valley Land Company, LLC	Surprise Valley Land Company, LLC	Washoe	08/24/11	1,400.00

**Refund of Mining Fees Paid Pursuant to NRS 517.187
As of September 28, 2011**

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date</u>		<u>Amount Paid</u>
			<u>Claim</u>	<u>Received</u>	
Henry Filippini	Henry Filippini	Lander	08/24/11		1,750.00
National Oilwell Varco-Minerals	National Oilwell Varco-Minerals	Lander	08/24/11		2,465.00
National Oilwell Varco-Minerals	National Oilwell Varco-Minerals	Nye	08/24/11		6,885.00
National Oilwell Varco-Minerals	National Oilwell Varco-Minerals	Elko	08/24/11		8,670.00
Queensgate Resources US Inc	Queensgate Resources US Inc	Esmeralda	08/25/11		6,370.00
Queensgate Resources US Inc	Queensgate Resources US Inc	Mineral	08/25/11		420.00
Queensgate Resources US Inc	Queensgate Resources US Inc	Nye	08/25/11		4,620.00
Barrick Cortez Inc. (Barrick)	Barrick Cortez Inc.	Eureka	08/25/11		615,225.00
Barrick Cortez Inc. (Barrick)	Barrick Cortez Inc.	Lander	08/25/11		1,211,730.00
Barrick Gold Exploration Inc.	Barrick Gold Exploration Inc.	Humboldt	08/25/11		61,425.00
Barrick Gold Exploration Inc.	Barrick Gold Exploration Inc.	Elko	08/25/11		179,010.00
Barrick Gold Exploration Inc.	Barrick Gold Exploration Inc.	Pershing	08/25/11		132,015.00
Barrick Gold Exploration Inc.	Barrick Gold Exploration Inc.	Lander	08/25/11		35,100.00
Barrick Gold Exploration Inc.	Barrick Gold Exploration Inc.	Eureka	08/25/11		304,785.00
Pinson Mining Company (Barrick)	Pinson Mining Company	Humboldt	08/25/11		78,540.00
Barrick Gold US Inc.	Barrick Gold US Inc.	White Pine	08/25/11		1,394,055.00
Barrick Bullfrog Inc.	Barrick Bullfrog Inc.	Nye	08/25/11		13,300.00
Robert R. Robison	Robert R. Robison	Elko	08/25/11		3,850.00
Gold Range Company LLC	Gold Range Company LLC	Elko	08/26/11		3,570.00
Gold Range Company LLC	Gold Range Company LLC	Pershing	08/26/11		6,720.00
Gold Range Company LLC	Gold Range Company LLC	Humboldt	08/26/11		1,960.00
Gold Range Company LLC	Gold Range Company LLC	Churchill	08/26/11		700.00
Geoinformatics Alaska Exploration Inc.	Geoinformatics Alaska Exploration Inc.	Lander	08/26/11		6,970.00
Corvus Gold Nevada Inc.	Corvus Gold Nevada Inc.	Nye	08/29/11		18,105.00
Peake Land Services LLC for Oregon Energy LLC	Peake Land Services LLC	Humboldt	08/29/11		2,450.00
Richard & Linda L. Brook	Richard & Linda L. Brook	Pershing	08/29/11		2,660.00
Railroad & Gold LLC	Railroad & Gold LLC	Storey	08/30/11		1,120.00
Lincoln Gold US Corp	Lincoln Gold US Corp	Lyon	09/01/11		19,890.00
Consolidated Goldfields Corp.	Consolidated Goldfields Corp.	Mineral	09/01/11		8,330.00
Consolidated Goldfields Corp.	Consolidated Goldfields Corp.	Esmeralda	09/01/11		840.00
Enigma Resources LLC	Enigma Resources LLC	Mineral	09/01/11		13,005.00
Freeport-McMoran Copper & Gold for Freeport-McMoran Exploration Corp.	Freeport-McMoran Copper & Gold	Esmeralda	09/02/11		2,995.00
Freeport-McMoran Copper & Gold for Freeport-McMoran Mineral Properties Inc.	Freeport-McMoran Copper & Gold	Clark	09/02/11		28,560.00
Freeport-McMoran Copper & Gold for Newmont USA Limited	Freeport-McMoran Copper & Gold	Lander	09/02/11		7,020.00
Freeport-McMoran Copper & Gold for Battle Mountain Gold Company	Freeport-McMoran Copper & Gold	Lander	09/02/11		6,825.00
Freeport-McMoran Copper & Gold for Battle Amax Exploration Inc.	Freeport-McMoran Copper & Gold	Lander	09/02/11		24,990.00
Golden Phoenix Minerals Inc.	Golden Phoenix Minerals Inc.	Humboldt	09/02/11		7,210.00
Golden Phoenix Minerals Inc.	Golden Phoenix Minerals Inc.	Esmeralda	09/02/11		7,070.00
Robert L. Patrie	Robert L. Patrie	Churchill	09/05/11		2,100.00
Aka Ventures Inc.	Aka Ventures Inc.	Pershing	08/23/11		3,500.00
American Gold Capital US Inc.	American Gold Capital US Inc.	Lyon	09/09/11		425.00
American Gold Capital US Inc. for Sierra Denali Minerals Inc.	American Gold Capital US Inc.	Lyon	09/09/11		1,820.00
American Gold Capital US Inc.	American Gold Capital US Inc.	Lyon	09/09/11		35,190.00
Rick & Keel E. McClintick Living Trust	Rick & Keel E. McClintick Living Trust	Humboldt	09/09/11		1,680.00
Nevada Rae Gold, Inc.	Nevada Rae Gold, Inc.	Lander	09/09/11		2,345.00
Fernley Gold, Inc	Fernley Gold, Inc	Washoe	09/09/11		1,190.00
Pilot Mountain Resources, Inc	Pilot Mountain Resources, Inc	Mineral	09/09/11		1,575.00
Lithium Corporation	Lithium Corporation	Esmeralda	09/14/11		6,800.00
Gold Dyke Mines	Gold Dyke Mines	Nye	08/26/11		280.00
Gold Dyke Mines	Gold Dyke Mines	Mineral	08/26/11		5,180.00
Nevada North Resources (USA) Inc.	Nevada North Resources (USA) Inc.	Humboldt	09/19/11		9,520.00
Paragon Precious Metals, LLC	Paragon Precious Metals, LLC	Nye	09/19/11		1,470.00

ATTACHMENT B

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As of September 28, 2011

<u>Name</u>	<u>Make Check Payable To</u>	<u>County Where Fees Paid</u>	<u>Date Received Claim</u>	<u>Amount Paid</u>
Paragon Precious Metals, LLC	Paragon Precious Metals, LLC	Humboldt	09/19/11	6,300.00
Paragon Precious Metals, LLC	Paragon Precious Metals, LLC	Elko	09/19/11	420.00
Nevada Western Silica Inc.	Nevada Western Silica Inc.	Esmeralda	09/19/11	6,720.00
Nevada Western Silica Inc.	Nevada Western Silica Inc.	Nye	09/19/11	210.00
Farmer John Egg Enterprises Inc.	Farmer John Egg Enterprises Inc.	Humboldt	09/19/11	1,050.00
	Total Refunds			<u>\$8,184,269.50</u>

NRS 517.180 Location of blind or unknown lode or vein in tunnel. All blind lodes, or veins or lodes not previously known to exist, discovered in a tunnel run for the development of a vein or lode, or for the discovery of mines, and within 3,000 feet from the face of such tunnel, shall be located upon the surface and held in like manner to other lode claims under the provisions of this chapter.

[22:89:1897; C § 229; RL § 2443; NCL § 4141]

General Provisions

NRS 517.185 Fee for each document filed; disposition.

1. In addition to any recording fee, each filing pursuant to NRS 517.050, 517.080, 517.110, 517.140, 517.170, 517.200 and 517.230 must be submitted with a filing fee in an amount established pursuant to subsection 2. The county recorder shall collect the filing fee and, on or before the fifth working day of each month, deposit with the county treasurer all such fees collected during the preceding month. The county treasurer shall quarterly pay the money collected to the Division. The Division shall deposit with the State Treasurer, for credit to the Account for the Division of Minerals created pursuant to NRS 513.103, all money received pursuant to this section.

2. The Commission on Mineral Resources shall, by regulation, establish the filing fee required pursuant to subsection 1 in an amount not to exceed \$6 per claim.

(Added to NRS by 1985, 1494; A 1989, 1595; 1991, 1780; 1993, 298, 1686; 1995, 579; 1999, 891, 3629; 2001, 66)

NRS 517.187 Additional fee for filing made pursuant to NRS 517.230. [Effective through June 30, 2011.]

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

(Added to NRS by 2010, 26th Special Session, 91)

NRS 517.190 Notice of location: Filing; evidentiary effect. A locator of a mining claim or a claim for a mill site or tunnel right may file with the county recorder a notice of location which is prima facie evidence in all courts of justice of the first location of that claim.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]—(NRS A 1985, 1501)

NRS 517.195 Separate notices and certificates of location; effect of combining locations in notice or certificate.

1. A locator shall:

(a) Post a separate notice of location; and

(b) Record a separate certificate of location,

NRS 517.230 Affidavit of work performed or improvements made; affidavit of owner or claimant; evidentiary effect of affidavits.

1. On or before November 1 of the year for which labor is performed or improvements are made as required by law for a mining claim annually, the person in whose behalf the labor was performed or improvements made, or someone in the person's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The amount of money expended, or value of labor or improvements made, or both.
- (b) The character of expenditures or labor or improvements.
- (c) A description of the claim or part of the claim affected by the expenditures or labor or improvements.
- (d) The year for which the expenditures or labor or improvements were made and the dates on which they were made.
- (e) The name of the owner or claimant of the claim at whose expense the improvements or labor was made or performed.
- (f) The names of the persons, corporations, contractors or subcontractors who performed the work or made the improvements.

2. An affidavit made and recorded pursuant to subsection 1 or a copy thereof, certified by the county recorder, is prima facie evidence of the performance of the labor or the making of the improvements, or both.

3. On or before November 1 of each year that the performance of labor or the making of improvements is not required by law for a mining claim, the owner or claimant of the mining claim who intends to hold the claim, or someone in the owner or claimant's behalf, shall make and have recorded by the county recorder, in books kept for that purpose in the county in which the mining claim is situated, an affidavit setting forth:

- (a) The name and address of the owner or claimant of the mining claim.
- (b) The name of the mining claim, and the serial number, if any, assigned to the claim by the United States Bureau of Land Management.
- (c) The date that the affidavit was made.
- (d) A statement that the owner or claimant of the mining claim intends to hold the claim.

4. An affidavit made and recorded pursuant to subsection 3 or a copy thereof, certified by the county recorder, is prima facie evidence that the owner or claimant of the mining claim intended to hold the claim from 12 p.m. on September 1 of the year before the affidavit was made and recorded, until 11:59 a.m. on September 1 of the year that the affidavit was made and recorded.

[10:89:1897; C § 217; RL § 2431; NCL § 4129]—(NRS A 1960, 319; 1961, 422; 1969, 1003; 1971, 2202; 1985, 1502; 1993, 299)

NRS 517.280 Certificates of location need not be sworn to; no required form. Certificates of location need not be sworn to, and are not required to be in any specified form nor to state facts in any specific order, but must truly state the required facts.

[24:89:1897; added 1899, 93; C § 231; RL § 2445; NCL § 4143]—(NRS A 1961, 422)

NRS 517.290 Applicability of NRS 517.010 to 517.280, inclusive. The provisions of NRS 517.010 to 517.280, inclusive, shall be construed as equally applicable to all classes of locations, except where the requirement as to any one class is manifestly inapplicable to any other class or classes.

[23:89:1897; C § 230; RL § 2444; NCL § 4142]

NRS 517.300 Unlawful acts; penalties.

1. A person who willfully antedates or puts any false date or date other than the one on which the location is made upon any notice of location of any mining claim in this state is guilty of a category D felony and shall be punished as provided in NRS 193.130.

2. A person who willfully and knowingly makes a false material statement on the certificate of location or on any map required by this chapter is guilty of a category D felony and shall be punished as provided in NRS 193.130.

[1911 C&P § 410; RL § 6675; NCL § 10362]—(NRS A 1971, 2203; 1979, 1484; 1985, 1502; 1995, 1303)

EFFECT OF PREVIOUSLY RECORDED DOCUMENTS; CONVEYANCES

NRS 517.350 Written instruments recorded in office of county recorder before February 20, 1873, deemed to impart notice to subsequent purchasers and encumbrancers. All instruments of writing relating to mining claims copied into books of mining records or other records in the office of the county recorders of the several counties prior to February 20, 1873, shall, after February 20, 1873, be deemed to impart to subsequent purchasers and encumbrancers and all other persons whomsoever notice of the contents thereof. Nothing contained in this subsection shall be construed to affect any rights acquired or vested prior to February 20, 1873.

[1:20:1873; B § 320; BH § 2664; C § 2736; RL § 1635; NCL § 2136] + [2:20:1873; B § 321; BH § 2665; C § 2737; RL § 1636; NCL § 2137]—(NRS A 1971, 810)

NRS 517.360 Records of mining claims, mill sites or tunnel rights made by mining district recorder or county recorder before March 16, 1897, declared valid; evidentiary effect of record.

1. All records of lode or placer mining claims, mill sites or tunnel rights made by any mining district recorder or any county recorder prior to March 16, 1897, are hereby declared to be valid and to have the same force and effect as records made in pursuance of the provisions of NRS 517.010 to 517.280, inclusive.

2. Any such record, or a copy thereof duly verified by a mining district recorder or duly certified by a county recorder, shall be prima facie evidence of the facts therein stated.

[Part 3:89:1897; A 1907, 418; 1941, 92; 1931 NCL § 4122]

NRS 517.370 Conveyances of mining claims: Formalities; construction and proof of conveyances before December 12, 1862.

16

Assembly Bill No. 6-Committee of the Whole

CHAPTER.....

AN ACT relating to governmental financial administration; revising certain appropriations from the State General Fund for the support of the civil government of the State of Nevada; authorizing expenditures by certain agencies and entities of the State Government; providing for the transfer of certain appropriated money to the next fiscal year; requiring the Clean Water Coalition to transfer certain money to the State Controller for deposit in the State General Fund; increasing fees imposed for certain filings or registrations made with the Office of the Secretary of State; revising provisions relating to foreclosure of real property; revising provisions relating to the use of money in the Account for Common-Interest Communities and Condominium Hotels; increasing certain administrative assessments imposed against persons who commit certain crimes; authorizing the Department of Corrections to adopt regulations to allow the Department to deduct money credited to the Offenders' Store Fund for certain purposes and to impose a charge on purchases of electronic devices; providing for the temporary transfer of certain lobbyist registration fees; increasing certain fees charged by the State Registrar; authorizing the Department of Wildlife to use fees collected for processing applications for tags for certain additional purposes; imposing an additional fee for filing certain affidavits relating to mining claims; reducing the basic support guarantees of school districts for purposes of apportionments from the State Distributive School Account; requiring the Department of Taxation to allow for the payment of delinquent taxes, fees or assessments without a penalty for a limited period in certain circumstances; requiring the Division of Insurance of the Department of Business and Industry to carry out a desk audit program to audit insurance premium tax returns; providing for the use of money from an award from the Temporary Assistance for Needy Families Emergency Contingency funds; making appropriations; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Legislature appropriated various sums of money for the support of the government of the State of Nevada during the 2009 Legislative Session. **Sections 1-7** of this bill reduce certain appropriations for Fiscal Years 2009-2010 and 2010-2011. **Sections 8 and 9** of this bill authorize expenditures of money by certain



3. *The issuance of ~~++~~ licenses, permits and tags.*

Sec. 47. Chapter 517 of NRS is hereby amended by adding thereto a new section to read as follows:

1. An additional fee is hereby imposed upon each filing made pursuant to NRS 517.230 regarding a mining claim held by a person who holds 11 or more mining claims in this State on the date of that filing, in the amount determined in accordance with subsection 2. The person making that filing shall remit the fee to the county recorder in such a manner that, at the option of that person:

(a) The fee is paid in full at the time of the filing;

(b) One-half of the fee is paid at the time of the filing and the remainder of the fee is paid not later than June 1 of the calendar year immediately following the filing date; or

(c) The fee is paid in full not later than June 1 of the calendar year immediately following the filing date.

2. If the greatest number of mining claims held in this State by any of the persons who hold any of the mining claims to which a filing made pursuant to NRS 517.230 pertains is:

(a) Not less than 11 and not more than 199 on the date of that filing, the fee imposed by this section is \$70 for each mining claim to which the filing pertains.

(b) Not less than 200 and not more than 1,299 on the date of that filing, the fee imposed by this section is \$85 for each mining claim to which the filing pertains.

(c) Not less than 1,300 on the date of that filing, the fee imposed by this section is \$195 for each mining claim to which the filing pertains.

3. The county recorder shall:

(a) Obtain from each person who makes a filing pursuant to NRS 517.230 an affidavit declaring that the greatest number of mining claims held in this State on the date of that filing by any of the persons who hold any of the mining claims to which the filing pertains is:

(1) Less than 11;

(2) Not less than 11 and not more than 199;

(3) Not less than 200 and not more than 1,299; or

(4) Not less than 1,300; and

(b) Based upon the information set forth in that affidavit, collect any fee imposed on that filing pursuant to this section.

4. Any person who:

(a) Fails to pay the fee imposed pursuant to this section within the time required shall pay a penalty in the amount of 10 percent



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of the amount of the fee that is owed, in addition to the fee, plus interest at the rate of 1 percent per month, or fraction of a month, from the date on which the fee is due until the date of payment.

(b) Knowingly makes a false declaration in an affidavit provided to a county recorder pursuant to subsection 3 is guilty of a misdemeanor and shall pay the amount of any additional fee, penalty and interest required pursuant to this section on account of the falsification.

5. The county recorder shall, on or before the fifth working day of each month, deposit with the county treasurer all the fees, penalties and interest imposed pursuant to this section which are collected during the preceding month. The county treasurer shall quarterly remit all money so collected to the State Controller, who shall place the money in the State General Fund.

6. The State Controller shall take such action as may be necessary to ensure that the fees, penalties and interest imposed pursuant to this section are paid in full.

Secs. 48-52. [These sections were deleted.]

Sec. 53. Section 1 of chapter 389, Statutes of Nevada 2009, at page 2126, is hereby amended to read as follows:

Section 1. The basic support guarantee for school districts for operating purposes for the 2009-2010 Fiscal Year is an estimated weighted average of ~~+\$5,254~~ **\$5,186** per pupil. For each respective school district, the basic support guarantee per pupil for the 2009-2010 Fiscal Year is:

Carson City	+\$6,228	\$6,155
Churchill	+\$6,204	\$6,122
Clark	+\$5,025	\$4,962
Douglas	+\$5,333	\$5,268
Elko	+\$6,815	\$6,730
Esmeralda	+\$17,039	\$16,835
Eureka		\$100
Humboldt	+\$6,402	\$6,322
Lander	+\$6,264	\$6,184
Lincoln	+\$9,866	\$9,743
Lyon	+\$6,673	\$6,594
Mineral	+\$8,656	\$8,541
Nye	+\$6,582	\$6,504
Pershing	+\$8,368	\$8,263
Storey	+\$6,567	\$6,486
Washoe	+\$5,350	\$5,284
White Pine	+\$7,444	\$7,025



Sec. 68. If any provision of this act, or the application thereof to any person, thing or circumstance, is held invalid, such invalidity shall not affect any provision or application of this act which can be given effect without the invalid provision or application, and to this end the Legislature declares that:

1. Each provision of this act is severable and independent;
2. The Legislature would have passed this act and each valid provision thereof, irrespective of the invalid provision or application; and
3. Each valid provision or application must be given effect to the fullest extent possible, irrespective of the invalid provision or application.

Sec. 69. 1. This section and sections 1 to 18, inclusive, 20 to 30, inclusive, 32, 34 to 37, inclusive, 39, 43, 44, 46 to 63, inclusive, and 65 to 68, inclusive, of this act become effective upon passage and approval.

2. Sections 19 and 31 of this act become effective on April 1, 2010.

3. Section 64 of this act becomes effective on May 1, 2010.

4. Sections 33, 38, 40, 41, 42 and 45 of this act become effective on July 1, 2010.

5. Sections 36 and 47 of this act expire by limitation on June 30, 2011.





STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION

Victims of Crime Program

P.O. Box 94525 | Las Vegas, Nevada 89193-1525
Southern Nevada: (702) 486-2740 | www.vocp.nv.gov | Northern Nevada: (775) 688-2900

October 21, 2011

To: Jeff Mohlenkamp, Clerk
Board of Examiners

From: Bryan Nix, Coordinator
Victims of Crime Program

Re: VOCP 1st Quarter FY 2012 Report, and 2nd Quarter FY 2012
Recommendation

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. The VOCP pays claims in accordance with the rules and regulations adopted by the Board pursuant to NRS 217.130. When a vendor accepts a payment reduced pursuant to VOCP policies, NRS 217.245 provides that the claim is deemed paid in full. NRS 217.260 requires that (a) Claims be categorized as to their priority; and (b) Claims categorized as the highest priority be paid, in whole or in part, before other claims.

BOE Policies for the VOCP provide for payment of Priority One and Two claims during the quarter, and for payment of accrued Priority Three claims at the end of each quarter. Priority One and Two claims are bills for current medical treatment, lost wages, funeral expenses, counseling, etc. Priority Three claims are bills the applicant owed prior to claim acceptance such as hospital emergency room and related bills. The VOCP pays the "approved" amount, which is the amount approved for payment after bill review and application of fee schedules or other payment adjustments pursuant to BOE policies.

The VOCP paid all Priority One and Two, and Priority Three claims at 100% of their approved amount for all of FY 2011.

Claim Payments Made Year to Date Fiscal Year 2012

The following chart shows claim payments made year to date in FY 2012, by benefit type. As this chart shows the VOCP has satisfied **\$9,056,821.49** in victim medical bills and claims for **\$1,518,057.74** of available funding. After bill review and application of

BOE Policies we had a total savings of **\$7,538,763.75** over the billed amount in first quarter fiscal year 2012.

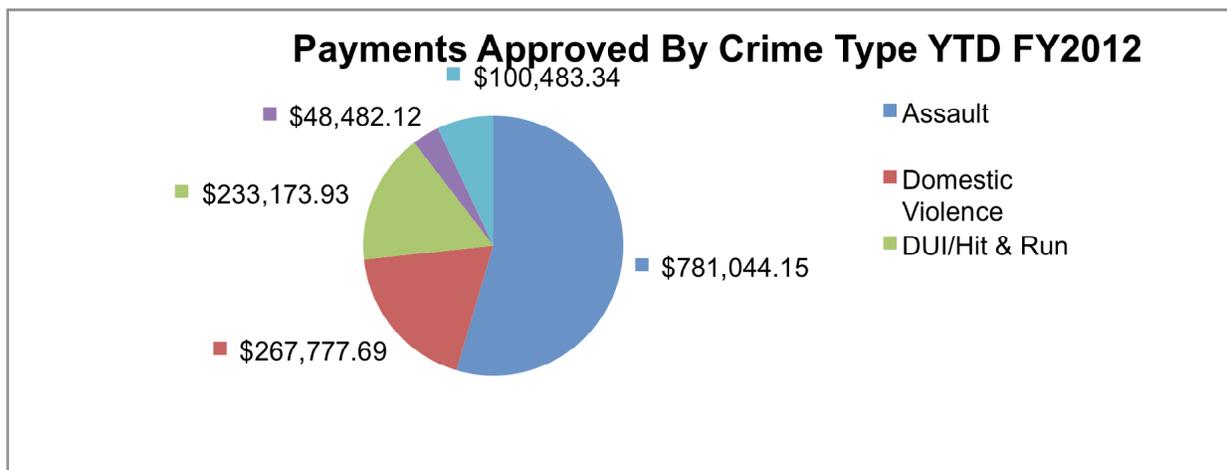
Payment Amounts by Type Fiscal Year 2012				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Chiropractic	66	35,300.78	15,896.04	19,404.74
Counseling	719	174,426.11	38,846.01	135,580.10
Survivor Benefits	5	6,300.00	0.00	6,300.00
Dental	71	210,628.64	87,353.79	123,274.85
Discretionary*	89	76,243.85	0.00	76,243.85
Funeral Expense	19	57,854.12	6,452.59	51,401.53
Lost Wages	76	64,936.94	0.00	64,936.94
Medical - Hospital	130	509,693.24	445,962.72	63,730.52
Medical - Other	464	246,896.69	74,630.96	172,265.73
Prescription	125	13,943.20	637.82	13,305.38
Physical Therapy	84	33,780.72	6,197.05	27,583.67
Vision	31	14,896.99	1,840.88	13,056.11
Pending Priority Three Payments 1st Quarter 2012	757	7,611,920.21	6,860,945.89	750,974.32
Total Payments YTD FY2012	2636	\$9,056,821.49	\$7,538,763.75	\$1,518,057.74

*Discretionary payments include: Relocations, Temporary Housing, Crime Scene Clean-up, etc.

There are **\$7,611,920.21** in pending Priority Three Claims (hospital bills, etc), which will be paid for **\$750,974.32**, which is 100% of the approved amount at the end of the 1st quarter FY 2012.

Victim Payments by Crime Type Fiscal Year 2012

The following pie chart shows amounts approved for payment by crime type, during Fiscal Year 2012.



Financial Review Fiscal Year 2012

The following chart shows projected revenues and fund balances, including reserves for FY 2012, and recommendations for 2nd quarter FY 2011 based on projections. These projections of revenue and anticipated expenses are used for purposes of determining compliance with NRS 217.260 and policies of the BOE adopted pursuant to NRS 217.130 and NRS 217.150.

Financial Position and Second Quarter 2012 Projections	
Projected Funds Available for Payments FY12 Less 45 Day Reserves	\$9,343,672.79
1st Quarter Priority 1 & 2 Payments	\$767,083.42
1st Quarter Priority 3 Payments	\$750,974.32
Total 1st Quarter Payments	\$1,518,057.74
Projected Funds Available for Remainder FY 2012 Less 45 Day Reserves	\$6,690,318.43
Projected Funds Available for 2nd Quarter FY 2012	\$2,230,106.14
Projected Payments 2nd Quarter FY 2012*	\$1,761,254.63
Projected Quarterly Funds Remaining After Payments - Add to Reserves	\$468,851.51
Recommended Priority 3 Payment Percentage 2nd Quarter FY12	100%
<small>*Average of last 6 quarterly periods.</small>	

A 45-day operating expense reserve of \$1,135,296.62 is maintained to cover up to 45 days of victim's claims and administrative expenses.

As expected, revenues have been reduced due to the economic downturn. In 2010 overall revenues were \$1.2 million below projections. That trend continued in 2011, with overall revenues coming in \$400,000 below budgeted authority levels. The VOCP has seen significant decreases in revenue from Fines, Restitution, Wage Assessment, Court Assessment and Treasurers interest.

Fortunately the federal grant is considerably higher than last year. This year's federal grant is \$4,541,000.00, which is \$1,570,000.00 higher than last year's grant of \$2,971,000.00. Based on our payment history, we expect to see a reduction in the amount received from future grants, so excess funds in fiscal year 2012 will be reserved for future program expenditures.

Our current financial review shows that we have sufficient funding to cover remaining 1st quarter Priority Three payments at 100%, and we are projecting sufficient funds to continue paying all claims at 100% of the approved amount in the second quarter of Fiscal Year 2012.

VOCP Recommendation

We are projecting 2nd quarter priority one and two payments totaling **\$885,937.46** and priority three payments totaling **\$875,317.17**, for a total expense of **\$1,761,254.63**.

After reserving **\$1,135,296.62** for 45 days operating expenses, our budget shows VOCP revenues available for 2nd quarter total **\$2,230,106.14**.

Based on these projections the VOCP recommends paying Priority One and Two claims at **100%**, and Priority Three claims at **100%** of the approved amount for the 2nd quarter of FY 2012.



DEPARTMENT OF ADMINISTRATION

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

Date: October 3, 2011
To: Janet Murphy, Budget Analyst V
Department of Administration
From: Kristen Kolbe, Budget Analyst IV
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

OFFICE OF THE GOVERNOR, AGENCY FOR NUCLEAR PROJECTS

Description of item

Pursuant to Assembly Bill 240 of the 2011 Legislature, the Agency for Nuclear Projects seeks approval to enter into a contract with the former Acting Executive Director/Planning Division Administrator of the Nevada Agency for Nuclear Projects.

Nature of the Request

The agency cites a need for this contract due to the unusual economic circumstances over the last two biennia.

Recommendation

A similar contract was approved by the Interim Finance Committee on June 25, 2009, pursuant to Assembly Bill 463 of the 2009 Legislative Session. The agency has sufficient budgetary authority to pay for this request; the request appears reasonable.

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



OFFICE OF THE GOVERNOR
AGENCY FOR NUCLEAR PROJECTS

1761 E. College Parkway, Suite 118
Carson City, NV 89706-7954
Telephone (775) 687-3744 • Fax (775) 687-5277
E-mail: nwpo@nuc.state.nv.us

MEMORANDUM

TO: Kristen Kolbe
Budget Division

FROM: Robert J. Halstead
Executive Director 

DATE: September 28, 2011

SUBJECT: Request for Board of Examiners Approval to Contract with a Former Employee

Pursuant to AB 240, the Agency for Nuclear Projects is required to obtain pre-approval from the Board of Examiners to contract with Joe Strolin, former Acting Executive Director/Planning Division Administrator of the Nevada Agency for Nuclear Projects. Specifically, the new statute states that "a department, division or other agency of this State shall not enter into a contract with a person to provide services for the agency if: (b) The person is a former employee of an agency of this State and less than 2 years have expired since the termination of the person's employment with the State" [Section 1(a) and (b)] "unless the Board determines that one or more of the following circumstances exist: (a) The person provides services that are 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 for the agency to contract with the person." [Section 2(a) and (b)].

The Agency for Nuclear Projects is proposing to contract with Strolin Consulting LLC beginning in November 2011 for part-time work providing services that are not and cannot be provided by other Agency employees. As a result of significant reductions in the biennium budget for the Agency, the Planning Division Administrator position was again not funded. Because of budget cuts, there are no employees remaining in the Planning Division component of the Agency. Instead, the 2009 and 2011 sessions of the Legislature approved funding via contract in the amount of \$50,000 per year for part-time work carrying out and continuing essential Planning Division functions. This arrangement, which was first implemented during the FY 2010 – FY 2011 biennium, resulted in a savings of over \$100,000 per year when the salary and benefits required for funding the Planning Division Administrator position are taken into account.

In January 2011, the contract person implementing these services (Mr. Strolin) was asked by Governor Sandoval to serve as acting Executive Director for the Agency when the former director was appointed to head the Nevada Division of Motor Vehicles. As a result, the then-existing contract for this work was terminated.

I was appointed Executive Director in July 2011 and officially began work on September 19, 2011. Of necessity, the contract for the Planning Division work has remained unfilled since Mr. Strolin, the only one capable of stepping in and performing the needed services, was unavailable while he served as acting/interim Agency director until September 17, 2011.

The contract for which I am requesting approval would again be with Strolin Consulting, LLC and is intended to provide for the services of Joseph Strolin, the former Planning Division Administrator who retired initially in April 2009. Mr. Strolin had been with the Agency for over 25 years prior to his retirement, and I consider his services critical to the knowledge base and essential services required of the Agency during this extremely challenging period when the Agency and the State must confront highly specialized needs involving repository licensing, oversight, and radioactive materials transportation. As I am certain you are aware, the Yucca Mountain project is entering a critical phase with the ongoing and critically important Nuclear Regulatory Commission Yucca Mountain licensing proceeding. There is no other Agency employee (or no one in the state for that matter) who is capable of providing the services required by the Agency and called for under the proposed contract.

When the Agency first sought approval for this contract in 2009, it was required (at that time) to obtain concurrence from the Legislature's Interim Finance Committee. At the IFC meeting on June 25, 2009, IFC granted the required exception for a contract involving a former state employee. At that meeting, Assemblywoman Debbie Smith, a principal author of the legislation restricting contracts with former state employees, stated that the contract the Agency was proposing was an example of the kind of contract the statutory exemptions were specifically designed for. The relevant excerpt from the minutes of that meeting is quoted below:

"Mr. Ghiggeri stated the second issue was with Item 31, a contract between the Nevada Agency for Nuclear Projects and Strolin Consulting, LLC.

Mr. Bruce Breslow, Executive Director, Agency for Nuclear Projects, explained that the agency had made a proposal to the Ways and Means and Senate Finance Committees to reduce its budget from seven employees to four employees, with one retiring to become part-time. He said the request was in the closing budget, and this specific contract was spelled out in the closing budget. Mr. Breslow had already terminated another consultant in order to fund this contract. He wanted to make sure he followed the letter of the law with Assemblywoman Smith's new bill, which required submission of contracts not only to the Interim Finance Committee, but to the Board of Examiners.

Assemblywoman Smith said there had been a lot of discussion about this issue, and in her mind this was the perfect example of the time when this type of expertise was needed. She had no issue at all with the contract and would move for approval. (Emphasis added)

ASSEMBLYWOMAN SMITH MOVED FOR APPROVAL OF ITEM 0-31.
ASSEMBLYMAN HOGAN SECONDED THE MOTION.
THE MOTION CARRIED."

The need for this contract is due to the unusual economic circumstances caused by the imperative to drastically reduce the Agency's budget (and budgets for states agencies across the board) over the past two biennia and, specifically, to eliminate funding for the Planning Division Administrator position.

Per the provisions of AB 240, I am asking that this request for approval to contract with Strolin Consulting, LLC be submitted for consideration by the Board of Examiner at BOE's November 2011 meeting so that the actual contract can be submitted to the Board at its December 2011 meeting and work under the contract can commence as planned immediately thereafter.

Thank you for your assistance in this matter.

RJH/
Attachment – Draft Proposed Contract

AB240



Introduced in the Assembly on Mar 07, 2011.

By: (Bolded name indicates primary sponsorship)

Smith, Conklin, Ocegueda, Bobzien, Kirkpatrick, Aizley, Atkinson, Diaz, Goicoechea, Grady, Hardy, Hickey, Hogan, Mastroluca

Revises provisions governing contracts for services entered into by certain public employers. (BDR 23-149)

Fiscal Notes

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

Most Recent History Approved by the Governor. Chapter 489.

Action:
(See full list below)

Upcoming Hearings

Past Hearings

Assembly Government Affairs	Mar 10, 2011 08:00 AM	Agenda Minutes	No action
Assembly Government Affairs	Apr 14, 2011 See Agenda	Agenda Minutes	Amend, and do pass as amended
Senate Government Affairs	May 16, 2011 08:00 AM	Agenda Minutes	No Action
Senate Government Affairs	May 18, 2011 08:00 AM	Agenda Minutes	No Action
Senate Government Affairs	May 20, 2011 08:00 AM	Agenda Minutes	Amend, and do pass as amended
Senate Government Affairs	May 23, 2011 08:00 AM	Agenda Minutes	Reconsider previous action on: 5-20-11 Amend, and do pass as amended

Final Passage Votes

Assembly Final Passage	(1st Reprint)	Apr 26, 2011	Yea 40,	Nay 2,	Excused 0,	Not Voting 0,	Absent 0
Senate Final Passage	(2nd Reprint)	May 30, 2011	Yea 12,	Nay 9,	Excused 0,	Not Voting 0,	Absent 0

Bill Text As Introduced 1st Reprint 2nd Reprint 3rd Reprint As Enrolled

Adopted Amendments Amend. No. 520 Amend. No. 764 Amend. No. CA15

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Bill History**Mar 07, 2011**

- Read first time. Referred to Committee on Government Affairs. To printer.

Mar 08, 2011

- From printer. To committee.

Apr 26, 2011

- From committee: Amend, and do pass as amended.
- Declared an emergency measure under the Constitution.
- Read third time. Amended. (Amend. No. **520**.)
- Dispensed with reprinting.
- Read third time. Passed, as amended. Title approved, as amended. (**Yeas: 40, Nays: 2**.)
- To printer.

Apr 27, 2011

- From printer. To engrossment. Engrossed. **First reprint** .
- To Senate.
- In Senate.
- Read first time. Referred to Committee on Government Affairs. To committee.

May 26, 2011

- From committee: Amend, and do pass as amended.

May 27, 2011

- Read second time. Amended. (Amend. No. **764**.) To printer.

May 28, 2011

- From printer. To reengrossment. Reengrossed. **Second reprint** .
- Taken from General File. Placed on General File for next legislative day.

May 29, 2011

- Taken from General File. Placed on General File for next legislative day.

May 30, 2011

- Read third time. Passed, as amended. Title approved, as amended. (**Yeas: 12, Nays: 9**.) To Assembly.

May 31, 2011

- In Assembly.
- Senate Amendment No. **764** not concurred in. To Senate.

Jun 02, 2011

- In Senate.

Jun 03, 2011

- Senate Amendment No. **764** not receded from. Conference requested. Conference Committee appointed by Senate. To Assembly.
- In Assembly.
- Conference Committee appointed by Assembly.
- To committee.

Jun 06, 2011

- From committee: Concur in Senate Amendment No. **764** and further amend. Conference report adopted by Assembly.
- Conference report not adopted by Senate.
- Action reconsidered.
- Conference report adopted by Senate.
- To printer.
- From printer. To reengrossment. Reengrossed. **Third reprint** .
- To enrollment.

Jun 16, 2011

- Enrolled and delivered to Governor.

Jun 17, 2011

- Approved by the Governor. Chapter 489.
- **Effective July 1, 2011.**

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Assembly Bill No. 240—Assemblymen Smith, Conklin, Ocegüera,
Bobzien, Kirkpatrick; Aizley, Atkinson, Diaz, Goicoechea,
Grady, Hardy, Hickey, Hogan and Mastroluca

CHAPTER.....

AN ACT relating to public agencies; revising the restrictions on contracts with or employment of former or current state employees by a state agency; providing certain exceptions; requiring state agencies to report all contracts for services as part of the budget process; requiring that a contractor with a state agency be in active and good standing with the Secretary of State; requiring certain reporting to the 77th Session of the Legislature; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law restricts the employment of consultants by public agencies and requires the approval of certain contracts with consultants by the Interim Finance Committee. (NRS 284.1729) **Section 1** of this bill expands those restrictions to apply to all contracts to provide services to state agencies, revises the exceptions to the restrictions and requires approval of the State Board of Examiners rather than the Interim Finance Committee of contracts subject to the restrictions. **Section 1** also prohibits a state agency from entering into a contract with a person for services without ensuring that the person is in active and good standing with the Secretary of State. **Section 1** also provides that certain provisions governing state purchasing apply to such contracts. **Section 2** of this bill requires state agencies to report all contracts for services as part of the budget process instead of only reporting contracts with consultants and temporary employment services. **Section 3** of this bill moves the reporting requirements for school districts regarding consultants to the chapter which specifically governs school districts. **Section 3.5** of this bill requires certain reporting to the 77th Session of the Legislature concerning certain contracts for services entered into by state agencies.

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

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

Section 1. NRS 284.1729 is hereby amended to read as follows:

284.1729 1. Except as otherwise provided in this section, a department, division or other agency of this State shall not ~~employ~~ ~~by~~ **enter into a contract** ~~[or otherwise,]~~ **with** a person to provide services ~~[as a consultant]~~ for the agency if:

- (a) The person is a current employee of an agency of this State;



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(b) The person is a former employee of an agency of this State and less than ~~{1 year has}~~ **2 years have** expired since the termination of the person's employment with the State; *or*

(c) ~~{Except as otherwise provided in paragraph (d), the term of the contract is for more than 2 years, or is amended or otherwise extended beyond 2 years; or~~

~~{(d) The person is employed by the Department of Transportation for a transportation project that is {federally} entirely funded by federal money and the term of the contract is for more than 4 years, for is amended or otherwise extended beyond 4 years;}~~

→ ~~{ unless, before the {person is employed} contract is executed by the agency, the {Interim Finance Committee} State Board of Examiners approves the employment of the person. The requirements of this subsection apply to any person employed by a business or other entity that enters into a contract to provide services for a department, division or agency of this State if the person will be performing or producing the services for which the business or entity is employed.~~

2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a state agency shall provide the agency with the names of the employees to be provided to the agency. The ~~{Interim Finance Committee} State Board of Examiners~~ shall not approve ~~{the employment of a consultant} a contract~~ pursuant to paragraph (b) of subsection 1 unless the ~~{Interim Finance Committee} Board~~ determines that one or more of the following circumstances exist:

(a) The person provides services that are 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 for the agency to ~~{employ} contract with~~ the person . ~~{as a consultant.}~~

3. A department, division or other agency of this State may ~~{employ} contract with~~ a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the ~~{Interim Finance Committee} State Board of Examiners~~ if the term of ~~{employment} the contract~~ is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the ~~{employment} contract~~. If a department, division or agency ~~{employs} contracts with~~ a person pursuant to this subsection, the department, division or agency shall ~~{include in the report to the Interim Finance Committee pursuant to subsection~~



~~4~~ *submit a copy of the contract and a description of the emergency* ~~to the State Board of Examiners, which shall review the contract and the description of the emergency and notify the department, division or agency whether the State Board of Examiners would have approved the contract if it had not been entered into pursuant to this subsection.~~

4. Except as otherwise provided in subsection ~~[7.]~~ 9, a department, division or other agency of this State shall, *not later than 10 days after the end of each fiscal quarter*, report to the Interim Finance Committee ~~[whenever it employs, by contract or otherwise,]~~ *concerning all contracts* ~~[a person]~~ to provide services ~~[as a consultant]~~ for the agency *that were entered into by the agency during the fiscal quarter with a person* who is a *current or former employee* of a department, division or other agency of this State.

5. Except as otherwise provided in subsection ~~[7.]~~ 9, a department, division or other agency of this State shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

6. Each board or commission of this State ~~[each school district in this State]~~ and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:

- (a) The number of consultants employed by the board, commission ~~[school district]~~ or institution;
- (b) The purpose for which the board, commission ~~[school district]~~ or institution employs each consultant;
- (c) The amount of money or other remuneration received by each consultant from the board, commission ~~[school district]~~ or institution; and
- (d) The length of time each consultant has been employed by the board, commission ~~[school district]~~ or institution.

7. *A department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education:*

(a) Shall make every effort to limit the number of contracts it enters into with persons to provide services which have a term of more than 2 years and which are in the amount of less than \$1 million; and

(b) Shall not enter into a contract with a person to provide services without ensuring that the person is in active and good standing with the Secretary of State.



8. *The provisions of chapter 333 of NRS that are not in conflict or otherwise inconsistent with this section apply to a contract entered into pursuant to this section.*

9. The provisions of subsections 1 to 5, inclusive, do not apply to: ~~the~~

(a) *The Nevada System of Higher Education or a board or commission of this State.*

(b) ~~Employment~~ *The employment of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is ~~federally funded.~~*

~~8. For the purposes of this section, "consultant" includes any person employed by a business or other entity that is providing consulting services if the person will be performing or producing the work for which the business or entity is employed.~~ *entirely funded by federal money.*

(c) *Contracts in the amount of \$1 million or more entered into:*

(1) *Pursuant to the State Plan for Medicaid established pursuant to NRS 422.271.*

(2) *For financial services.*

(3) *Pursuant to the Public Employees' Benefits Program.*

(d) *The employment of a person by a business or entity which is a provider of services under the State Plan for Medicaid and which provides such services on a fee-for-service basis or through managed care.*

Sec. 2. NRS 353.210 is hereby amended to read as follows:

353.210 1. Except as otherwise provided in subsection 6, on or before September 1 of each even-numbered year, all departments, institutions and other agencies of the Executive Department of the State Government, and all agencies of the Executive Department of the State Government receiving state money, fees or other money under the authority of the State, including those operating on money designated for specific purposes by the Nevada Constitution or otherwise, shall prepare, on blanks furnished them by the Chief, and submit to the Chief:

(a) The number of positions within the department, institution or agency that have been vacant for at least 12 months, the number of months each such position has been vacant and the reasons for each such vacancy;

(b) Any existing contracts *for services* the department, institution or agency has with ~~consultants or~~ temporary employment services ~~or other persons~~, the proposed expenditures for such contracts in the next 2 fiscal years and the reasons for the use of such ~~consultants or~~ services; and



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(c) Estimates of their expenditure requirements, together with all anticipated income from fees and all other sources, for the next 2 fiscal years compared with the corresponding figures of the last completed fiscal year and the estimated figures for the current fiscal year.

2. The Chief shall direct that one copy of the forms submitted pursuant to subsection 1, accompanied by every supporting schedule and any other related material, be delivered directly to the Fiscal Analysis Division of the Legislative Counsel Bureau on or before September 1 of each even-numbered year.

3. The Budget Division of the Department of Administration shall give advance notice to the Fiscal Analysis Division of the Legislative Counsel Bureau of any conference between the Budget Division of the Department of Administration and personnel of other state agencies regarding budget estimates. A Fiscal Analyst of the Legislative Counsel Bureau or his or her designated representative may attend any such conference.

4. The estimates of expenditure requirements submitted pursuant to subsection 1 must be classified to set forth the data of funds, organizational units, and the character and objects of expenditures, and must include a mission statement and measurement indicators for each program. The organizational units may be subclassified by functions and activities, or in any other manner at the discretion of the Chief.

5. If any department, institution or other agency of the Executive Department of the State Government, whether its money is derived from state money or from other money collected under the authority of the State, fails or neglects to submit estimates of its expenditure requirements as provided in this section, the Chief may, from any data at hand in the Chief's office or which the Chief may examine or obtain elsewhere, make and enter a proposed budget for the department, institution or agency in accordance with the data.

6. Agencies, bureaus, commissions and officers of the Legislative Department, the Public Employees' Retirement System and the Judicial Department of the State Government shall submit to the Chief for his or her information in preparing the proposed executive budget the budgets which they propose to submit to the Legislature.

Sec. 3. Chapter 391 of NRS is hereby amended by adding thereto a new section to read as follows:

Each school district in this State that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:



1. *The number of consultants employed by the school district;*
2. *The purpose for which the school district employs each consultant;*
3. *The amount of money or other remuneration received by each consultant from the school district; and*
4. *The length of time each consultant has been employed by the school district.*

Sec. 3.5. Each department, division or other agency of this State, including a board or commission of this State and each institution of the Nevada System of Higher Education, shall, on or before February 1, 2013, submit to the Director of the Legislative Counsel Bureau for transmittal to the 77th Session of the Legislature a report that:

1. Lists each contract the department, division or agency has entered into with persons to provide services which has a term of more than 2 years and which is in the amount of less than \$1 million; and
2. Sets forth a description of the necessity of entering into each contract, including, without limitation, the necessity of the contract having a term of more than 2 years.

Sec. 4. This act becomes effective on July 1, 2011.



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0322 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 *under \$2,000* require the approval of the agency head or designee; contracts ranging in cost from \$2,000 to *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.

0323 – 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

- 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:

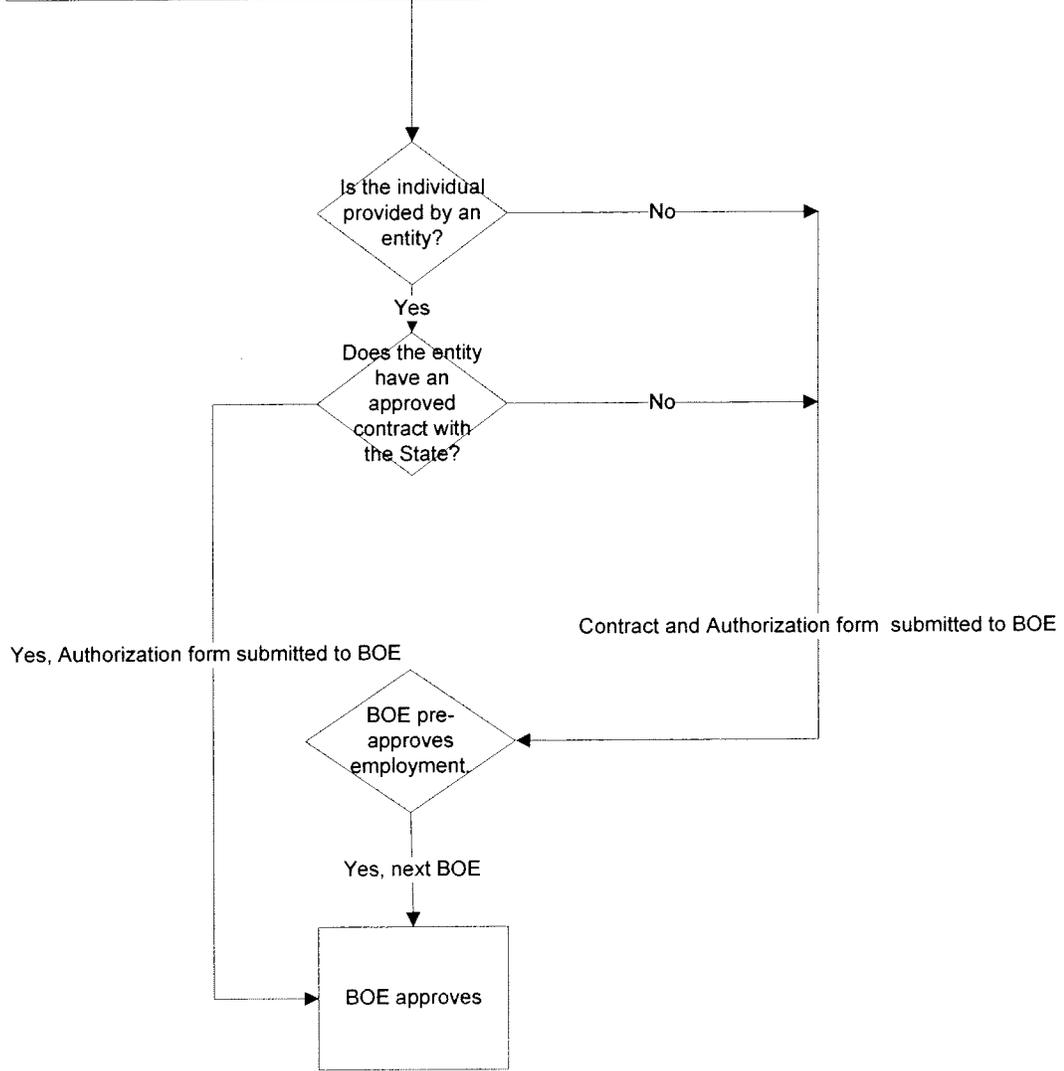
- a. *A contract with a current employee or former employee for 4 months or less, where the executive head of the department/division/agency determines an emergency exists that necessitates the contract. (Note: a copy of the contract and a description of the emergency must be submitted to the BOE. BOE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



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>

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SAM

DRAFT

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Nevada Agency for Nuclear Projects
1761 E. College Parkway, Suite 118
Carson City, Nevada 89706
775-687-3744 (Phone)
775-687-5277 (Fax)

and

Strolin Consulting, LLC
2559 Nye Drive
Minden, Nevada 89423
775-720-4938

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.

3. **CONTRACT TERM.** This Contract shall be effective upon Board of Examiners' approval (anticipated to be December 13, 2011) to December 31, 2013, unless sooner terminated by either party as specified in paragraph ten (10). It is intended that this contract may be amended to provide for an additional year of services and associated additional funding upon agreement of the parties and approval by the State Board of Examiners.

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. The Contract requires that services will be provided by the individual listed under the "Key Personnel" section of Attachment A, Scope of Work. If said individual is not available to perform the services, the State may terminate this agreement at its discretion at any time. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT BB: INSURANCE SCHEDULE

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 \$50 per hour with the total Contract or installments payable not to exceed \$ \$50,000.00. As part of the not-to-exceed amount, the State will pay travel expenses incurred by Contractor for approved travel for work under the Contract. Such travel costs will be reimbursed at rates applicable for State of Nevada employees. As part of the not-to-exceed amount, the State may also reimburse Contractor for other expenses as agreed upon as being necessary for carrying out the Scope of Work. The State does not agree to reimburse Contractor for expenses unless otherwise specified herein or in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

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

9. INSPECTION & AUDIT.

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

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

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

10. CONTRACT TERMINATION.

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

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

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

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

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

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

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

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

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
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. 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.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

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: Proof of insurance must be submitted to the State agency to evidence the insurance policies and coverages required of Contractor.

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

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

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

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

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

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

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 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

**ATTACHMENT A
SCOPE OF WORK**

The contract between Strolin Consulting, LLC and the Nevada Agency for Nuclear Projects provides for services necessary for implementing the Agency's mission in light of reductions in staff and the continuing requirements for oversight of the proposed Yucca Mountain high-level nuclear waste program; for the State of Nevada's intervention in the Yucca Mountain licensing proceeding before the Nuclear Regulatory Commission; for work related to the Agency's obligations with respect to transuranic and low-level radioactive waste shipments within Nevada; for work associated with the Agency's responsibilities under the Agreement-in-Principle (AIP) between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and for other essential Agency functions.

Task	Description
1	Review agreed upon reports, publications, papers, etc. and provide comments for use in Agency responses; develop reports, working papers, etc. as agreed upon. Work Products: Written or verbal comments/reports/etc. as agreed upon
2	Advise and assist the Executive Director and the Commission on Nuclear Projects with respect issues dealing with policy matters, Yucca Mountain licensing, impact assessment, planning and related matters involving the Yucca Mountain program Work Products: Verbal input and/or written comments, working papers, etc. as agreed upon
3	Assist in planning and coordinating impact assessment and transportation contractor activities and integrate work products from various consultants Work Product: Monthly report on contract activities
4	Coordinate activities of various State agencies with regard to shipments of transuranic (TRU) waste from the Nevada National Security Site and other TRU waste shipments within Nevada Work Product: Monthly report on contract activities
5	Provide input and assistance with respect to the Agency's role as State Agency Integrator under the Agreement-in-Principle (AIP) between the State of Nevada and the U.S. Department of Energy/NNSA (i.e., dealing with Nevada National Security Site Issues and Low-Level Waste shipments and related activities)

Work Product: Monthly report on contract activities

- 6 Compile specific reports, including but not necessarily limited to: semi-annual Agency reports to the Legislature's High-Level Radioactive Waste Committee; semiannual progress report on WGA/WIPP/TRU waste grant activities; Mid-Year and Year-End Safety Program reports; topical reports as required

Work Products: Agency reports as specified and topical reports as agreed upon

- 7 Participate as directed by the Agency Executive Director in agreed upon meetings, workshops, etc., including, but not necessarily limited to: DOE affected units of government meetings; state agencies working group meetings on WIPP and TRU waste shipments; WGA WIPP Transportation Advisory Group meetings; Western Interstate Energy Board High-Level Radioactive Waste Committee meetings; DOE/Nevada Agreement-in-Principle (AIP) meetings; local governments and tribal meetings; and others as agreed to.

Work Products: Verbal or written reports on meetings as agreed upon

- 8 Other tasks as agreed upon by contractor and Agency Executive Director

Work Products: To be agreed upon

Key Personnel

Joseph C. Strolin
2559 Nye Drive
Minden, Nevada 89423
775-720-4938
jstrolin@gmail.com

Budget

Labor, Travel and Other Costs
(Labor to be billed at \$50 per hour)

Total Budget \$50,000

**ATTACHMENT BB
INSURANCE SCHEDULE**

Insert appropriate contract insurance schedules as established in Risk Management Division's
"INSURANCE & INDEMNIFICATION REQUIREMENTS FOR CONTRACTS"

(1) Worker's Compensation and Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

(2) Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature

Date

Independent's Contractor's Title

Signature- State of Nevada

Date

Title

Attachment BB Page 1 of X

RMIns rev 03/08

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MINUTES OF THE JUNE 25, 2009
MEETING OF THE
INTERIM FINANCE COMMITTEE
LEGISLATIVE COUNSEL BUREAU
Carson City, Nevada

Cochair Bernice Mathews called a regular meeting of the Interim Finance Committee (IFC) to order on June 25, 2009, at 9:17 a.m. in Room 4100 of the Legislative Building. Exhibit A is the agenda. Exhibit B is the guest list. All exhibits are available and on file at the Fiscal Analysis Division of the Legislative Counsel Bureau.

COMMITTEE MEMBERS PRESENT IN CARSON CITY

Senator Bernice Mathews, Cochair
Assemblyman Morse Arberry Jr., Vice Chair
Senator Mark Amodei for Senator Hardy
Senator William J. Raggio
Senator Dean Rhoads
Assemblyman Bernie Anderson for Assemblyman Marcus Conklin
Assemblyman David Bobzien for Assemblyman John Ocegüera
Assemblyman Moises (Mo) Denis
Assemblywoman Heidi S. Gansert
Assemblyman Pete Goicoechea
Assemblyman Tom Grady
Assemblyman Joseph (Joe) P. Hardy
Assemblyman Joseph Hogan
Assemblywoman Kathy McClain
Assemblywoman Bonnie Parnell for Assemblywoman Sheila Leslie
Assemblywoman Debbie Smith

COMMITTEE MEMBERS IN LAS VEGAS:

Senator Bob Coffin
Senator David Parks for Senator Steven Horsford
Senator Joyce Woodhouse
Assemblywoman Barbara E. Buckley
Assemblywoman Ellen Koivisto

COMMITTEE MEMBERS EXCUSED:

Senator Steven Horsford, Cochair
Assemblyman Marcus Conklin
Assemblywoman Sheila Leslie
Assemblyman John Ocegüera

Assemblywoman Buckley stated that the committee would be chaired by the Assembly, and she nominated Assemblywoman Smith as chair.

Cochair Mathews called for a motion to approve the committee membership, as well as the appointment of Assemblywoman Smith as chair.

ASSEMBLYWOMAN BUCKLEY MOVED FOR APPROVAL.

THE MOTION WAS SECONDED BY ASSEMBLYWOMAN McCLAIN.

THE MOTION CARRIED.

- *M. APPROVAL OF REQUEST BY THE DIVISION OF STATE PARKS, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, TO UTILIZE EXCESS FEE REVENUE IN ACCORDANCE WITH NRS 407.0762.

In the absence of representatives from the Division of State Parks, Mr. Ghiggeri explained that Item M was a request by the division to use what they termed overage funds to make repairs to the wagon shelter at the Mormon Station. The cost of the repairs was \$35,000. He said staff had no issues with the request. He clarified that statute required IFC approval of amounts in excess of \$25,000, and the estimated cost was \$35,000.

ASSEMBLYMAN HARDY MOVED FOR APPROVAL OF ITEM M.

ASSEMBLYMAN DENIS SECONDED THE MOTION.

THE MOTION CARRIED.

- 
- O. APPROVAL OF CONSULTANT CONTRACTS, PER ASSEMBLY BILL 463, 2009 SESSION (CHAPTER 463).

Mr. Ghiggeri reported that there were two items in Item O (Exhibit D) that were held out for approval by the Committee. The first was Item 14, the Division of Health Care Financing and Policy's Medicaid contract with First Health Services Corporation. He noted there were two potential additional amendments to that contract; a handout had been provided to Committee members that explained them (Exhibit E).

Mr. Ghiggeri said the issue to be reviewed by the Committee was the extension of the contract with First Health for the period of July 1 through July 31. If the Committee did not meet, then after July 31 there would be extensions for the months of August and September to facilitate the continued payments of claims by First Health.

ASSEMBLYWOMAN SMITH MOVED TO APPROVE ITEM O-14, TO INCLUDE THE AMENDMENT AND TWO ADDITIONAL AMENDMENTS.

ASSEMBLYMAN DENIS SECONDED THE MOTION.

THE MOTION CARRIED.

Mr. Ghiggeri stated the second issue was with Item 31, a contract between the Nevada Agency for Nuclear Projects and Strolin Consulting, LLC.

→ Mr. Bruce Breslow, Executive Director, Agency for Nuclear Projects, explained that the agency had made a proposal to the Ways and Means and Senate Finance Committees to reduce its budget from seven employees to four employees, with one retiring to become part-time. He said the request was in the closing budget, and this specific contract was spelled out in the closing budget. Mr. Breslow had already terminated another consultant in order to fund this contract. He wanted to make sure he followed the letter of the law with Assemblywoman Smith's new bill, which required submission of contracts not only to the Interim Finance Committee, but to the Board of Examiners.

Assemblywoman Smith said there had been a lot of discussion about this issue, and in her mind this was the perfect example of the time when this type of expertise was needed. She had no issue at all with the contract and would move for approval.

ASSEMBLYWOMAN SMITH MOVED FOR APPROVAL OF ITEM 0-31.

ASSEMBLYMAN HOGAN SECONDED THE MOTION.

THE MOTION CARRIED.

Assemblywoman Smith remarked she had a couple of general questions on this item. This was a new procedure and there were still questions as to the process, but she was not sure who she should address questions to as far as the items on the list. She asked Mr. Clinger if someone was screening the contracts to see if they fit the criteria as far as the cooling off period and other issues were concerned.

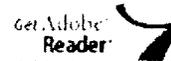
Mr. Clinger replied the contracts on the list that were approved by the Board of Examiners the previous week were due to the Department of Administration in May, which was obviously before A.B. 463 was passed. He said there was no screening process in place on consultants or other issues as outlined in the bill. His office was still in the process of developing the procedures, which he hoped to submit to the July Board of Examiners meeting for its approval and then have the screening process in place.

As far as screening the LLCs to make sure there were no state employees involved, Mr. Clinger said that would be more difficult to do and he was not yet sure how it would be accomplished.

Assemblywoman Smith said that was her concern. She was recalling a purchasing agreement she had seen; she meant to talk to Greg Smith, but had not had an opportunity to do so. The Purchasing Division actually indicated on the contract if state employees were involved.

Mr. Clinger said one item that had been discussed was adding questions to the contract summaries that would address the questions that needed to be asked related to

AB463



Introduced in the Assembly on Mar 16, 2009.

By: **(Bolded name indicates primary sponsorship)**
Smith

Restricts a department, division or other agency of this State from employing a person as a consultant. (BDR 23-1057)

Fiscal Notes

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

Most Recent History Chapter 384.

Action:
 (See full list below)

Upcoming Hearings

Past Hearings

Assembly Government Affairs	Apr. 07, 2009 08:00 AM	Minutes	No Action
Assembly Government Affairs	Apr. 09, 2009 09:30 AM	Minutes	Amend, and do pass as amended and rerefer
Assembly Government Affairs	Apr. 28, 2009 09:00 AM	Minutes	Rescind previous action on: 4-07-09 Without recommendation
Senate Legislative Operations and Elections	May. 07, 2009 01:30 PM	Minutes	No Action
Senate Legislative Operations and Elections	May. 14, 2009 01:30 PM	Minutes	Amend, and do pass as amended
Senate Finance	May. 19, 2009 08:00 AM	Minutes	Mentioned No Jurisdiction
Senate Legislative Operations and Elections	May. 21, 2009 10:15 PM	Minutes	Do not recede

Final Passage Votes

Assembly Final Passage	(1st Reprint)	Apr.	Yea	Nay	Excused	Not Voting	Absent
		29	41,	1,	0,	0,	0
Senate Final Passage	(2nd Reprint)	May.	Yea	Nay	Excused	Not Voting	Absent
		19	21,	0,	0,	0,	0

Votes in Response to Governor's Veto (2/3 Majority Required)

Assembly Override (Not Sustain)	(3rd Reprint)	May.	Yea	Nay	Excused	Not Voting	Absent
		30	41,	0,	1,	0,	0
Senate Override (Not Sustain)	(3rd Reprint)	May.	Yea	Nay	Excused	Not Voting	Absent
		31	21,	0,	0,	0,	0

Bill Text As Introduced 1st Reprint 2nd Reprint 3rd Reprint As Enrolled

Adopted Amendments Amend. No.580 Amend. No.758 Amend. No.CA1

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Bill History**Mar 16, 2009**

- Read first time. Referred to Committee on Government Affairs. To printer.

Mar 18, 2009

- From printer. To committee.

Apr 16, 2009

- Waiver granted effective: April 15, 2009.

Apr 28, 2009

- From committee: Without recommendation.
- Placed on Second Reading File.
- Read second time.

Apr 29, 2009

- Read third time. Amended. (Amend. No. 580.)
- Dispensed with reprinting.
- Read third time. Passed, as amended. Title approved, as amended. (Yeas: 41, Nays: 1.)
- To printer.

Apr 30, 2009

- From printer. To engrossment. Engrossed. **First reprint** .
- To Senate.
- In Senate.
- Read first time. Referred to Committee on Legislative Operations and Elections. To committee.

May 16, 2009

- From committee: Amend, and do pass as amended.

May 18, 2009

- Read second time. Amended. (Amend. No. 758.) To printer.

May 19, 2009

- From printer. To reengrossment. Reengrossed. **Second reprint** .
- Read third time. Passed, as amended. Title approved, as amended. (Yeas: 21, Nays: None.) To Assembly.

May 20, 2009

- In Assembly.

May 21, 2009

- Senate Amendment No. 758 not concurred in. To Senate.
- In Senate.

May 22, 2009

- Senate Amendment No. 758 not receded from. Conference requested. Conference Committee appointed by Senate. To Assembly.
- In Assembly.
- Conference Committee appointed by Assembly.
- To committee.
- From committee: Concur in Senate Amendment No. 758 and further amend. Conference report adopted by Assembly.
- Conference report adopted by Senate.
- To printer.
- From printer. To reengrossment. Reengrossed. **Third reprint** .
- To enrollment.

May 23, 2009

- Enrolled and delivered to Governor.

May 29, 2009

- Vetoed by the Governor.

May 30, 2009

- Returned to Assembly.
- Bill read. Veto not sustained. (Yeas: 41, Nays: None, Excused: 1.)
- To Senate.

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- In Senate.

May 31, 2009

- Made Special Order of Business for Sunday, May 31, 2009, at 9:25 p.m.
- Bill read. Veto not sustained. (**Yeas: 21, Nays: None.**)
- To Assembly.
- In Assembly. To enrollment.

Jun 01, 2009

- Enrolled and delivered to Secretary of State.
- Chapter 384.
- **Effective May 31, 2009.**

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Assembly Bill No. 463--Assemblywoman Smith

CHAPTER.....

AN ACT relating to governmental administration; restricting a department, division or other agency of this State from employing a person as a consultant; providing certain exceptions; requiring certain entities to submit to the Interim Finance Committee a report concerning each consultant employed by the entity; requiring that contracts with temporary employment services be awarded by open competitive bidding; requiring that information concerning the use of consultants and temporary employment services be included and explained in the budget process by a state agency; requiring the Legislative Auditor to conduct an audit concerning the use of contracts with consultants by state agencies; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill restricts a department, division or other agency of this State from employing a person as a consultant for the agency. **Section 1** requires the Interim Finance Committee to approve the employment of a consultant under certain circumstances and limits the approval of the employment of the person as a consultant if the person is a former employee of a department, division or other agency of this State and at least 1 year has not expired before the person is employed as a consultant. **Section 1** also requires each board, commission, school district and institution of the Nevada System of Higher Education to submit to the Interim Finance Committee, at least once every 6 months, a report concerning each consultant employed by the entity. **Section 1** also requires that contracts with temporary employment services be awarded by open competitive bidding. **Section 1** further provides that certain exceptions apply for the employment of persons for a period of less than 4 months under certain conditions and for the employment of certain persons by the Department of Transportation for transportation projects that are federally funded. **Section 2.5** of this bill requires that information concerning the use of consultants and temporary employment services be included and explained in the budget process by a state agency. **Section 2.7** of this bill requires the Legislative Auditor to conduct an audit of the use by agencies of the Executive Branch of State Government of contracts with consultants.

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

Section 1. Chapter 284 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Except as otherwise provided in this section, a department, division or other agency of this State shall not employ, by contract



or otherwise, a person to provide services as a consultant for the agency if:

(a) The person is a current employee of an agency of this State;

(b) 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;

(c) Except as otherwise provided in paragraph (d), the term of the contract is for more than 2 years, or is amended or otherwise extended beyond 2 years; or

(d) The person is employed by the Department of Transportation for a transportation project that is federally funded and the term of the contract is for more than 4 years, or is amended or otherwise extended beyond 4 years,

unless, before the person is employed by the agency, the Interim Finance Committee approves the employment of the person.

2. The provisions of paragraph (b) of subsection 1 apply to employment through a temporary employment service. A temporary employment service providing employees for a state agency shall provide the agency with the names of the employees to be provided to the agency. The Interim Finance Committee shall not approve the employment of a consultant pursuant to paragraph (b) of subsection 1 unless the Interim Finance Committee determines that one or more of the following circumstances exist:

(a) The person provides services that are 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 for the agency to employ the person as a consultant.

3. A department, division or other agency of this State may employ a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the Interim Finance Committee if the term of employment is for less than 4 months and the executive head of the department, division or agency determines that an emergency exists which necessitates the employment. If a department, division or agency employs a person pursuant to this subsection, the department, division or agency shall include in the report to the Interim Finance Committee pursuant to subsection 4 a description of the emergency.

4. Except as otherwise provided in subsection 7, a department, division or other agency of this State shall report to the Interim Finance Committee whenever it employs, by contract



or otherwise, a person to provide services as a consultant for the agency who is a former employee of a department, division or other agency of this State.

5. Except as otherwise provided in subsection 7, a department, division or other agency of this State shall not contract with a temporary employment service unless the contracting process is controlled by rules of open competitive bidding.

6. Each board or commission of this State, each school district in this State and each institution of the Nevada System of Higher Education that employs a consultant shall, at least once every 6 months, submit to the Interim Finance Committee a report setting forth:

(a) The number of consultants employed by the board, commission, school district or institution;

(b) The purpose for which the board, commission, school district or institution employs each consultant;

(c) The amount of money or other remuneration received by each consultant from the board, commission, school district or institution; and

(d) The length of time each consultant has been employed by the board, commission, school district or institution.

7. The provisions of subsections 1 to 5, inclusive, do not apply to the:

(a) Nevada System of Higher Education or a board or commission of this State.

(b) Employment of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is federally funded.

8. For the purposes of this section, "consultant" includes any person employed by a business or other entity that is providing consulting services if the person will be performing or producing the work for which the business or entity is employed.

Sec. 2. NRS 218.6827 is hereby amended to read as follows:

218.6827 1. Except as otherwise provided in subsection 2, the Interim Finance Committee may exercise the powers conferred upon it by law only when the Legislature is not in regular or special session.

2. During a regular or special session, the Interim Finance Committee may also perform the duties imposed on it by subsection 5 of NRS 284.115, subsection 2 of NRS 321.335, NRS 322.007, subsection 2 of NRS 323.020, NRS 323.050, subsection 1 of NRS 323.100, subsection 3 of NRS 341.090, NRS 341.142, subsection 6



of NRS 341.145, NRS 353.220, 353.224, 353.2705 to 353.2771, inclusive, and 353.335, paragraph (b) of subsection 4 of NRS 407.0762, NRS 428.375, 439.620, 439.630, 445B.830 and 538.650 ~~††~~ *and section 1 of this act.* In performing those duties, the Senate Standing Committee on Finance and the Assembly Standing Committee on Ways and Means may meet separately and transmit the results of their respective votes to the Chairman of the Interim Finance Committee to determine the action of the Interim Finance Committee as a whole.

3. The Chairman of the Interim Finance Committee may appoint a subcommittee consisting of six members of the Committee to review and make recommendations to the Committee on matters of the State Public Works Board that require prior approval of the Interim Finance Committee pursuant to subsection 3 of NRS 341.090, NRS 341.142 and subsection 6 of NRS 341.145. If the Chairman appoints such a subcommittee:

(a) The Chairman shall designate one of the members of the subcommittee to serve as the chairman of the subcommittee;

(b) The subcommittee shall meet throughout the year at the times and places specified by the call of the chairman of the subcommittee; and

(c) The Director of the Legislative Counsel Bureau or his designee shall act as the nonvoting recording secretary of the subcommittee.

Sec. 2.5. NRS 353.210 is hereby amended to read as follows:

353.210 1. Except as otherwise provided in subsection 6, on or before September 1 of each even-numbered year, all departments, institutions and other agencies of the Executive Department of the State Government, and all agencies of the Executive Department of the State Government receiving state money, fees or other money under the authority of the State, including those operating on money designated for specific purposes by the Nevada Constitution or otherwise, shall prepare, on blanks furnished them by the Chief, and submit to the Chief:

(a) The number of positions within the department, institution or agency that have been vacant for at least 12 months, the number of months each such position has been vacant and the reasons for each such vacancy; ~~†††††~~

(b) *Any existing contracts the department, institution or agency has with consultants or temporary employment services, the proposed expenditures for such contracts in the next 2 fiscal years and the reasons for the use of such consultants or services; and*



(c) Estimates of their expenditure requirements, together with all anticipated income from fees and all other sources, for the next 2 fiscal years compared with the corresponding figures of the last completed fiscal year and the estimated figures for the current fiscal year.

2. The Chief shall direct that one copy of the forms submitted pursuant to subsection 1, accompanied by every supporting schedule and any other related material, be delivered directly to the Fiscal Analysis Division of the Legislative Counsel Bureau on or before September 1 of each even-numbered year.

3. The Budget Division of the Department of Administration shall give advance notice to the Fiscal Analysis Division of the Legislative Counsel Bureau of any conference between the Budget Division of the Department of Administration and personnel of other state agencies regarding budget estimates. A Fiscal Analyst of the Legislative Counsel Bureau or his designated representative may attend any such conference.

4. The estimates of expenditure requirements submitted pursuant to subsection 1 must be classified to set forth the data of funds, organizational units, and the character and objects of expenditures, and must include a mission statement and measurement indicators for each program. The organizational units may be subclassified by functions and activities, or in any other manner at the discretion of the Chief.

5. If any department, institution or other agency of the Executive Department of the State Government, whether its money is derived from state money or from other money collected under the authority of the State, fails or neglects to submit estimates of its expenditure requirements as provided in this section, the Chief may, from any data at hand in his office or which he may examine or obtain elsewhere, make and enter a proposed budget for the department, institution or agency in accordance with the data.

6. Agencies, bureaus, commissions and officers of the Legislative Department, the Public Employees' Retirement System and the Judicial Department of the State Government shall submit to the Chief for his information in preparing the proposed executive budget the budgets which they propose to submit to the Legislature.

Sec. 2.7. 1. The Legislative Auditor shall conduct an audit concerning the use by agencies of the Executive Branch of State Government of contracts with consultants. The State Controller shall provide such information as is requested by the Legislative Auditor to assist with the completion of the audit.



2. The Legislative Auditor shall present a final written report of the audit to the Audit Subcommittee of the Legislative Commission not later than February 7, 2011.

3. The provisions of NRS 218.737 to 218.893, inclusive, apply to the audit performed pursuant to this section.

Sec. 3. The amendatory provisions of section 1 of this act do not apply to a contract of employment specified in that section that is entered into or renewed before the effective date of this act.

Sec. 4. This act becomes effective upon passage and approval.



Authorization to Contract with a Former Employee

Former Employee Name: Joseph C. Strolin
Former Employee ID number: 00266
Former Job Title: Administrator of Planning; Acting Executive Director
Former Employing Agency: Agency for Nuclear Projects
Former Class and Grade: Unclassified
Employment Dates: 1984-2009; January 2011-September 2011
Contracting Agency: Agency for Nuclear Projects

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.

<p>a. Summarize scope of contract work.</p>	<p>The contract between Strolin Consulting, LLC and the Nevada Agency for Nuclear Projects provides for services necessary for implementing the Agency's mission in light of reductions in staff and the continuing requirements for oversight of the proposed Yucca Mountain high-level nuclear waste program; for the State of Nevada's intervention in the Yucca Mountain licensing proceeding before the Nuclear Regulatory Commission; for work related to the Agency's obligations with respect to transuranic and low-level radioactive waste shipments within Nevada; for work associated with the Agency's responsibilities under the Agreement-in-Principle (AIP) between the State of Nevada and the US Department of Energy/NNSA/Nevada Site Office; and for other essential Agency functions.</p>
<p>b. Document former job description.</p>	<p>The Administrator of Planning was charged with disseminating information to the State, interested political subdivisions of the State or any Agency of either and members of the public regarding radioactive waste; studying the effects of a facility for the disposal of radioactive waste upon transportation and social and economic conditions in this state; assessing the means of mitigating the adverse effects of a facility for the disposal of radioactive waste; and performing any other duties assigned by the Executive Director (NRS 459.0098)</p>
<p>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</p>	<p>Yes. Mr. Strolin has unique qualifications for this position given his long tenure with the Agency as the original Administrator of Technical Programs. Because of budgetary constraints, the position of Administrator of Planning cannot be filled at this time. Therefore, contracting with Mr. Strolin will ensure that important work of the Planning Division can continue. If the Yucca Mountain repository program is restarted (it is currently</p>

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transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	suspended, awaiting Congressional and/or judicial action) and the Agency has the funding to do so, the Agency will likely fill the position of Administrator of Planning on a permanent basis and this contract will no longer be necessary. Mr. Strolin has also stated that he will work with whomever (if anyone) fills this position to transition them into the job more quickly.
d. Explain why existing State employees within your agency cannot perform this function.	There is no other person available to the Agency who can provide the services and bring the expertise, knowledge and qualifications that are needed at this critical time. It would not be feasible to competitively bid this contract since it is the services of a single unique individual that are needed.
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.	The individual overseeing or establishing the contract is not related to the contractor.
f. List contractor's hourly rate.	\$50.00/hour not to exceed \$50,000.00
g. List the range of comparable State employee rates.	Annual compensation for the position of Administrator of Planning for the Agency is \$104,986.00.
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?	The contractor rate does not exceed the comparable State position rate.
i. Document justification for hiring contractor.	This contract with Mr. Strolin will assure that important Planning Division work can continue. Mr. Strolin has unique qualifications, knowledge, and experience as a result of his long (20+ years) tenure with the Agency and intimate involvement with the Yucca Mountain program and other nuclear waste issues/activities in Nevada. There is no one available in or out of the state who has the knowledge, experience and ability to assure continuity of Agency activities with respect to policy, planning, impact assessment and transportation of nuclear waste. Providing for the continued service of Mr. Strolin is essential to the effective functioning of the Agency.

Comments:



10-24-2011

Contracting Agency Head's Signature and Date



Budget Analyst

Clerk of the Board of Examiners



DEPARTMENT OF ADMINISTRATION

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

Date: October 7, 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 to settle two eminent domain lawsuits with Wall Street Nevada, LLC and related persons and entities. Both suits involve the same property, consisting of 7.04 acres of undeveloped land in Las Vegas that is associated with NDOT's Project NEON. This project will make improvements to I-15, U.S. 94, and surface streets to help traffic flow. NDOT and the landowners have been in settlement discussions since 2009 and have now jointly agreed to settle for \$25 million. If the Board approves the settlement, NDOT intends to seek participation of federal funds in the cost to acquire the property. NDOT has contacted the Federal Highway Administration to determine the amount of participation. Background information is attached.

Recommendation:

Recommend approval

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)

REVIEWED: _____
ACTION ITEM: _____

Nevada Department of Transportation



PROJECT NEON

Project overview

Project Neon is a freeway improvement project that will address short- and long-term transportation needs for the busy stretch of the I-15 corridor from Sahara Avenue to the Spaghetti Bowl interchange.

The project objectives include improving traffic operations, improving safety by addressing congestion-related incidents, providing better access to area neighborhoods and businesses, and providing a connection between the proposed High Occupancy Vehicle (HOV) lanes on I-15 and the High Occupancy Vehicle lanes on US 95.

Record of Decision (ROD)

Copies of the Record of Decision are available at the following local libraries:

- Las Vegas-Clark County Library
- Meadows Library
- West Charleston Library
- Rainbow Library
- North Las Vegas Library
- Springs Preserve Library
- West Las Vegas Library

You may also download a copy from www.NDOTProjectNeon.com.

Project update

The Federal Highway Administration (FHWA) has issued the Record of Decision on Project Neon, officializing the project's Final Environmental Impact Statement (FEIS). The Record of Decision is the federal environmental decision document issued by FHWA that explains the reasons for the selection of the alternative, and summarizes any mitigation measures that will be incorporated into the project.

Depending upon the availability of funding, construction could begin in the next few years and continue for several years.

Next steps

Preliminary design: Design efforts under way.

Property acquisition: Under the Uniform Act, the Right-of-Way Division will ensure that affected property owners receive fair market value for any acquired property. Benefits of the approved alternative include fewer business displacements and property acquisitions resulting in substantially reduced right-of-way requirements.

Utility relocations: Select sewer, water, gas transmission lines, as well as poles and utility lines, will be relocated as needed.

Major Phase 1 elements

- Western-Grand Central Parkway operational improvements
- New frontage road access northbound Charleston Interchange to Alta and southbound I-15

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STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Transportation Division
1263 S. Stewart Street
Carson City, Nevada 89712

CATHERINE CORTEZ MASTO
Attorney General

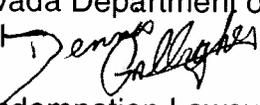
KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

DATE: October 5, 2011

TO: Board of Examiners
Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller

FROM: Susan Martinovich, Director, Nevada Department of Transportation
Dennis Gallagher, Chief Counsel 

SUBJ: Proposed Settlement of Two Condemnation Lawsuits

SUMMARY

This memo is being written prior to the NDOT Board of Directors' October meeting, at which that Board will be asked to authorize a direct condemnation case with respect to the property discussed herein. For purposes of this memo, we are assuming the NDOT Board approves the filing of that direct condemnation action.

BACKGROUND

The Underlying Lawsuits

This memorandum presents a recommendation from NDOT to settle two eminent domain lawsuits. Both suits involve the same property, consisting of 7.04 acres of undeveloped land in Las Vegas. The land is located south of Charleston Blvd., (behind the Holsum Lofts), east of I-15, and west of the UPRR tracks. The reason two lawsuits exist for the same property is that the landowners (Wall Street Nevada, LLC and related

persons and entities) filed an inverse condemnation case in May, 2009, and NDOT filed a direct condemnation case in October, 2011.

NDOT's Project and Direct Condemnation Lawsuit

Project NEON, will make improvements to I-15, U.S. 95, and surface streets which will help traffic flow. This is a large project now in the acquisition and utility relocation stage, for Phase 1 only. Construction will begin no earlier than 2012 and continue perhaps to 2030, depending on funding. Hundreds of businesses and residents will be displaced during the life of the project, which (will) is planned to be constructed in 5 phases. The Record of Decision (required in order to obligate federal funds and the document that identifies the proposed alternatives for construction) was issued in October, 2010. Right of way was set in December, 2010, and an offer was made to the Wall Street owners, after appraisal, in June, 2011, which the landowner rejected. NDOT's Board of Directors will be asked to authorize condemnation at its October, 2011, meeting. If NDOT, authorizes the suit, it will be filed before October 20, 2011. NDOT has followed its normal procedures, such as NEPA, which is mandated by federal law, in developing and planning Project NEON.

The Inverse Condemnation Lawsuit

In 2009, the landowners filed an inverse condemnation lawsuit alleging that NDOT and the City of Las Vegas, working together, affected a taking of the landowners' 7.04 acre property as of October, 2007.

Court Ruling in the Inverse Case

Eighth Judicial District Judge Kenneth Cory found a taking occurred on these facts, by October 24, 2007. NDOT and the City filed motions for reconsideration, because the City and NDOT do not believe an inverse taking occurred. The parties reached this settlement (subject to Board of Examiners approval), before the judge considered the motions for reconsideration. The court has stayed the inverse case pending decision by the Board of Examiners.

Background of the Settlement Discussions

NDOT and the landowners had actually been in settlement discussions since 2009. The parties jointly hired an appraiser, Daniel Leck, MAI, who appraised the property as of an agreed date in 2009. Mr. Leck opined the property was worth \$21.4 million. NDOT had the appraisal reviewed by Tim Morse, MAI, as of the 2009 date of value, who opined the property was worth \$5.5 million. The landowner claimed potential damages in the range of \$42 to \$100 million, and possibly as high as \$200 million, but offered to settle for \$29 million. NDOT rejected the first two \$29 million demands without making a counter offer.

In 2011, NDOT had the property appraised by Glenn Anderson, MAI, whose appraisal was reviewed and approved per standard procedure, at \$5.899 million. The landowners rejected the offer, again offered to settle, this time for \$31 million, and pointed out that the landowners actually paid \$21.4 million for the property in 2006, then incurred other costs to demolish structures, pay interest on loans, and make other expenditures, so, the landowners are actually "out" this money.

Important Terms of the Settlement Agreement

Settlement discussions continued, with NDOT counter-offering at \$25 million, plus other terms and conditions (see draft Settlement Agreement, attached). The landowners accepted \$25 million. This settlement disposes of both the direct and inverse cases, and results in NDOT gaining title to the 7.04 acre Subject Property through Final Order of Condemnation in the direct condemnation case. Judge Cory's order finding an inverse taking will be vacated, thus not available in future cases. The inverse case will be dismissed with prejudice.

The direct case will name all persons having or claiming an interest in the title to the property. The settlement is structured so that NDOT pays no more, and the landowners receive no less, than \$25 million. If a party shows up to claim just compensation, other than the Wall Street parties, the Wall Street parties have an "opt-out" provision in the Settlement. Similarly, if the NDOT or the City wanted to opt-out of the Agreement to avoid paying more than \$25 million, this option exists. See, Settlement Agreement, section 7 (N).

The Settlement is null and void unless approved by the Board of Examiners, and if the NDOT Board of Directors does not approve the direct condemnation.

Legal Authority to Conclude a Settlement in Excess of NDOT's \$5.899 Million Appraisal

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized Agency official approves such administrative settlement as being reasonable, prudent, and in the public interest. When Federal funds pay for or participate in acquisition costs, a written justification shall be prepared, which states what available information, including trial risks, supports such a settlement.

49 CFR 24.102 (I).

Points that Favor Settlement

NDOT's exposure exceeds its \$5.899 million 2011 appraisal; the landowner will at the least be able to present a higher appraisal, and add to that the claim for

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precondemnation damages; so, NDOT is exposed to a higher financial risk. The settlement offer is less than the owners trial evidence: According to the plaintiffs Wall Street, NDOT's exposure will range from \$42 million to \$106 million. While the landowners believe they could claim up to \$200 million, this is considered highly unlikely.

- NDOT will also pay the landowners' costs and interest on any award, as allowed by statute and the recent constitutional amendment, known as PISTOL. Landowner costs through a full jury trial could exceed \$300,000.00.
- If the landowner proved any type of inverse taking, they would also get their attorneys fees, as well, as allowed by statute and the recent constitutional amendment, known as PISTOL. Landowners' attorneys fees for this type of inverse case could exceed 1 million dollars.
- NDOT would incur its own costs and attorneys fees going forward.
- Results cannot be guaranteed and settlement discharges all risk of an adverse jury verdict.
- The settlement avoids an unfavorable precedent should the Nevada Supreme Court affirm Judge Cory. Part of a settlement would be vacation of this order, and dismissal of the inverse case, so it would not be precedent in future cases.

RECOMMENDATION

Extensive negotiations and compromise on both sides have resulted in this Settlement Agreement. This is the best Settlement Agreement NDOT can attain at this time. The settlement is structured to result in a dismissal of the inverse case, so, if the Board approves the settlement, this is essentially a purchase of property pursuant to the direct condemnation, in the normal course of NDOT's authority.

NDOT has considered the risks and benefits of settlement v. trial and appeal, and has made the business decision that the settlement is reasonable, prudent, and in the public interest.

If the Board approves the settlement, NDOT intends to seek participation of federal funds in the cost to acquire the property.

DRAFT

Settlement Agreement

Wall Street Nevada, LLC, a Nevada Limited Liability Company, Wall Street Nevada, HS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, ST, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MK, LLC, a Nevada Limited Liability Company, Wall Street Nevada, PS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MH, LLC, a Nevada Limited Liability Company, David Frank, an individual, Craig Katchen, an individual, (Wall Street Parties), and the State of Nevada on relation of its Department of Transportation (NDOT), and the City of Las Vegas, a municipal corporation, (City), (collectively referred to herein as the "Parties") contract to resolve all issues surrounding NDOT's acquisition of property in Las Vegas, NV, commonly known as the Wall Street property. This Settlement Agreement is made with reference to the following facts:

Facts

1. The Wall Street Parties sued NDOT and the City in 2009, case No. A-09-590346-C, in the Eighth Judicial District Court. The suit alleged the City and NDOT had inversely condemned the following parcels of real property, identified by Assessor's Parcel Number: 162-04-513-008; 162-04-513-007; 162-04-513-010; 162-04-513-011; 162-04-513-012; 162-04-513-006; 162-04-513-013; 162-04-513-005; 162-04-513-015; 162-04-513-004; 162-04-505-001; 162-04-505-002; 162-04-513-014; 162-04-513-009; 162-04-513-016; and the Wall Street alignment, and cul de sac turnaround - 162-04-599-021, 162-04-599-018, and 162-04-513-017, and the internal streets which had been abandoned by the City to the Wall Street defendants. This property shall hereinafter be referred to collectively as the "Subject Property." The Subject Property is described by metes and bounds in the attached Exhibit 1.
2. NDOT and the City deny they inversely condemned any property, however, the Wall Street Parties maintain the property has been inversely condemned.
3. NDOT determined in 2011 that these parcels were needed for a road improvement project, called Project Neon (Phase 1) and NDOT will file a direct condemnation action to take the Subject Property. The Parties agree that this land is being acquired for a public use and is necessary for that public use.
4. The Parties agree to settle the direct eminent domain lawsuit pursuant to the following terms, conditions, and procedures.

Settlement Terms and Conditions

5. NDOT will present to its Board of Directors at its next public meeting, October 10, 2011, a request for authorization to directly acquire by eminent domain, the Subject Property. The NDOT Board of Directors possesses the authority, on behalf of NDOT, to exercise eminent domain, in its total discretion. If the Board of Directors does not approve the exercise of eminent

domain, the Parties, and each of them, may exercise their right to opt out of this Settlement Agreement. (See paragraph 7N, below). If the Board of Directors approves the exercise of eminent domain at the October 10, 2011, hearing, NDOT will take the actions set forth in paragraphs 7(A) - 7(E) on or before October 20, 2011.

6. NDOT will present this Settlement Agreement to the Board of Examiners of the State of Nevada at its next public meeting, November 8, 2011. The Board of Examiners possesses the authority, on behalf of the State of Nevada, to approve or reject the settlement, in its total discretion. If the Board of Examiners does not approve the Settlement Agreement, said Settlement Agreement shall be null and void, of no legal effect, and inadmissible in any court proceeding.

7. If the condemnation action is approved by the Transportation Board and the settlement is approved by the Board of Examiners, the settlement will be implemented in the following steps.

A. NDOT will file its complaint for direct condemnation in the Eighth Judicial District Court. The complaint will name all persons and entities needed to ensure a clear title, in NDOT's total discretion. The Wall Street Parties will assist NDOT in identifying the persons and entities to be so named.

B. In addition to the complaint, NDOT will file

1. Lis pendens
2. Motion for service by publication
3. Other appropriate papers to initiate the direct condemnation action

C. NDOT will secure issuance of summons.

D. The summons, and other appropriate papers, will be personally served on all named entities and persons. The Law Firm of Kermitt L. Waters will accept service of summons and complaint on behalf of all Wall Street Parties and related entities. The City Attorney will accept service on behalf of the City.

E. All Parties will stipulate to the court, in the direct case, granting the motion for service by publication. NDOT will publish the summons per statute for the required time period, and secure an affidavit of proof of publication and file the same with the court.

F. All Parties will stipulate to the court in case no. A-09-590346-C to issuing an order for service by publication of those defendants styled "Doe Individuals", "Roe Corporations", and "Roe Limited Liability Companies". The Law Office of Kermitt L. Waters will publish the summons per statute for the required time period, and secure an affidavit of proof of publication and file the same with the court.

G. Any individuals or entities who do not appear in either case no. A-09-590346-C or the direct action, after the requisite time in which to answer the summons and complaint, will be immediately defaulted according to proper procedure, and the Parties to this Settlement

Agreement will cooperate in securing said defaults. NDOT will resolve all NV Energy issues independently with NV Energy.

H. If any individuals or entities (other than the Parties to the settlement agreement) appear in either case no. A-09-590346-C or the direct action, the Parties to this settlement agreement will use reasonable best efforts to cooperate in securing the exit of said individual or entity from the case, whether by Disclaimer of Interest, court order, or other appropriate means.

I. If, after service of summons and complaint, no one but the Parties to this Settlement Agreement have appeared, or, if other third parties have appeared, have been removed from the lawsuit by disclaimer of interest, court order, or other appropriate means, NDOT will immediately file a motion permitting occupancy of the property pending entry of judgment. The Wall Street Parties and the City will stipulate to entry of an order for occupancy. The stipulation and order shall provide that NDOT will take occupancy of the Subject Property immediately upon order of the court, but will not take actual possession of the Subject Property until on or after March 30, 2012.

J. If the court grants the immediate occupancy order, NDOT will deposit \$25 million, and no more, with the clerk of the court, in full satisfaction of the purchase price of the Subject Property, and discharge of all other claims of the Wall Street Parties. NDOT will pay \$25 million, and no more, to acquire the Subject Property, and discharge all other claims of the Wall Street entities. The City shall pay a portion of this amount. The City's contribution will be determined by separate agreement between NDOT and the City. The Wall Street Parties, by signing this Settlement Agreement and accepting and receiving said \$25 million, shall release the City and NDOT from all further liability and/or claims the Wall Street Parties may have with respect to the matters raised, or which could have been raised, in the direct action and in case no. A-09-590346-C. The full release is expressed in paragraph 8, below.

K. The Wall Street Parties will file a motion to release the \$25 million, and no less, with the Court in the direct eminent domain action and NDOT and the City will file a non-opposition to this motion. Upon deposit of said \$25 million, the court in the direct action shall distribute the \$25 million and issue a judgment of condemnation in favor of NDOT, and a Final Order of Condemnation in favor of NDOT, conveying to NDOT full title to the Subject Property in fee simple absolute. The Parties will stipulate to the entry of said judgment and final order of condemnation.

L. The Wall Street defendants will waive, and hereby do waive upon deposit and receipt of said \$25 million, any right to repurchase the Subject Property, and any right to object to use of the Subject Property by NDOT or its contractors or assignees during construction, and any right to object to NDOT's use and/or disposal of any of the Subject Property, remaining as surplus property, after construction of the project.

M. Upon the deposit and receipt of the \$25 million, and entry of judgment of condemnation and final order of condemnation in the direct case, the following actions will occur with respect to case no. A-09-590346-C.

1. So long as neither party opts-out of this Agreement as provided below, the Parties will stipulate that the court, in case no. A-09-590346-C will vacate its Findings of Fact and Conclusions of Law Regarding Liability for a Taking, heretofore signed by that court but never entered of record.

2. The Parties will jointly file a motion, pursuant to part VII of the Supreme Court Rules, (Rules Governing Sealing and Redacting Court Records), to seal portions of the record, including but not limited to the minute order regarding the finding of a taking, any drafts of the Findings of Fact and Conclusions of Law Regarding Liability for a Taking, and the points and authorities filed by the Parties respecting the motion for partial summary judgment regarding liability for a taking.

3. Case no. A-09-590346-C will be dismissed with prejudice, each party to bear its own costs and attorneys fees.

N. Right to opt-out of settlement agreement.

It is the intent of the Parties that NDOT and the City will pay \$25 million and no more, and that the Wall Street Parties will receive \$25 million and no less, as provided above. If something occurs in the implementation of this Settlement Agreement to cause NDOT/City to pay more, or the Wall Street Parties to receive less (such as a third party comes forward, either in court or out of court, with a monetary demand, or for any other reason), the Wall Street Parties (collectively), NDOT, or the City after applying best efforts as set forth in paragraph 7(H) will have the right to opt out of this Settlement Agreement, by providing written notice to the other parties. This opt-out provision is in the total discretion of the particular party, and shall not be reviewable by a court nor the subject of an action to enforce Settlement Agreement. The effect of exercising the opt-out provision is that the Settlement Agreement is immediately null and void, of no legal effect, and inadmissible in any court proceeding.

The right to opt-out terminates upon receipt of the \$25 million and the entry of the Final Order of Condemnation in the direct case.

O. Restoration of pre-existing rights

Upon the exercise of the opt-out provision by any party, all Parties are restored to the rights they held in case no. A-09-590346-C on September 8, 2011, and Wall Street will then enter the Findings of Facts and Conclusions of Law.

The restoration of said rights will not terminate the direct action. NDOT may proceed with that action, and all Parties may appear and defend that action and take any other action allowed in regards to the direct action.

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8. Release of all claims

Wall Street Nevada, LLC, a Nevada Limited Liability Company, Wall Street Nevada, HS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, ST, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MK, LLC, a Nevada Limited Liability Company, Wall Street Nevada, PS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MH, LLC, a Nevada Limited Liability Company, David Frank, an individual, Craig Katchen, an individual, (Wall Street Parties) agree to settle case no. A-09-590346-C, the direct case, and all matters related thereto, for the money (\$25 million, no more and no less) and upon the terms stated in this Settlement Agreement, and the Parties agree to the condemnation of the Subject Property as is, where is, on behalf of themselves, their heirs, executors, administrators, successors, grantees, assigns, family members, employees, trusts, companies, partnerships, corporations, directors, officers, partners, trustees, beneficiaries, and associates of whatever nature, whether persons or entities, collectively referred to as "Wall Street Parties," and do hereby unconditionally release and forever discharge the Nevada Department of Transportation and the City of Las Vegas, and each and all of their agents, contractors, officers, trustees, beneficiaries, members, managers, directors, agents, attorneys, employees and associates of any nature from any and all claims, demands, interest, costs, expenses, court fees, attorneys fees, pre-condemnation damages, inverse condemnation damages, relocation benefits, business losses and rights to compensation whatsoever, which they now have or which may hereafter accrue on account of or related to the acquisition of the Subject Property, the planning of Project Neon, as it relates to the Subject Property, and/or the matters alleged, or which could have been alleged, in the pleadings, including but not limited to the counterclaims, in both the direct action and case no. A-09-590346-C.

Draft

The above-mentioned sum is accepted as full payment for all loss, expense, damages, or compensation arising out of the acquisition of the Subject Property and is accepted for all forms of damage; past, present, or future; both anticipated and unanticipated, and due to causes both known and unknown related to the Subject Property. In the event of any future damage, such damage to the Subject Property is expressly deemed to have been compensated for by the payment of this above-mentioned sum.

The Parties further declare and represent that this Settlement Agreement is the entire, sole, complete and only understanding and agreement of, by, and between the Wall Street Parties, NDOT, and the City, and that no promise, inducement, agreement, or representation not herein contained and expressed has been made in order to secure this release, and that the sole consideration for this release is the payment of the sum mentioned above. This Settlement Agreement supercedes all previous agreements of the Parties concerning the matters dealt with herein.

All Parties acknowledge that neither the payment of the above-mentioned sum (\$25 million), nor the acceptance of the release, does or shall constitute in any manner whatsoever any admission of the land value of the Subject Property, or admission of fault, negligence, or liability

on the part of NDOT or the City of Las Vegas, or any of the persons or entities released hereby, in any respect, but is instead a compromised settlement of this lawsuit. The amount paid in settlement hereof shall not be admitted into court proceeding as the opinion of value of the any party to this settlement with respect to the value of the Subject Property.

The undersigned Parties, have carefully read this entire Settlement Agreement and understand that it is a full and final compromise, settlement, release, and discharge of any and all claims, actions, causes of action, and suits they may have against NDOT or the City of Las Vegas or the other persons or entities released hereby arising out of the matters alleged, or which could have been alleged, in the pleadings, including but not limited to the counterclaims, in both the direct action and case no. A-09-590346-C.

9. Each Party to Bear Costs.

Each party will bear its own costs and attorneys fees with respect to all matters dealt with in this Settlement Agreement.

10. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Settlement Agreement.

11. Effective Date.

This Settlement Agreement will be effective on the date approved by the Board of Examiners of the State of Nevada.

Draft

Wall Street Nevada, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Wall Street Nevada, HS, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Wall Street Nevada, ST, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Wall Street Nevada, MK, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Wall Street Nevada, PS, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Wall Street Nevada, MH, LLC, a Nevada Limited Liability Company

By: _____

Its: _____

DATED this ____ day of November, 2011

Draft

David Frank, an individual

DATED this ____ day of November, 2011

Craig Katchen, an individual

DATED this ____ day of November, 2011

THE STATE OF NEVADA, on relation of its
Department of Transportation (the Nevada
Department of Transportation)

By: _____

Its: _____

DATED this ____ day of November, 2011

THE CITY OF LAS VEGAS, a municipal corporation

By: _____

Its: _____

DATED this ____ day of November, 2011

Approved as to legality and form by:

LAW OFFICES OF KERMIT L. WATERS

By: _____

KERMIT L. WATERS, ESQ.

Nevada Bar No. 2571

JAMES J. LEAVITT, ESQ.

Nevada Bar No. 6032

MICHAEL SCHNEIDER, ESQ.

Nevada Bar No. 8887

AUTUMN WATERS, ESQ.

Nevada Bar No. 8917

Attorneys for Plaintiffs

Wall Street Nevada, LLC, a Nevada Limited Liability Company, Wall Street Nevada, HS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, ST, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MK, LLC, a Nevada Limited Liability Company, Wall Street Nevada, PS, LLC, a Nevada Limited Liability Company, Wall Street Nevada, MH, LLC, a Nevada Limited Liability Company, David Frank, an individual, Craig Katchen, an individual

Draft

DATED this ____ day of November, 2011

ATTORNEY GENERAL, STATE OF NEVADA

By: _____

CATHERINE CORTEZ MASTO

Nevada Bar No. 3926

DATED this ____ day of November, 2011

CHAPMAN LAW FIRM, P.C.

By: _____
MICHAEL G. CHAPMAN, ESQ.
Nevada Bar No. 1630

Attorneys for Defendant
STATE OF NEVADA

DATED this ____ day of November, 2011

BRADFORD R. JERBIC,
CITY ATTORNEY

By: _____
PHILIP R. BYRNES
Nevada Bar No. 3653

Attorneys for Defendant
CITY OF LAS VEGAS

Draft

DATED this ____ day of November, 2011

Exhibit 1

Draft

Draft
TOTAL ACQUISITION

Wall Street Nevada, LLC, a Nevada Limited Liability Company, as to an undivided 81.1272% interest; Wall Street Nevada HS, LLC, a Nevada Limited Liability Company, as to an undivided 5.2844% interest; Wall Street Nevada ST, LLC, a Nevada Limited Liability Company, as to an undivided 3.0857% interest; Wall Street Nevada PS, LLC, a Nevada Limited Liability Company, as to an undivided 1.5098% interest; Wall Street Nevada MK, LLC, a Nevada Limited Liability Company, as to an undivided 5.5203% interest and Wall Street Nevada MH, LLC, a Nevada Limited Liability Company, as to an undivided 3.4726% interest all as tenants in common

... situate, lying and being in the City of Las Vegas, County of Clark, State of Nevada, and more particularly described as being a portion of the NE 1/4 of Section 4, T. 21 S., R. 61 E., M.D.M.,

It is the intent of this description to describe and it does describe all of the GRANTOR'S right, title and interest in and to all that real property described by that certain GRANT, BARGAIN and SALE DEED, filed for record on February 21, 2006, as Book 20060221, Instrument No. 0002393, that certain GRANT, BARGAIN and SALE DEED, filed for record on February 28, 2006, as Book 20060228, Instrument No. 0003286, that certain GRANT,

BARGAIN and SALE DEED, filed for record on March 23, 2006, as Book 20060323, Instrument No. 0005502 and that certain GRANT, BARGAIN and SALE DEED, filed for record on March 23, 2006, as Book 20060323, Instrument No. 0005500, in the Office of the Recorder, Clark County, Nevada.

TOGETHER WITH those portions of Land Vacated by the City of Las Vegas in that certain ORDER OF VACATION recorded on June 30, 2009 as Document 20090630-0000880 with the Recorder Clark County, Nevada.

EXCEPTING THEREFROM that portion of Land conveyed to the CITY OF LAS VEGAS, a Municipal Corporation, by that certain GRANT DEED recorded on June 30, 2009 as Document 20090630-0000881 with the Recorder Clark County, Nevada.

FURTHER EXCEPTING THEREFROM those rights granted to the NEVADA POWER COMPANY, a Nevada corporation, d/b/a NV Energy, by that certain RIGHT OF WAY GRANT recorded on May 14, 1981 as Book 1401, Instrument 1360010, Official Records, Clark County Recorder and that certain RIGHT OF WAY GRANT recorded on May 14, 1981 as Book 1401, Instrument 1360011, Official Records, Clark County Recorder and that certain GRANT OF AERIAL EASEMENT recorded on May 1, 1995 as Book 950501, Instrument 01025, Official Records, Clark County Recorder and that certain GRANT OF AERIAL EASEMENT recorded on July 25, 1995 as Book 950725, Instrument 01089 Official Records, Clark County Recorder and that certain Reservation to the Nevada Power Company in that certain ORDER OF VACATION recorded on June 30, 2009 as Book 20090630, Instrument 00880 Official Records, Clark County Recorder.

Said property is more fully described by metes and bounds as follows, to wit:

COMMENCING at the northeast corner of said Section 4, said point being a found 5/8" Rebar with no cap, shown and delineated as an "AL CAP PLS 5094" on that certain RECORD OF SURVEY FOR THE CITY OF LAS VEGAS, filed for record as Book No. 20031231, Instrument No. 01220, on December 31, 2003, File 135, Page 08 of Surveys, Official Records, Clark County, Nevada; thence S. 49°15'00" W. a distance of 1,785.42 feet to the POINT OF BEGINNING; said point of beginning being a point on the easterly right-of-way line of Western Avenue, 433.89 feet right of and measured radially from Highway Engineer's Station "Le" 790+71.07 P.O.C.; thence along said easterly right-of-way line the following six (6) courses and distances:

- Draft
- 1) N. 16°24'39" E - 4.74 feet;
 - 2) from a tangent which bears the last described course, curving to the left, with a radius of 530.00 feet, through an angle of 19°02'41", an arc distance of 176.17 feet;
 - 3) N. 2°38'02" W. - 193.27 feet;
 - 4) S. 85°17'03" W. - 5.02 feet;
 - 5) N 4°42'57" W. - 239.81 feet;

6) thence from a tangent which bears the last described course, curving to the right, with a radius of 20.00 feet, through an angle of $94^{\circ}33'52''$, an arc distance of 33.01 feet to the southerly right-of-way line of Wall Street; thence N. $89^{\circ}50'55''$ E., along said southerly right-of-way line, a distance of 135.62 feet; thence departing said southerly right-of-way line the following seven (7) courses and distances:

1) N. $0^{\circ}09'05''$ W. - 163.00 feet;

2) N. $89^{\circ}50'55''$ E. - 253.43 feet;

3) from a tangent which bears the last described course, curving to the right, with a radius of 53.00 feet, through an angle of $21^{\circ}00'28''$, an arc distance of 19.43 feet to a reverse curve;

4) from a tangent which bears S. $69^{\circ}08'37''$ E., curving to the left, with a radius of 100.00 feet, through an angle of $16^{\circ}48'46''$, an arc distance of 29.34 feet to a reverse curve;

5) from a tangent which bears S. $88^{\circ}58'59''$ E., curving to the right, with a radius of 53.00 feet, through an angle of $64^{\circ}16'16''$, an arc distance of 59.45 feet to a reverse curve;

6) from a tangent which bears S. 24°42'43" E., curving to the left, with a radius of 55.00 feet, through an angle of 245°26'22", an arc distance of 235.60 feet;

7) N. 89°50'55" E. - 116.13 feet to the westerly right-of-way line of the Union Pacific Railroad;

thence S. 27°47'26" W., along said westerly right-of-way line, a distance of 581.51 feet; thence S. 27°39'52" W. a distance of 364.31 feet; thence departing said westerly right-of-way line, N. 89°05'35" W. a distance of 217.74 feet to the point of beginning; said parcel contains an area of 7.04 acres (306,846 square feet).

The Basis of Bearing for this description is the NEVADA STATE PLANE COORDINATE SYSTEM, NAD 83/94 DATUM, East Zone, as determined by the State of Nevada, Department of Transportation.



DEPARTMENT OF ADMINISTRATION

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

Date: October 3, 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 – ENTERPRISE IT SERVICES – NETWORK
TRANSPORT SERVICES

Description of item

Nature of the Request

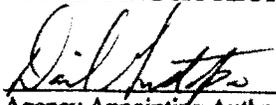
The Enterprise IT Services division seeks approval to purchase one vehicle for the Network Transport Services unit. This purchase was approved by the 2011 legislature.

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: DOA, Enterprise I.T. Services, NTS		Budget Account #: 1388
Contact Name: Patrick Sheehan		Telephone Number: 775-684-6664
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>\$39,236/25</u>
Is the requested vehicle(s) new or used: <u>New</u>		
Type of vehicle(s) purchasing e.g. compact sedan, intermediate sedan, SUV, pick up, etc.:		
<u>3.6 Dodge Ram 4500 Truck</u>		
Mission of the requested vehicle(s):		
<u>To replace vehicle EX39142 that has unreparable mechanical problems.</u>		
Were funds legislatively approved for the request?		If yes, please provide the decision unit number:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>E713 Cat 05 GL 8280</u>
If no, please explain how the vehicles will be funded?		
Is the requested vehicle(s) an addition to an existing fleet or replacement vehicle(s):		
<input type="checkbox"/> Addition(s) <input checked="" type="checkbox"/> Replacement(s)		
Does the requested vehicle(s) comply with "Smart Way" or "Smart Way Elite" requirements pursuant to SAM 1308? If not, please explain.		
<u>N/A This is a 4WD service truck used to access mountain top communication sites.</u>		
Please Complete for Replacement Vehicles Only: (For type of vehicle, i.e., compact sedan, intermediate sedan, SUV, pick up, etc.)		Does this request meet the replacement schedule criteria pursuant to SAM 1309? If no, explain why the vehicle is being replaced.
Current Vehicle Information:		<u>Yes</u>
Vehicle #1 Model Year: <u>2001</u>		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade.
Odometer Reading: <u>137,758</u>		
Type of Vehicle: <u>Pick Up Truck</u>		<u>No</u>
Vehicle #2 Model Year:		
Odometer Reading:		
Type of Vehicle:		
<i>Please attach an additional sheet if necessary</i>		
APPOINTING AUTHORITY APPROVAL:		
		<u>9/29/11</u>
Agency Appointing Authority	<u>CFO</u> 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
RECEIVED

SEP 29 2011

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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: October 3, 2011
To: Jeff Mohlenkamp, Director
Department of Administration
From: Julie Strandberg, Budget Analyst *JS*
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

DEPARTMENT OF PUBLIC SAFETY– HIGHWAY PATROL

Statutory Authority

Pursuant to NRS 334.010 the Highway Patrol is requesting the authority to purchase one hundred twenty three (123) replacement vehicles for a total of \$5,331,325.

Nature of the Request

Pursuant to Assembly Bill 481 of the 2011 Legislative Session an appropriation is made to the Division in the amount of \$5,331,325 to replace certain fleet vehicles. This is a request to replace fleet vehicles which have exceeded the 105,000 mile threshold for sedans and 125,000 for trucks and sports utility vehicles throughout the 2011-2013 biennium.

Recommendation

The Department recommends approving the request.

REVIEWED: <i>JS</i>
ACTION ITEM: _____

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

Agency Name: Nevada Highway Patrol	Budget Account #: 4713
Contact Name: Johnnean Morrison	Telephone Number: 775-684-4883

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: 123 **Amount of the request:** \$5,331,325.00

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

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

Sedans, trucks and SUV's/

Mission of the requested vehicle(s):

Law Enforcement

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

AB481-2011 Legislative Session

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

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

Addition(s) 123 Replacement(s)

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

No. Law enforcement is exempt.

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: See attached.

Odometer Reading:

Type of Vehicle:

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

Please attach an additional sheet if necessary

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

Yes.

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

APPOINTING AUTHORITY APPROVAL:

 Chief/DPS-NHP
Agency Appointing Authority Title

09/29/11
Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

RECEIVED

SEP 30 2011

Board of Examiners

Date

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION
Revised 7/13/10

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Assembly Bill No. 481-Committee on Ways and Means

CHAPTER.....

AN ACT making an appropriation to the Nevada Highway Patrol Division of the Department of Public Safety to replace certain fleet vehicles; and providing other matters properly relating thereto.

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

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

Section 1. There is hereby appropriated from the State Highway Fund to the Nevada Highway Patrol Division of the Department of Public Safety the sum of \$5,331,325 to replace fleet vehicles which have exceeded the 105,000 mile threshold for sedans and the 125,000 mile threshold for trucks and sports utility vehicles.

Sec. 2. Any remaining balance of the appropriation made by section 1 of this act must not be committed for expenditure after June 30, 2013, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 20, 2013, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State Highway Fund on or before September 20, 2013.

Sec. 3. This act becomes effective upon passage and approval.



**DEPARTMENT OF PUBLIC SAFETY
HIGHWAY PATROL DIVISION
VEHICLE REPLACEMENT SCHEDULE**

Budget Account #: 4713
 Budget Account Title: HIGHWAY PATROL DIVISION

Model Year	Item Requested	Item being Replaced	Reason for Replacement	Tally
2002	SEDAN	02250	Mileaged out	1
2003	SEDAN	03084	Mileaged out	1
2004	SEDAN	04007	Mileaged out	1
2004	SEDAN	04153	Mileaged out	1
2004	SEDAN	04207	Mileaged out	1
2004	SEDAN	04255	Mileaged out	1
2004	SEDAN	04347	Mileaged out	1
2005	SEDAN	05013	Mileaged out	1
2005	SEDAN	05090	Mileaged out	1
2005	SEDAN	05117	Mileaged out	1
2005	SEDAN	05124	Mileaged out	1
2005	SEDAN	05298	Mileaged out	1
2005	SEDAN	05306	Mileaged out	1
2005	SEDAN	05328	Mileaged out	1
2005	SEDAN	05330	Mileaged out	1
2006	SEDAN	06024	Mileaged out	1
2006	SEDAN	06027	Mileaged out	1
2006	SEDAN	06031	Mileaged out	1
2006	SEDAN	06034	Mileaged out	1
2006	SEDAN	06047	Mileaged out	1
2006	SEDAN	06049	Mileaged out	1
2006	SEDAN	06055	Mileaged out	1
2006	SEDAN	06058	Mileaged out	1
2006	SEDAN	06060	Mileaged out	1
2006	SEDAN	06069	Mileaged out	1
2006	SEDAN	06071	Mileaged out	1
2006	SEDAN	06074	Mileaged out	1
2006	SEDAN	06079	Mileaged out	1
2006	SEDAN	06091	Mileaged out	1
2006	SEDAN	06094	Mileaged out	1
2006	SEDAN	06111	Mileaged out	1
2006	SEDAN	06115	Mileaged out	1
2006	SEDAN	06122	Mileaged out	1
2006	SEDAN	06130	Mileaged out	1
2006	SEDAN	06131	Mileaged out	1
2006	SEDAN	06133	Mileaged out	1
2006	SEDAN	06141	Mileaged out	1
2006	SEDAN	06160	Mileaged out	1
2006	SEDAN	06168	Mileaged out	1
2006	SEDAN	06176	Mileaged out	1
2006	SEDAN	06179	Mileaged out	1
2006	SEDAN	06192	Mileaged out	1

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**DEPARTMENT OF PUBLIC SAFETY
HIGHWAY PATROL DIVISION
VEHICLE REPLACEMENT SCHEDULE**

Budget Account #: 4713
 Budget Account Title: HIGHWAY PATROL DIVISION

Model Year	Item Requested	Item being Replaced	Reason for Replacement	Tally
2006	SEDAN	06198	Mileaged out	1
2006	SEDAN	06201	Mileaged out	1
2006	SEDAN	06203	Mileaged out	1
2006	SEDAN	06209	Mileaged out	1
2006	SEDAN	06225	Mileaged out	1
2006	SEDAN	06231	Mileaged out	1
2006	SEDAN	06233	Mileaged out	1
2006	SEDAN	06238	Mileaged out	1
2006	SEDAN	06239	Mileaged out	1
2006	SEDAN	06253	Mileaged out	1
2006	SEDAN	06264	Mileaged out	1
2006	SEDAN	06275	Mileaged out	1
2006	SEDAN	06282	Mileaged out	1
2006	SEDAN	06284	Mileaged out	1
2006	SEDAN	06288	Mileaged out	1
2006	SEDAN	06290	Mileaged out	1
2006	SEDAN	06296	Mileaged out	1
2006	SEDAN	06303	Mileaged out	1
2006	SEDAN	06305	Mileaged out	1
2006	SEDAN	06339	Mileaged out	1
2006	SEDAN	06340	Mileaged out	1
2006	SEDAN	06365	Mileaged out	1
2006	SEDAN	06378	Mileaged out	1
2006	SEDAN	06388	Mileaged out	1
2006	SEDAN	06421	Mileaged out	1
2006	SEDAN	06425	Mileaged out	1
2006	SEDAN	06446	Mileaged out	1
2006	SEDAN	06457	Mileaged out	1
2006	SEDAN	06475	Mileaged out	1
2006	SEDAN	06483	Mileaged out	1
2006	SEDAN	06487	Mileaged out	1
2007	SEDAN	07012	Mileaged out	1
2007	SEDAN	07026	Mileaged out	1
2007	SEDAN	07042	Mileaged out	1
2007	SEDAN	07052	Mileaged out	1
2007	SEDAN	07057	Mileaged out	1
2007	SEDAN	07059	Mileaged out	1
2007	SEDAN	07064	Mileaged out	1
2007	SEDAN	07067	Mileaged out	1
2007	SEDAN	07083	Mileaged out	1
2007	SEDAN	07086	Mileaged out	1
2007	SEDAN	07101	Mileaged out	1

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**DEPARTMENT OF PUBLIC SAFETY
HIGHWAY PATROL DIVISION
VEHICLE REPLACEMENT SCHEDULE**

Budget Account #: 4713
 Budget Account Title: HIGHWAY PATROL DIVISION

Model Year	Item Requested	Item being Replaced	Reason for Replacement	Tally
2007	SEDAN	07107	Mileaged out	1
2007	SEDAN	07108	Mileaged out	1
2007	SEDAN	07115	Mileaged out	1
2007	SEDAN	07147	Mileaged out	1
2007	SEDAN	07148	Mileaged out	1
2003	SUV	03211	Mileaged out	1
2003	SUV	03249	Mileaged out	1
2003	SUV	03291	Mileaged out	1
2003	SUV	03319	Mileaged out	1
2003	SUV	03976	Mileaged out	1
2004	SUV	04270	Mileaged out	1
2004	SUV	04352	Mileaged out	1
2004	SUV	04407	Mileaged out	1
2004	SUV	04476	Mileaged out	1
2005	SUV	05004	Mileaged out	1
2005	SUV	05019	Mileaged out	1
2005	SUV	05104	Mileaged out	1
2005	SUV	05183	Mileaged out	1
2005	SUV	05190	Mileaged out	1
2005	SUV	05329	Mileaged out	1
2005	SUV	05361	Mileaged out	1
2005	SUV	05422	Mileaged out	1
2005	SUV	05492	Mileaged out	1
2006	SUV	06001	Mileaged out	1
2006	SUV	06008	Mileaged out	1
2006	SUV	06022	Mileaged out	1
2006	SUV	06038	Mileaged out	1
2006	SUV	06100	Mileaged out	1
2006	SUV	06151	Mileaged out	1
2006	SUV	06229	Mileaged out	1
2006	SUV	06259	Mileaged out	1
2006	SUV	06324	Mileaged out	1
2006	SUV	06344	Mileaged out	1
2006	SUV	06362	Mileaged out	1
2006	SUV	06385	Mileaged out	1
2006	SUV	06428	Mileaged out	1
2006	SUV	06441	Mileaged out	1
2006	SUV	06463	Mileaged out	1
2006	SUV	06469	Mileaged out	1



DEPARTMENT OF ADMINISTRATION

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

Date: October 7, 2011
To: Jeff Mohlenkamp, Director
Department of Administration
From: Julie Strandberg, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

DEPARTMENT OF PUBLIC SAFETY– HIGHWAY PATROL

Statutory Authority

Pursuant to NRS 334.010 the Highway Patrol – Highway Safety Grants Account is requesting the authority to purchase one replacement vehicle for a total of \$23,401.

Nature of the Request

The Highway Safety Grants Account was legislatively approved to purchase one replacement SUV during fiscal year 2013, however the vehicle budgeted for replacement has exceeded the 105,000 mile threshold for SUV's. There is sufficient authority in fiscal year 2012 to replace the 2003 Ford Expedition.

Recommendation

The Department recommends approving the request.

REVIEWED: 
ACTION ITEM: _____

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

Agency Name: Nevada Highway Patrol	Budget Account #: 4721
Contact Name: Johnnean Morrison	Telephone Number: 775-684-4883

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

Number of vehicles requested: 1 **Amount of the request:** \$23,401.00

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

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

Truck/SUV

Mission of the requested vehicle(s):

Public Safety

Were funds legislatively approved for the request?

Yes No

If yes, please provide the decision unit number:

E710

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

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

Addition(s) 1 Replacement(s)

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

No. Law enforcement is exempt.

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: 2003

Odometer Reading: 108204

Type of Vehicle: Ford Expedition

Vehicle #2 Model Year:

Odometer Reading:

Type of Vehicle:

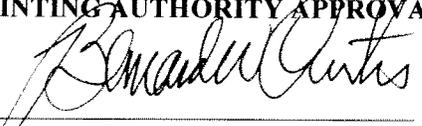
Please attach an additional sheet if necessary

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

Yes.

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

APPOINTING AUTHORITY APPROVAL:



Chief

10/5/2011

Agency Appointing Authority

Title

Date

BOARD OF EXAMINERS' APPROVAL:

Approved for Purchase Not Approved for Purchase

RECEIVED

OCT 05 2011

Board of Examiners

Date

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Revised 7/13/10

10

For Budget Division Use Only	
Reviewed by:	<i>J. Nielsen</i> 10/10/11
Reviewed by:	<i>Chase</i> 10/15/11
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Cultural Affairs
Nevada Arts Council
716 North Carson Street, Suite A
Carson City, Nevada 89701
Contact: Linda Ficklin; Telephone: (775) 687-6680
Fax: (775) 684-5446

2. Name of Lessor: DESERT INN OFFICE CENTER, LLC, a Delaware limited liability company
Telephone: (949) 474-5839
Fax: (949) 474-5851
Contact: Sharyn Briese, Property Manager; (702) 836-3750

3. Address of Lessor: 4350 Von Karman Avenue, 4th Floor
Newport Beach, CA 92660

4. Address of Lease property: 2755 East Desert Inn Road, Suite 155
Las Vegas, NV 89121

a. Square Footage: 884
b. Cost:

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$1,105.00	12	\$13,260.00	December 1, 2011 through November 30, 2012	\$1.250
\$1,105.00	12	\$13,260.00	December 1, 2012 through November 30, 2013	\$1.250
\$1,138.15	12	\$13,657.80	December 1, 2013 through November 30, 2014	\$1.288
\$1,138.15	12	\$13,657.80	December 1, 2014 through November 30, 2015	\$1.288
\$1,172.29	12	\$14,067.48	December 1, 2015 through November 30, 2016	\$1.326
c. Total Lease Consideration:		60	\$67,903.08	

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: \$1.64 - \$2.45
m. Specific termination clause in lease: Breach/Default lack of funding
n. Lease will be paid for by Agency Budget Account Number: 2979

5. Purpose of the lease: To house the Nevada Arts Council.

6. This lease constitutes:

<input checked="" type="checkbox"/>	An extension of an existing lease
<input type="checkbox"/>	An addition to current facilities (requires a remark)
<input type="checkbox"/>	A relocation (requires a remark)
<input type="checkbox"/>	A new location (requires a remark)
<input type="checkbox"/>	Remodeling only
<input type="checkbox"/>	Other

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a. Estimated moving expenses: \$800.00 Furnishings: \$400.00 Data/Phones: \$600.00

Remarks: Negotiated the rental rate to begin at \$1.25 for years 1 and 2; and 3% escalations on years 3 and 5. The previous rental rate is \$1.946, this is a reduction of \$0.69 per square foot per month and relocated the Tenant from suite 160 to suite 155 a square footage deduction of 603 square feet.

Lease #1

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

STATEWIDE LEASE INFORMATION

1. Agency: Department of Education
 Nevada Public Charter School Authority
 contact: Steve Canavero 687-9160, fax:

2. Name of Lessor: Iko Moody Ventures, LLC
 contact: George Samuel Oki
 916-231-0608 cell: 916-208-2888
 Property Manager: John Uhart 775-884-1896

3. Address of Lessor: 2012 H Street, Suite 108
 Sacramento, California 95811

4. Address of Lease property: 1749 Stewart Street, Suite 40
 Carson City, NV 89706-2543

a. Square Footage:
 b. Cost:

1,728 usable sf					
cost per month	# of months in time frame	Cost per Year	time frame	Approximate cost per square foot	
\$1,987.20	24	\$47,692.80	12/01/2011 - 11/30/2013	\$1.150	
\$2,073.60	24	\$49,766.40	12/01/2013 - 11/30/2015	\$1.200	
\$2,160.00	12	\$25,920.00	12/01/2015 - 11/30/2016	\$1.250	
	60				
c. Total Lease Consideration:		\$123,379.20			

d. Rental Adjustments: None
 e. Term: 60 Months
 f. Option to renew: Yes
 g. Utilities: Lessor
 h. Janitorial: Lessor
 i. Major repairs: Lessor
 j. Minor repairs: Lessor
 k. Taxes: Lessor
 l. Rate: \$1.30 - \$1.50
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: 2711

5. Purpose of the lease:

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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 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

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

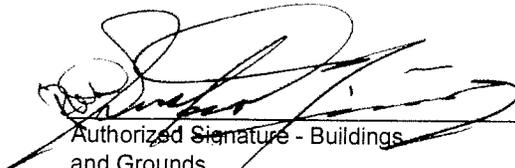
Remarks: New Program

Lease #2

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	20090684351-28
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"/>
f.	Does the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>


 Authorized Signature - Buildings and Grounds

10-6-11
 Date


 Authorized Signature - Agency

10.4.11
 Date

For Board of Examiners Yes

No

Lease #2

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

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Health Division
 Office of Informatics & Technology ✓
 Contact, Cole Schmidt (775) 684-4039; Fax: (775) 684-4211
 email: cschmidt@health.nv.gov

2. Name of Lessor: BAR CHARLESTON ACQUISITIONS, LLC, ✓
 a Delaware limited liability company

3. Address of Lessor 31910 Del Obispo, Suite 100
 San Juan Capistrano, California 92675
 Telephone: (949) 545-0500
 Fax: (949) 276-0569
 Christine Howe, Property Manager: (702) 222-4084, Fax: (702) 222-1644
 email: chowe@birtcheranderson.com

4. Address of Lease property: 3811 West Charleston, Suite 204 ✓
 Las Vegas, Nevada 89102-1846

a. Square Footage:
 b. Cost:

922 rentable ✓				
cost per month	# of months and/or days in time frame	cost per year	time frame	Approximate cost per square foot
\$0.00	2	\$0.00	November 9, 2011 - January 8, 2012	\$0.000
\$ 1,162.90	23 days	\$1,162.90	January 9, 2012 - January 31, 2012	\$1.700
\$1,567.40	11	\$17,241.40	February 1, 2012 - December 31, 2012	\$1.700
\$1,567.40	12	\$18,808.80	January 1, 2013 - December 31, 2013	\$1.700
\$1,631.94	12	\$19,583.28	January 1, 2014 - December 31, 2014	\$1.770
\$1,631.94	12	\$19,583.28	January 1, 2015 - December 31, 2015	\$1.770
\$1,696.48	12	\$20,357.76	January 1, 2016 - December 31, 2016	\$1.840
\$1,696.48	12	\$20,357.76	January 1, 2017 - December 31, 2017	\$1.840
\$437.80	8 days	\$437.80	January 1, 2018 - January 8, 2018	\$1.840

c. Total Lease Consideration: \$117,532.98
 d. Rental Adjustments: None
 e. Term: Seventy-four (74) months, or Six (6) years, two (2) months
 f. Option to renew: Yes, with ninety (90) days written notice. Holdover penalty 5%
 g. Utilities: LESSOR
 h. Janitorial: LESSOR
 i. Major repairs: LESSOR
 j. Minor repairs: LESSOR
 k. Taxes: LESSOR
 l. Comparable Market Rate: \$1.64 - \$2.45
 m. Specific termination clause in lease: Breach/Default lack of funding
 n. Lease will be paid for by Agency Budget Account Number: 3223 ✓

5. Purpose of the lease: To house the Health Division, Office of Informatics & Technology.

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: \$4,000.00 Furnishings: n/a Data/Phones: \$2,500.00

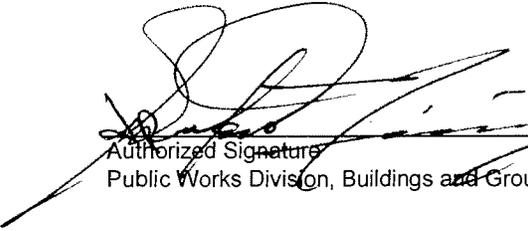
Remarks: The Health Division, Office of Informatics & Technology is relocating out of the State Grant Sawyer building to accommodate the need for space by the Director of Business and Industry.

Lease #3

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV20071268396	
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



 Authorized Signature _____ Date 10-26-11

 Public Works Division, Buildings and Grounds Section



 Authorized Signature _____ Agency _____ Date 10/26/11

For Board of Examiners Yes

 No

Lease #3

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12730**Agency Name: **ATTORNEY GENERAL'S OFFICE**Agency Code: **030**Appropriation Unit: **1038-10**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Gary Robinson and Associates, Inc

Contractor Name: **Gary Robinson and Associates, Inc**Address: **537 Edindrew Circle**City/State/Zip: **Murray, UT 84107**

Contact/Phone: Gary Robinson 801-262-5742

Vendor No.: T27028838

NV Business ID: NV20111620125

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 % Regulatory Assessment Fees**

Federal Funds 0.00 % Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: 12001

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: **11/07/2015**Contract term: **4 years and 7 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to provide professional accounting services to the Bureau of Consumer Protection (BCP) in matters pertaining specifically to utility analysis involving gas utility company in the load forecasting, rate design, cost of service studies, rate cases, and testifying for the BCP.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$100,000.00**

Payment for services will be made at the rate of \$125.00 per hour

II. JUSTIFICATION

7. What conditions require that this work be done?

Statute requires representation for consumers' interests in matters before the Public Utilities Commission and any legislature, board or commission with jurisdiction over Nevada regulated public utilities.

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

Based on this contractor's broad and extensive experience of 30 years with a gas utility company, he can provide assistance and credibility on issues that we can not cover.

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 contractor was chosen based on his expertise, availability and reasonable rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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	hrobinso	10/05/2011 14:57:07 PM
Division Approval	hrobinso	10/05/2011 14:57:09 PM
Department Approval	hrobinso	10/05/2011 14:57:14 PM
Contract Manager Approval	hrobinso	10/05/2011 14:57:18 PM
Budget Analyst Approval	csawaya	10/10/2011 11:09:23 AM
Team Lead Approval	jmurph1	10/10/2011 14:06:40 PM
BOE Agenda Approval	jmurph1	10/10/2011 14:06:43 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12731**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: SMITH, ALLISON M
Agency Code: 030	Contractor Name: SMITH, ALLISON M
Appropriation Unit: 1040-27	Address: 9420 SANTANA SIESTA AVE
Is budget authority available?: No	City/State/Zip: LAS VEGAS, NV 89166-3700
If "No" please explain: Pending approval of work program C22367 at the October 25, 2011 IFC meeting.	Contact/Phone: Allison Smith 775/686-9974
	Vendor No.: T29028982
	NV Business ID: NV20111629441

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Federal Grant Transfer from DPS

Agency Reference #: 030

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 11/2011

Retrospective? **Yes**

If "Yes", please explain

This is a grant funded position which expires on June 30, 2012, which is a limited amount of time to perform the services necessary to fulfill the contract terms. A more detailed memorandum is attached regarding the request for the retroactive date of November 1, 2011.

3. Termination Date: **06/30/2012**Contract term: **242 days**4. Type of contract: **Contract**Contract description: **DEC Coordinator**

5. Purpose of contract:

This is a new contract for a Drug Endangered Childrens' Coordinator to coordinate stakeholders by convening local and statewide meetings which respond to the needs of drug endangered children; form regional multi-disciplinary teams; facilitate public awareness; and complete project administrative duties which include scheduling at least 12 community meetings throughout the state to carry out the project, create and distribute all pertinent materials and keep records as required.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

Payment for services will be made at the rate of \$40.00 per hour

Other basis for payment: Hourly services up to \$48,000. Travel expenses at GSA Rates up to \$12,000.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to act as the Drug Endangered Childrens' Coordinator which is a subgrant from the Nevada Department of Public Safety's Federal Justice Assistance Grant in which the Office of the Attorney General proposed that due to the extensive scope of work, an independent contractor with this type of expertise be contracted with.

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

This is a short term project period (less than a year) requiring very time and labor intensive efforts. The Grants Division would be unable to accomplish this with current staffing and it would not be cost effective to hire a state employee for the limited duration of project time and funding.

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 top 5 candidates were selected to be interviewed by an interview team consisting of Grant staff and 2 outside grant program specialists. The interviews were held on 10/3/11 and all team members selected Allison M. Smith, by consensus.

d. Last bid date: 08/22/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Sole Proprietor

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dcallens	10/11/2011 14:08:41 PM
Division Approval	clesli1	10/11/2011 15:50:01 PM
Department Approval	chowle	10/11/2011 16:59:37 PM
Contract Manager Approval	shanshew	10/17/2011 11:48:08 AM
Budget Analyst Approval	csawaya	10/17/2011 12:07:23 PM
Team Lead Approval	jmurph1	10/18/2011 09:31:04 AM

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

Writer's Direct Dial (775) 648-1148

Facsimile (775) 684-1102

MEMORANDUM

DATE: October 17, 2011
TO: Board of Examiners
FROM: Liz Greb, GPA III
SUBJECT: Allison M. Smith Contract – Retroactive Memorandum

This memorandum is to request that the Allison M. Smith Contract be retroactive to November 1, 2011 since the next Board of Examiners is not until December of 2011. The reason for it being retroactive is due to the extensive process that needed to be done before choosing the most qualified person for this contract. A Request for Proposal needed to be done in which eight applicants responded. The top five candidates were interviewed and Allison Smith was selected. We were not able to complete this process in time to submit the Contract for the November BOE.

Time is of the essence in having this contractor begin work on this Grant since grant funding expires on June 30, 2012. This short window to complete this project paired with the momentum of the Drug Endangered Children movement in Nevada that was ignited during the recent DEC Summit sponsored by the Office of the Attorney General on September 22, 2011, necessitates that Ms. Smith be allowed to commence work on this project retroactive to November 1, 2011.

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12693**

Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Martinelli & Associates
Agency Code: 030	Contractor Name: Martinelli & Associates
Appropriation Unit: 1348-15	Address: 42143 Avenida Alvarado Ste B-2
Is budget authority available?: Yes	City/State/Zip: Temecula, CA 92590
If "No" please explain: Not Applicable	Contact/Phone: Dr. Ron Martinelli 951-719-1450
	Vendor No.:
	NV Business ID: NV20111600470
To what State Fiscal Year(s) will the contract be charged?	2012-2014

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Insurance Premium Trust Fund

2. Contract start date:

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

Anticipated BOE meeting date 11/2011

Retroactive? **Yes**

If "Yes", please explain

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

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

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

5. Purpose of contract:

This is a new contract to provide expert witness services in the defense of a current potential lawsuit and possible future lawsuits. The vendor specializes in arrests, search and seizures, use of force/excessive force, officer-involved shootings (OIS), in-custody deaths; criminal investigations, police practices, training, supervision; adult & juvenile corrections and law enforcement negligence.

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. Martinelli was chosen in preference to others due to his experience and knowledge in Forensic Pathology with an emphasis in law enforcement that will assist the office with pending and/or possible lawsuits.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	09/28/2011 11:45:10 AM
Division Approval	clesli1	09/29/2011 10:37:13 AM
Department Approval	clesli1	09/29/2011 10:37:19 AM
Contract Manager Approval	dgrass	09/29/2011 12:46:06 PM
Budget Analyst Approval	csawaya	09/30/2011 15:48:32 PM
Team Lead Approval	jmurph1	10/03/2011 14:58:32 PM
BOE Agenda Approval	jmurph1	10/03/2011 14:58:37 PM
BOE Final Approval	Pending	



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 North Carson Street
Carson City, Nevada 89701

CATHERINE CORTEZ MASTO
Attorney General

KEITH MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

MEMORANDUM

TO: Cathy Gregg, Budget Analyst
FROM: Diane Grass, Program Officer | *DG*
DATE: September 30, 2011
RE: Retroactive Independent Contract for Martinelli & Associates

This memo is to advise the Board of Examiners that the Independent Contract for Martinelli & Associates will began on July 12, 2011, which was prior to its submission to the Budget Office. This contract should be placed on the Board of Examiners Agenda set for November 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.

RECEIVED

SEP 30 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV6167	Amendment Number: 4
Agency Name: ATTORNEY GENERAL'S OFFICE	Legal Entity Name: Robison, Belaustegui, Sharp &
Agency Code: 030	Contractor Name: Robison, Belaustegui, Sharp &
Appropriation Unit: 4892-10	Address: Low
Is budget authority available?: Yes	71 Washington St
If "No" please explain: Not Applicable	Reno, NV 89503
	Contact/Phone: Kent Robison 7753293151
	Vendor No.: T29006734
	NV Business ID: NV19811008051

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **03/31/2009**
 Anticipated BOE meeting date **10/2011**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **3 years and 92 days**

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

5. Purpose of contract:
This is the fourth amendment to the original contract, which provides expert legal services for the defense of the Nevada System of Higher Education, in the Teri Patraw litigation (Case Nos. CV07-02585 and CV08-00826) and necessary and incidental legal services pertaining thereto. This amendment increases the maximum amount from \$330,000.00 to \$360,000.00 due to continued case activity.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,999.00
2. Total amount of any previous contract amendments:	\$320,001.00
3. Amount of current contract amendment:	\$30,000.00
4. New maximum contract amount:	\$360,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
This is the fourth amendment to the original contract, which provides legal services for the defense of the Nevada System of Higher Education in the Teri Patraw litigation (Case Nos. CV07-02585 and CV08-00826). This amendment increases the maximum amount from \$330,000 to \$360,000 due to the continuation of legal services required to defend these cases.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Current workload of available litigation deputies, in addition to possessing the required expertise, does not permit the assumption of the defense of a case of this scale.

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

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

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

Not Applicable

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

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

This law firm is knowledgeable in this type of case and has been counsel of record in excess of 6 years.

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	09/29/2011 08:31:09 AM
Division Approval	clesli1	09/29/2011 10:38:52 AM
Department Approval	chowle	10/04/2011 10:03:54 AM
Contract Manager Approval	shanshaw	10/04/2011 10:29:09 AM
Budget Analyst Approval	csawaya	10/10/2011 11:01:06 AM
Team Lead Approval	jmurph1	10/10/2011 14:08:43 PM
BOE Agenda Approval	jmurph1	10/10/2011 14:08:48 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12726**

Agency Name: TREASURER'S OFFICE	Legal Entity Name: Atlanta Capital Management Compay, LLC
Agency Code: 050	Contractor Name: Atlanta Capital Management Compay, LLC
Appropriation Unit: 1080-04	Address: 1075 Peachtree Street, Ste 210
Is budget authority available?: Yes	City/State/Zip: Atlanta , GA 30309
If "No" please explain: Not Applicable	Contact/Phone: Jim Womac 404-876-9411
	Vendor No.:
	NV Business ID: NV20061822480

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 % paid from investment earnings in NVEST accounts

Agency Reference #: RFP 1924

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2011**
Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **NVEST Money Managers**

5. Purpose of contract:

This is a new contract for investment managers to be responsible for the investment of separate long term investment portfolios for local government approved to participate in the State Treasurer's Local Government Pooled Long-Term Investment Account (NVEST) program.

6. NEW CONTRACT

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

Other basis for payment: An annual fee per managed portfolio not to exceed: 15 Basis Points (.0015 x Market Value) on the first 10 million, 12.5 Basis Points (.00125 x Market Value) on the next 15 million, 11.9 Basis Points (.00119 x Market Value) on the next 25 million, 9.0 Basis points (.0009 x market Value) on the next 50 million, and 8.5 Basis Points (.00085 x Market Value) over 100 Million

II. JUSTIFICATION

7. What conditions require that this work be done?

An investment manager who is experienced in the investment of collateralized mortgage obligations CMO, corporate notes, asset-backed securities ABS, and mortgage backed securities MBS, is required to invest designated longer term local governments funds. The Local Government Pooled Long term Investment Account (NVEST) was established by NRS 355.165 and is administrated by the State Treasurer.

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

The Treasurer's Office does not have the expertise and analytic reporting tools to effectively transact the above securities.

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?

Superior Investment services at an attractive cost to NVEST members

d. Last bid date: 05/13/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This contractor provided services to the State Treasurer's office from 2007 to 2011. Service was satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	10/05/2011 14:08:15 PM
Division Approval	mwinebar	10/05/2011 14:08:17 PM
Department Approval	mwinebar	10/05/2011 14:08:20 PM
Contract Manager Approval	sgreen	10/07/2011 05:48:21 AM
Budget Analyst Approval	cglover	10/07/2011 08:54:22 AM
Team Lead Approval	jmurph1	10/10/2011 15:59:04 PM
BOE Agenda Approval	jmurph1	10/10/2011 15:59:08 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: **12727**Agency Name: **TREASURER'S OFFICE**Agency Code: **050**Appropriation Unit: **1080-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: StableRiver Capital Management LLC

Contractor Name: **StableRiver Capital Management LLC**Address: **3333 Piedmont Road Ste 1500**City/State/Zip: **Atlanta , GA 30305**

Contact/Phone: Rick Nelson 404-845-7656

Vendor No.:

NV Business ID: NV20111635965

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 % paid from investment earnings in NVEST accounts

Agency Reference #: RFP 1924

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2011**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2015**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **NVEST Money Manager**

5. Purpose of contract:

This is a new contract for investment managers to be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-term Investment Account (NVEST) program.

6. NEW CONTRACT

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

Other basis for payment: An annual fee per managed portfolio not to exceed 17.5 Basis Points (.00175 x Market Value) on first 10 million, 14 Basis Points (.0014 x Market Value) on the next 40 million, 10.5 Basis Points (.00105 x Market Value) on next 50 million, 7 Basis Points (.0007 x Market Value) on remaining Balance

II. JUSTIFICATION

7. What conditions require that this work be done?

An investment manager who is experienced in the investment of collateralized mortgage obligations CMO, corporate notes, asset-backed securities ABS, and mortgage backed securities MBS is required to invest designated longer term local government funds. The Local Government Pooled Long term Investment Account (NVEST) was established by NRS 355.165, and is administered by the State Treasurer.

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

The Treasurer's Office does not have the expertise and analytic reporting tools to effectively transact the above securities.

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?

Superior investment services at an attractive cost to NVEST members

d. Last bid date: 05/13/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This contractor provided service to the State Treasurer's office from 2007 to 2011. Service was satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	10/05/2011 14:09:22 PM
Division Approval	mwinebar	10/05/2011 14:09:26 PM
Department Approval	mwinebar	10/05/2011 14:09:29 PM
Contract Manager Approval	sgreen	10/07/2011 09:37:48 AM
Budget Analyst Approval	cglover	10/07/2011 09:45:52 AM
Team Lead Approval	jmurph1	10/10/2011 16:01:21 PM
BOE Agenda Approval	jmurph1	10/10/2011 16:01:24 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12725**

Agency Name: TREASURER'S OFFICE	Legal Entity Name: Davidson Fixed Income Management Inc.
Agency Code: 050	Contractor Name: Davidson Fixed Income Management Inc.
Appropriation Unit: All Budget Accounts - Category 04	Address: 5550 SW Macadam Ave, Ste 110
Is budget authority available?: Yes	City/State/Zip: Portlan , OR 97239
If "No" please explain: Not Applicable	Contact/Phone: Diane Woodring 866-999-2374
	Vendor No.:
	NV Business ID: NV20071737587

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 % paid from investment earnings in NVEST accounts

Agency Reference #: RFP 1924

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2011**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **11/30/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **NVEST MONEY MANAGERS**

5. Purpose of contract:

This is a new contract for investment managers who will be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-term Investment Account (NVEST) program.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: An annual fee per managed portfolio not to exceed 7.0 basis points (.0007 x market value) the annual fee will be paid in quarterly installments and will be deducted from the money market funds of the vendor's assigned investment portfolio.

II. JUSTIFICATION

7. What conditions require that this work be done?

An investment manager who is experienced in the investment of collateralized mortgage obligations CMO, corporate notes, asset-backed securities ABS, and mortgage backed securities MBS is required to invest designated longer term local government funds. The Local Government Pooled Long term Investment Account (NVEST) was established by NRS 355.165, and is administered by the State Treasurer.

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

The Treasurer's Office does not have the expertise and analytic reporting tools to effectively transact the above securities.

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?

Superior investment services at an attractive cost to NVEST members

d. Last bid date: 05/13/2011 Anticipated re-bid date: 05/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This contractor provided services to the State Treasurers office from 2007 to 2011. Services were satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	10/05/2011 14:07:13 PM
Division Approval	mwinebar	10/05/2011 14:07:16 PM
Department Approval	mwinebar	10/05/2011 14:07:20 PM
Contract Manager Approval	sgreen	10/06/2011 09:47:31 AM
Budget Analyst Approval	cglover	10/06/2011 09:59:47 AM
Team Lead Approval	jmurph1	10/07/2011 10:20:58 AM
BOE Agenda Approval	jmurph1	10/07/2011 10:21:01 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: **12728**

Agency Name: **TREASURER'S OFFICE**
 Agency Code: **050**
 Appropriation Unit: **All Budget Accounts - Category 04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Main Street Capital Advisors LLC
 Contractor Name: **Main Street Capital Advisors LLC**
 Address: **6525 W. Warm Springs Rd**
 City/State/Zip: **Las Vegas , NV 89118**
 Contact/Phone: Rick Phillips 775-932-5330
 Vendor No.:
 NV Business ID: NV20041226048

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 % paid from investment earnings in NVEST accounts

Agency Reference #: RFP 1924

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2011**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/30/2015**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **NVEST MONEY MANAGERS**

5. Purpose of contract:

This is a new contract for investment managers who will be responsible for the investment of separate long term investment portfolios for local governments approved to participate in the State Treasurer's Local Government Pooled Long-Term Investment Account (NVEST) program

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,000,000.00**

Other basis for payment: An annual fee per managed portfolio not to exceed 7.0 basis points (.0007 x market value) the annual fee will be paid in quarterly installments and will be deducted from the money market funds of the vendor's assigned investment portfolio.

II. JUSTIFICATION

7. What conditions require that this work be done?

An investment manager who is experienced in the investment of collateralized mortgage obligations CMO, corporate notes, asset-backed securities ABS and mortgage backed securities MBS, is required to invest designated longer term local government funds. The Local Government Pooled Long-term Investment Accounts (NVEST) was established by NRS 355.165 and is administrated by the State Treasurer.

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

The Treasurer's Office does not have the expertise and analytic reporting tools to effectively transact the above securities.

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?

Superior investment services at an attractive cost to NVEST members

d. Last bid date: 05/13/2011 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:

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	10/05/2011 14:08:38 PM
Division Approval	mwinebar	10/05/2011 14:08:41 PM
Department Approval	mwinebar	10/05/2011 14:08:44 PM
Contract Manager Approval	sgreen	10/06/2011 09:48:40 AM
Budget Analyst Approval	cglover	10/07/2011 11:27:49 AM
Team Lead Approval	jmurph1	10/07/2011 12:50:57 PM
BOE Agenda Approval	jmurph1	10/07/2011 12:51:00 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11742	Amendment Number: 1
Agency Name: COLLEGE SAVINGS TRUST	Legal Entity Name: Pension Consulting Alliance
Agency Code: 051	Contractor Name: Pension Consulting Alliance
Appropriation Unit: 1092-04	Address: 514 NW 11th Avenue, Suite 203
Is budget authority available?: Yes	City/State/Zip: Portland, OR 97209
If "No" please explain: Not Applicable	Contact/Phone: Jeremy Thiessen 503-226-1050
	Vendor No.: T29027425
	NV Business ID: NV20101810381

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2011**
 Anticipated BOE meeting date **11/2011**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/01/2015**
 Contract term: **4 years and 1 day**

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

5. Purpose of contract:
This is the first amendment to the original contract, which provides investment services. This amendment specifies a maximum blended hourly rate of \$350 per hour for special projects not to exceed \$50,000 per year or \$200,000 for the life of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$560,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$200,000.00
4. New maximum contract amount:	\$760,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
NRS 353B designates the State Treasurer as well as the Board of Trustees to be the administrator of the College Savings Plans of Nevada. They specify the types of investments which may be purchased and the related constraints on how the College Savings Plans are to be administered. With nearly \$6 billion in assets, the Board decided it was prudent to hire an outside investment management company to help ensure investment portfolios are appropriate.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Requires specialized knowledge in the management of investments for the College Savings Plans of Nevada

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

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This vendor was selected by the College Savings Board based on the Evaluation Committee's recommendations.

d. Last bid date: 07/01/2010 Anticipated re-bid date: 07/14/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Other **Foreign Corporation.**

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	09/30/2011 13:40:23 PM
Division Approval	mwinebar	09/30/2011 13:40:27 PM
Department Approval	mwinebar	09/30/2011 13:40:31 PM
Contract Manager Approval	alaw1	09/30/2011 13:43:20 PM
Budget Analyst Approval	cglover	10/07/2011 13:14:29 PM
Team Lead Approval	jmurph1	10/10/2011 14:10:34 PM
BOE Agenda Approval	jmurph1	10/10/2011 14:10:39 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: **12702**

Agency Name: **COLLEGE SAVINGS TRUST**
Agency Code: **051**
Appropriation Unit: **1092-04**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **VECTOR MEARA TRANSIT ADV GRP**
Contractor Name: **VECTOR MEARA TRANSIT ADV GRP**
Address: **VECTOR MEDIA TRANSIT ADV
6380 S VALLEY VIEW STE 106
LAS VEGAS, NV 89118**
City/State/Zip: **LAS VEGAS, NV 89118**
Contact/Phone: null702/361-3660
Vendor No.: T29007354
NV Business ID: E0064382007-1

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Nevada College Savings 50% Prepaid Tuition 50%

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 Applicable

3. Termination Date: **03/01/2012**

Contract term: **121 days**

4. Type of contract: **Contract**

Contract description: **Marketing Services**

5. Purpose of contract:

This is a new contract to provide direct marketing of the Nevada College Savings Plans and Prepaid Tuition programs, to the Las Vegas areas on selected Regional Transportation Commission (RTC) buses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,960.00**

Payment for services will be made at the rate of \$24,960.00 per null

II. JUSTIFICATION

7. What conditions require that this work be done?

We have been asked by the Legislatures to reach out and capture more Nevada participants, and we feel this is one of many marketing efforts that will help us expand the level of understanding of the advantages of the programs we offer.

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

This is a partnership with Vector Media wherein we supply the information for the programs and they provide the marketing medium.

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 #: 110906

Approval Date: 09/15/2011

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mwinebar	10/05/2011 13:10:34 PM
Division Approval	mwinebar	10/05/2011 13:10:36 PM
Department Approval	mwinebar	10/05/2011 13:10:39 PM
Contract Manager Approval	cthurst1	10/05/2011 13:16:13 PM
Budget Analyst Approval	cglover	10/07/2011 11:25:26 AM
Team Lead Approval	jmurph1	10/07/2011 12:51:36 PM
BOE Agenda Approval	jmurph1	10/07/2011 12:51:39 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:

110906

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: *State Treasurer's Office, Acting Senior Deputy Treasurer Troy Watts, 702-486-3817, tgwatts@nevadatreasurer.gov*
- b. Vendor contact information: *Vector Media Las Vegas, Senior Account Executive Lisa Griffen Chatham, 702-361-3660, lisac@vectormedia.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: *Advertising agreement is between the State Treasurer, administrator for the Board of Trustees of the College Savings Plans of Nevada, and Vector Media Las Vegas (VMLV). This agreement includes banner advertising on select Regional Transportation Commission (RTC) buses in the Las Vegas area for a three-month period beginning December 1, 2011.*
3. Describe the unique qualification required for the service or good to be purchased: *The State can only purchase this bus advertising package through VMLV; the exclusive advertising firm contracted by the RTC in Southern Nevada.*
4. Explain why this service or good cannot be competitively bid; if an emergency purchase, please justify: *The State can only purchase this bus advertising package through VMLV, the exclusive advertising firm contracted by the RTC in Southern Nevada.*
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: *The State would lose out on a cost effective "traveling billboard" advertising opportunity to reach families in select neighborhoods in the Las Vegas area and inform them about the benefits of the Nevada College Savings Plans and Prepaid Tuition Programs.*
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. *See previous statements and attached documentation.*
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? *The Treasurer's Office negotiated with VMLV to reach a suitable agreement for services and costs. In fact, the Treasurer's Office negotiated the advertising term from two to three months at no additional cost.*

The term is from December 1, 2011 to March 1, 2012. Estimated value is \$24,960.

a. New contract Y N

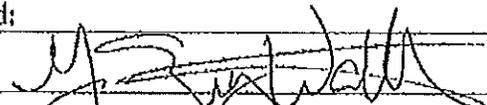
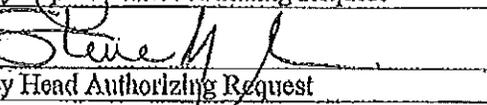
b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Novada State Treasurer's Office hereby requests approval for Vector Media Las Vegas
Requesting agency Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		9-1-11
	Agency Representative Initiating Request	Date
X		9-6-11
	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.

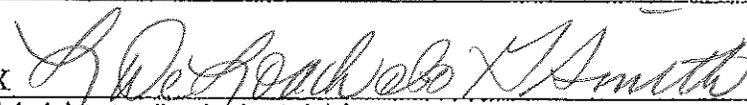
Signed:

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		9/15/11
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12622**

Agency Name:	DIVISION OF HUMAN RESOURCE MANAGEMENT	Legal Entity Name:	ComPsych Corporation
Agency Code:	070	Contractor Name:	ComPsych Corporation
Appropriation Unit:	1363-04	Address:	24 Thorn Oak
Is budget authority available?:	Yes	City/State/Zip:	Dove Canyon, CA 92679
If "No" please explain:	Not Applicable	Contact/Phone:	null949-714-4170
		Vendor No.:	pending
		NV Business ID:	NV20111571181

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 % Personnel Assessments

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: **Employee Assistance**

5. Purpose of contract:

This is a new contract to provide an external vendor model employee assistance program (EAP) service. The goal of the State of Nevada EAP is to reduce significant losses in State employee work time, productivity and effectiveness by providing employees with assistance to improve their personal and professional lives through confidential, professional assessment and counseling.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$347,429.00**

Payment for services will be made at the rate of \$0.78 per employee per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The agency needs a vendor that can provide certain levels of professional counseling and personal services to State employees. Per NRS 284.4062.

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 staff to perform these services.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

Upon thorough review and evaluation of proposals, this vendor was the highest scored proposal by the evaluation committee.

d. Last bid date: 06/14/2011 Anticipated re-bid date: 03/01/2015

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:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kaplin	09/30/2011 10:31:55 AM
Division Approval	kaplin	09/30/2011 10:31:59 AM
Department Approval	kaplin	09/30/2011 10:32:04 AM
Contract Manager Approval	kaplin	09/30/2011 10:32:09 AM
Budget Analyst Approval	nhovden	10/03/2011 10:57:57 AM
Team Lead Approval	jmurph1	10/06/2011 09:36:22 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:36:25 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: **12791**

Agency Name: ADMINISTRATION - DIRECTOR'S OFFICE	Legal Entity Name: MGT of America, Inc.
Agency Code: 080	Contractor Name: MGT of America, Inc.
Appropriation Unit: 1340-10	Address: 502 East 11th Street
Is budget authority available?: Yes	City/State/Zip: Austin, TX 78701
If "No" please explain: Not Applicable	Contact/Phone: null(512) 476-46
	Vendor No.: T81201791
	NV Business ID: NV20031499791
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 **11/08/2011**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **12/31/2013**Contract term: **2 years and 54 days**4. Type of contract: **Contract**Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract to continue services to the State of Nevada for the preparation of the FY 2013-14 Statewide Cost Allocation Plan (SWCAP) and Attorney General Cost Allocation Plan.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$80,000.00**

Payment for services will be made at the rate of \$40,000.00 per cost allocation plan

Other basis for payment: 75% of the compensation shall be due upon completion and acceptance by the state of a draft cost allocation plan and Office of the Attorney General plan. 15% upon submittal to the Division of Cost Allocation (DCA) of the United State Department of Health and Human Services of the final cost allocation plan, Office of the Attorney General plan and section II billed services document. The remaining 10% of the compensation shall be due upon receipt of the executed Negotiation Agreement from the DCA.

II. JUSTIFICATION

7. What conditions require that this work be done?

NRS 353.331

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

Time constraint and lack of specialization in this discipline9. 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 #: 110917

Approval Date: 09/30/2011

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

Prior experience with 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?

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

Several prior years, including FY 2008, 2009, 2010 and 2011 for the Budget Division. Quality of service was satisfactory.

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

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

Not Applicable

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

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	jburry	10/27/2011 08:45:01 AM
Division Approval	jburry	10/27/2011 08:45:07 AM
Department Approval	jburry	10/27/2011 08:45:11 AM
Contract Manager Approval	jburry	10/27/2011 08:45:16 AM
Budget Analyst Approval	leaston	10/27/2011 08:46:05 AM
Team Lead Approval	cwatson	10/27/2011 08:52:15 AM
BOE Agenda Approval	cwatson	10/27/2011 08:52:19 AM
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:
110917

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Department of Administration, Budget Division/Administrative Services Division, Evan Dale, Administrator, 775 684-0281, edale@admin.state.nv.us
- b. Vendor contact information: MGT of America, 502 East 11th Street, Austin, TX 78701, Mark Epstein, 512 476-4697
- 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:
Prepare section 1 and section 2 of the Statewide Cost Allocation Plan. Prepare AG Cost Allocation Plan.
3. Describe the unique qualification required for the service or good to be purchased:
Knowledge of Federal cost allocation principles, Nevada's accounting processes and systems, Nevada's history with cost allocation plans and related issues.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
Nevada currently has several open issues with the Federal Division of Cost Allocation. The recommended vendor is leading the effort to resolve those issues. The issues include detailed analysis of IT department service costs and billings and possible Federal payback for several internal service funds.
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:
Unsatisfactory resolution of open issues with the Federal Division of Cost Allocation. Substantial delay in submitting the FY '13 cost allocation plan while a new consultant is introduced to Nevada's processes and open issues with the Feds.
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.
There are other firms, but not many...perhaps three. However, no other firm could possibly be familiar with Nevada's current issues.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
The proposed price is consistent with prior consultant fees.

RECEIVED
OCT 05 2011
DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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

a. New contract Y N \$40,000 a year for preparation of the FY '13 and '14 plans.

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

Department of Administration, hereby requests approval for MGT of Americ a
Budget Division
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>Erin Daly</i>	9/26/11
Agency Representative Initiating Request	Date
X <i>[Signature]</i>	9/26/11
Agency Head Authorizing Request	Date

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

Signed:

X <i>N/A</i>	
Reviewing Agency/Entity Signature	Date

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

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

X <i>Neg Smith</i>	9-30-11
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: **12720**

Agency Name:	STATE PUBLIC WORKS DIVISION	Legal Entity Name:	PETTY & ASSOCIATES INC
Agency Code:	082	Contractor Name:	PETTY & ASSOCIATES INC
Appropriation Unit:	1535-07	Address:	1375 GREG ST 106
Is budget authority available?:	Yes	City/State/Zip:	SPARKS, NV 89431
If "No" please explain:	Not Applicable		

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 #: 7822

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: **06/30/2015**Contract term: **3 years and 242 days**4. Type of contract: **Contract**Contract description: **Arch/Eng Services**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the HVAC Renovation - Lakes Crossing, SPWD Project No. 11-M25; Contract No. 7822.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$33,000.00**

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?

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

Not Applicable

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	10/05/2011 08:55:02 AM
Division Approval	dgrimm	10/05/2011 08:55:05 AM
Department Approval	dgrimm	10/05/2011 08:55:08 AM
Contract Manager Approval	dgrimm	10/05/2011 11:57:02 AM
Budget Analyst Approval	jrodrig9	10/06/2011 17:33:14 PM
Team Lead Approval	cwatson	10/07/2011 11:36:35 AM
BOE Agenda Approval	cwatson	10/07/2011 11:36:39 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12716**Agency Name: **MOTOR POOL DIVISION**Agency Code: **084**Appropriation Unit: **1354-26**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ASSETWORKS INC**Contractor Name: **ASSETWORKS INC**Address: **STE 1215****998 OLD EAGLE SCHOOL RD**City/State/Zip: **WAYNE, PA 19087**Contact/Phone: **Joseph Keefe 720 633-3043**Vendor No.: **T29019154**NV Business ID: **NV20091046759**To what State Fiscal Year(s) will the contract be charged? **2013-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**Anticipated BOE meeting date: **10/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **-93 days**4. Type of contract: **Contract**Contract description: **software modules**

5. Purpose of contract:

This is a new contract to enhance the division's computerized fleet management system, provide vendor support in the form of onsite training, as well as licensing fees.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$49,865.00**

Other basis for payment: \$49,865.00 upon completion of services and receipt and approval of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a request to enhance the division's current computerized fleet management system. The key attributes of this project are: online reservation capabilities for our customers, customer access to motor pool accounting data, and customer access to query reports.

The enhancements will increase the division's internal reporting capabilities, enhance staff access to data and provide the division with a vehicle replacement modeling tool to assist the division in tracking vehicle life cycle cost. This request will reduce administrative reporting burden for both the division and motor pool customers.

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

The FleetFocus software is proprietary and is only available through AssetWorks.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 #: 110808

Approval Date: 08/22/2011

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

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

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Highway Patrol March 2010 thru October 2010

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

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

Not Applicable

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

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	jdagdaga	10/05/2011 07:55:13 AM
Division Approval	jdagdaga	10/05/2011 07:55:47 AM
Department Approval	jdagdaga	10/05/2011 07:55:53 AM
Contract Manager Approval	lletarti	10/05/2011 08:02:17 AM
DoIT Approval	lmuelle1	10/06/2011 07:24:05 AM
Budget Analyst Approval	jmurph1	10/10/2011 15:56:09 PM
Team Lead Approval	jmurph1	10/10/2011 15:56:13 PM
BOE Agenda Approval	jmurph1	10/10/2011 15:56:16 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:

110908

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Nevada State Motor Pool
Keith Wells, Administrator 684-1883 KDWells@motorpool.nv.gov
- b. Vendor contact information:
AssetWorks, Inc.
998 Old Eagle School Rd Ste 1215
Wayne, PA 19087
Joseph Keefe Phone:720 633-3043
- 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 Motor Pool currently owns FleetFocus Asset and Maintenance Management software, a software suite that is used to manage our fleet. The Motor Pool wants to purchase additional modules to enhance the current platform. The purpose of this contract is to purchase the additional modules and engage AssetWorks Inc. to assist Motor Pool by providing professional services including software upgrade of additional modules to FleetFocus, implementation services, and training.
3. Describe the unique qualification required for the service or good to be purchased:
 - The FleetFocus software is proprietary and is only available through AssetWorks.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
 - AssetWorks is the only company that produces the software enhancements for their existing fleet program. The application is proprietary.
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:
 - Only AssetWorks, Inc. would bid as the software is proprietary.
6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
 - The software is proprietary. AssetWorks, Inc. does not subcontract any work.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
 - We are familiar with this company and the rates they are charging are consistent with what our agency and other agencies have paid in the past.

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

- \$49,865.00 11 months August 2011 to June 2012

a. New contract Y N

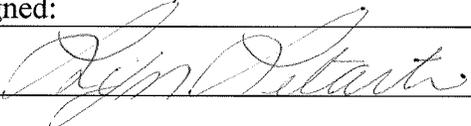
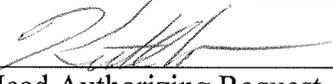
b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Nevada State Motor Pool hereby requests approval for AssetWorks, 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		8-17-11
	Agency Representative Initiating Request	Date
X		8-17-11
	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 	8.22-11
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: **12691**

Agency Name:	COMM ON ECONOMIC DEVELOPMENT	Legal Entity Name:	BOARD OF REGENTS-NVIE
Agency Code:	102	Contractor Name:	BOARD OF REGENTS-NVIE
Appropriation Unit:	1526-19	Address:	800 Haskell Street, Ste 217
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89509
If "No" please explain:	Not Applicable	Contact/Phone:	null775/784-1935
		Vendor No.:	D35000809
		NV Business ID:	Governmental Entity
To what State Fiscal Year(s) will the contract be charged?	2012		

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

General Funds	0.00 %	Fees	0.00 %	
Federal Funds	0.00 %	Bonds	0.00 %	
Highway Funds	0.00 %	X Other funding	100.00 %	Dept of Employment, Training & Rehab (State Career Enhancement Prg Funds)

Agency Reference #: 102

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: **06/30/2012**Contract term: **242 days**4. Type of contract: **Interlocal Agreement**Contract description: **Train NV Businesses**

5. Purpose of contract:

This is a new interlocal agreement to provide training for employees of Nevada businesses that have been approved by the Governor's Office of Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Invoiced based on number of employees trained, training received and length of training.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231.068 grants for programs for occupational education; accounting of money appropriated for awarding grants.

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

GOED does not employ staff whose responsibilities are to provide training, only to connect workers to training opportunities.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal contract

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

No 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

Interlocal Agreement

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	mstenger	09/26/2011 12:32:16 PM
Division Approval	mstenger	09/26/2011 12:32:24 PM
Department Approval	mstenger	09/26/2011 12:32:42 PM
Contract Manager Approval	mstenger	10/05/2011 12:39:40 PM
Budget Analyst Approval	jrodrig9	10/06/2011 17:29:38 PM
Team Lead Approval	cwatson	10/07/2011 11:33:36 AM
BOE Agenda Approval	cwatson	10/07/2011 11:33:39 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: **12690**

Agency Name: COMM ON ECONOMIC DEVELOPMENT	Legal Entity Name: BOARD OF REGENTS-TMCC
Agency Code: 102	Contractor Name: BOARD OF REGENTS-TMCC
Appropriation Unit: 1526-19	Address: TMCC CONTROLLERS OFFICE 7000 DANDINI BLVD, Sier 202D
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512
If "No" please explain: Not Applicable	Contact/Phone: null775/673-7013
	Vendor No.: D35000812
	NV Business ID: Governmental Entity

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Dept of Employment, Training & Rehab (State Career Enhancement Prg Funds)

Agency Reference #: 102

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 Applicable

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

Contract term: **242 days**

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

Contract description: **Train NV Businesses**

5. Purpose of contract:

This is a new interlocal agreement to provide training for employees of Nevada businesses that have been approved by the Governor's Office of Economic Development.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$500,000.00**

Other basis for payment: Invoiced based on numbr of employees trained, training received and length of training.

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231.068 grants for programs for occupational education; accounting of money appropriated for awarding grants.

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

GOED does not employ staff whose responsibilities are to provide training, only to connect workers to training opportunities.

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

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal contract

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

d. Is the contractor employed by any of Nevada's political subdivisions or 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	mstenger	09/26/2011 12:19:54 PM
Division Approval	mstenger	09/26/2011 12:19:58 PM
Department Approval	mstenger	09/26/2011 12:20:03 PM
Contract Manager Approval	mstenger	10/05/2011 12:40:50 PM
Budget Analyst Approval	jrodrig9	10/06/2011 17:31:51 PM
Team Lead Approval	cwatson	10/07/2011 11:35:05 AM
BOE Agenda Approval	cwatson	10/07/2011 11:35:09 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12672**

Agency Name: COMM ON ECONOMIC DEVELOPMENT	Legal Entity Name: BOARD OF REGENTS-UNLV
Agency Code: 102	Contractor Name: BOARD OF REGENTS-UNLV
Appropriation Unit: 1526-16	Address: UNLV OFFICE OF CONTROLLER 4505 MARYLAND PKWY MS 1005
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89154-1005
If "No" please explain: Not Applicable	Contact/Phone: Lawrence Vierna 702/895-1142
	Vendor No.: D35000813
	NV Business ID: Governmental Entity

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

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

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 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **242 days**

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

Contract description: **Training & Counseling**

5. Purpose of contract:

This is a new cooperative agreement to provide counseling, training, literature, environmental and safety services to businesses and individuals wishing to start a business or improve an existing business within the North Las Vegas area and the Special Impact Zone.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$20,754.00**

Payment for services will be made at the rate of \$5,188.50 per Quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Chapter 231 of NRS

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

Cooperative Agreement between Public Agencies

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

[Empty box]

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

Yes If "Yes", please explain

UNLV

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

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

NCED Cooperative Agreement

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

[Empty box]

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	mstenger	09/14/2011 16:08:07 PM
Division Approval	mstenger	09/14/2011 16:08:10 PM
Department Approval	mstenger	09/14/2011 16:08:13 PM
Contract Manager Approval	mstenger	09/14/2011 16:08:21 PM
Budget Analyst Approval	jrodrig9	09/25/2011 15:37:07 PM
Team Lead Approval	cwatson	10/07/2011 11:28:26 AM
BOE Agenda Approval	cwatson	10/07/2011 11:28:30 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12715**

Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: Naval Facilities Engineering Command Southwest
Agency Code: 180	Contractor Name: Naval Facilities Engineering Command Southwest
Appropriation Unit: 1388-00	Address: 1220 Pacific Highway
Is budget authority available?: Yes	City/State/Zip: San Diego, CA 92132
If "No" please explain: Not Applicable	Contact/Phone: Lindsey Green 619-532-3027
	Vendor No.:
	NV Business ID: Not Applicable

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

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

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

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 11/2012

Retroactive? **Yes**

If "Yes", please explain

To ensure continous public safety communications remain uninterrupted between the expiration date of the last contract (6/30/2011) and the start date of the new contract (7/1/2011).

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

Contract term: **1 year**

4. Type of contract: **Revenue Contract**

Contract description: **Rack space rental**

5. Purpose of contract:

This is a new revenue contract with the Navy for rack space at Austin Peak in Lander County

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$12,926.83**

Other basis for payment: FY12, 7 x 1846.69 = \$12,926.83

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 Navy has been under a revenue contract with EITS (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	capple	10/04/2011 13:59:31 PM
Division Approval	capple	10/04/2011 13:59:34 PM
Department Approval	capple	10/04/2011 13:59:49 PM
Contract Manager Approval	bbohm	10/04/2011 15:32:40 PM
Budget Analyst Approval	jmurph1	10/05/2011 13:54:03 PM
Team Lead Approval	jmurph1	10/05/2011 13:54:07 PM
BOE Agenda Approval	jmurph1	10/05/2011 13:54:11 PM
BOE Final Approval	Pending	

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

David Gustafson
Chief Information Officer

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Enterprise I.T. Services Division

100 N. Stewart Street, Suite 100 | Carson City, NV 89701
Phone: (775) 684-5800

October 7, 2011

MEMORANDUM

To: Janet Murphy

From: Ben Bohm
Enterprise Information Technology Services, Communications Contract
Manager

Purpose: **to request the BOE retroactively approve the attached Intrastate Interlocal License with the Naval Facilities Engineering Command Southwest**

The attached Revenue Intrastate Interlocal License has been submitted for the BOE's approval. Due to the expiration date of the past contract (June 30, 2011) and the necessity of having continuous coverage to ensure the effective date of this contract is met and public communications are not interrupted, 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: **10293** Amendment Number: **1**

Agency Name: **OFFICE OF VETERAN'S SERVICES** Legal Entity Name: **Robert J. Lynn**

Agency Code: **240** Contractor Name: **Robert J. Lynn**

Appropriation Unit: **2561-04** Address: **1620 Cloud Dance Court**

Is budget authority available?: **Yes** City/State/Zip: **North Las Vegas, NV 89031**

If "No" please explain: **Not Applicable** Contact/Phone: **Robert J. Lynn 702-399-6479**

Vendor No.: **T27011968**

NV Business ID: **NV20001396722**

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 % 50% private and 50% Federal funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2009**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **11/30/2011**

Contract term: **4 years and 21 days**

4. Type of contract: **Contract**

Contract description: **Nurse Practitioner**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Nurse Practitioner services to the Nevada State Veterans Home. This amendment extends the termination date from November 30, 2011 to November 30, 2013, and increases the maximum amount from \$110,000 to \$213,000 due to the extension for 2 more years. It also makes a minor change to the scope of work to include: the requirement to review facility "24 Hour Report" each morning upon arrival at the facility; and the requirement to work specific hours each week with total weekly hours on site to equal 24 hours.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$110,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$103,000.00
4. New maximum contract amount:	\$213,000.00
and/or the termination date of the original contract has changed to:	11/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 449.74521(1) A facility for skilled nursing shall employ full time, part time, or as consultants such health care professionals as are necessary to provide adequate care for each patient in the facility and to carry out the provisions of NAC 449.774 to NCA 449.74549, inclusive.

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

No State agencies or employees are available to provide a nurse practitioner to this facility.

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?

Previous work with NSVH; experience in geriatrics.

d. Last bid date: 09/01/2009 Anticipated re-bid date: 09/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Contractor was employed under contract as a Nurse Practitioner at NSVH since 2005. All work has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jpalme5	10/04/2011 11:39:51 AM
Division Approval	jpalme5	10/04/2011 11:39:55 AM
Department Approval	jpalme5	10/04/2011 11:40:00 AM
Contract Manager Approval	mnobles	10/07/2011 14:16:13 PM
Budget Analyst Approval	jrodrig9	10/07/2011 14:23:20 PM
Team Lead Approval	cwatson	10/10/2011 13:32:47 PM
BOE Agenda Approval	cwatson	10/10/2011 13:32:51 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: **CONV4943** Amendment Number: **4**

Agency Name: **DEPARTMENT OF EDUCATION** Legal Entity Name: **Ann Alexander /Alexander & Associates**

Agency Code: **300** Contractor Name: **Ann Alexander /Alexander & Associates**

Appropriation Unit: **2715-14** Address: **845 W Robinson St**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89703**

If "No" please explain: **Not Applicable** Contact/Phone: **Ann Alexander 7758415250**

Vendor No.: **T27018593**

NV Business ID: **NV20001428414**

To what State Fiscal Year(s) will the contract be charged? **2008-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/09/2007**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years and 266 days**

4. Type of contract: **Contract**

Contract description: **Consulting Services**

5. Purpose of contract:

This is the fourth amendment to the original contract, which will assist with the development and submission of the State Performance Plans and Annual Performance Reports in accordance with the federal law. This amendment increases the amount of the contract from \$365,520 to \$449,040 due to a time extension from October 31, 2011 to June 30, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$86,520.00
2. Total amount of any previous contract amendments:	\$279,000.00
3. Amount of current contract amendment:	\$83,520.00
4. New maximum contract amount:	\$449,040.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal law requires the development and submission of State Performance Plans and Annual Performance Reports to report the state's status in the implementation of the individuals with Disabilities Education Act.

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

This scope of work and the qualifications requires specialized expertise that cannot be met within the agency or another state agency.

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

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

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

Not Applicable

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

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

Ann M. Alexander, PhD., J.D. was chosen as the best solution by the evaluation committee based on pre-determined evaluation criteria. The agency verify the vendor has a Nevada business license and is in good standing in all areas of the Secretary of state's business requirements.

d. Last bid date: Anticipated re-bid date: 02/01/2012

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:

1986 - 1990, Nevada Department of Human Resources, Early Intervention Services
2007 - 2011, Nevada Department of Education, quality of service has been verified as satisfactory

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	10/10/2011 11:32:56 AM
Division Approval	amccalla	10/10/2011 11:33:00 AM
Department Approval	amccalla	10/10/2011 11:33:06 AM
Contract Manager Approval	ebarraga	10/10/2011 11:38:39 AM
Budget Analyst Approval	sbrown	10/12/2011 08:23:40 AM
Team Lead Approval	jmurph1	10/13/2011 07:59:23 AM
BOE Agenda Approval	jmurph1	10/13/2011 07:59:29 AM



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:
111001

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Nevada Department of Education
Rorie Fitzpatrick, Director of Special Education, ESEA & School Improvement Programs
700 E. Fifth Street, Carson City, NV 89701-5096
775-687-9171
rfitzpatrick@doe.nv.gov

- b. Vendor contact information:

Ann M. Alexander, Pd.D., J.D.
Alexander & Associates Inc.
845 W. Robinson St.
Carson City, NV 89703
amtm@aol.com
775-841-5250

- 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 Individuals with Disabilities Education Act (IDEA) required that the Nevada Department of Education (NDE) develop a six-year State Performance Plan (SPP) to improve the results for students with disabilities as measured by key performance indicators and legal compliance indicators (see 34 CFR 300.601). The SPP must be modified and updated on an annual basis in accordance with revised instructions issued by the U.S. Department of Education (USDOE). The plan provides extensive descriptions of Nevada's systems for providing services to students with disabilities, as well as the NDE's systems for providing general supervision over the local school districts' implementation of the IDEA. This plan is required to be modified every year in order to stay current and be approved every year by the USDOE.

In addition, the IDEA requires that the NDE submit an Annual Performance Report (APR) to analyze and report data to the U.S. Department of Education to describe progress Nevada is making toward its performance and compliance targets (see 34 CFR 300.602).

Both the State Performance Plan and the Annual Performance Reports must be made available to the public through posting on the NDE website. Annual Performance Reports must also be prepared for each

local school district to report on the extent to which each district is meeting the state performance and compliance targets established in the State Performance Plans. These reports must be available to the public through posting on the NDE website.

Beginning in 2007, and with each Annual Performance Report thereafter, IDEA requires the U.S. Department of Education analyze the state's performance and make a determination about the state's status in implementing the requirements and purposes of the IDEA (see 34 CFR 300.603). Determinations are made from the following categories: (1) meets requirements; (2) needs assistance; (3) needs intervention; (4) needs substantial intervention. Based on each school district's Annual Performance Report, the NDE must make determinations about each district's status in implementing the requirements and purposes of the IDEA.

If the state is found not to meet requirements, various enforcement actions must be taken, depending upon the extent of the state's failure to meet requirements (see 34 CFR 300.604). These enforcement actions include:

- advising the state of available sources of technical assistance
- directing the use of state-level funds to areas in which the state needs assistance
- identifying the state as a "high-risk grantee" and imposing "special conditions" on the state's Part B grant under IDEA-2004
- requiring development of corrective action plans
- requiring the state to enter into a compliance agreement
- withholding federal funds
- seeking to recover funds already paid to the state
- referring the matter for enforcement action, which may include referral to the Office of the Inspector General at the Department of Education and/or the Department of Justice

Nevada currently receives more than \$60 million annually in federal special education funds; and these funds may be jeopardized if the state cannot demonstrate that it meets the IDEA requirements. Consequently, the annual preparation/revision of the SPP revisions, in addition to the preparation of the Annual Performance Report are tasks which require a high level of expertise in the legal requirements contained within IDEA, as well as detailed knowledge about Nevada's systems both at the state and at local levels for complying with federal law. The failure to understand both the law and the systems for implementing the law could result in submissions to the U.S. Department of Education which do not adequately reflect the work of the state, and may result in a "determination" which understates the state's accomplishments. Even more critically, Annual Performance Reports which understate the state's accomplishments can result in enforcement actions that jeopardize significant federal funding for special education in Nevada.

The contractor would perform the following functions:

1. Analyze each of the 20 federal performance indicators against the measurements and definitions prescribed by the federal Office of Special Education Programs (OSEP) to determine whether changes must be made to data collection and analysis strategies
2. If data collection changes must be made in response to measurement or definition changes, design strategies to revise applicable data components and provide training to local school districts
3. If changes to measurements or definitions are made, reanalyze previously reported data to clarify possible misinterpretation of trend data
4. For each of the 20 performance indicators, determine related legal requirements contained in the IDEA (each indicator may have up to 20 IDEA requirements associated with improving the state's performance)
5. Implement a system for collecting, analyzing, and reporting each school district's compliance

- with related legal requirements that are associated with each performance indicator, and annually design enhancements to the system to remain in compliance with changes in federal requirements
6. Implement a system for identifying each school district's noncompliance with related legal requirements that are associated with each performance indicator and for ensuring that all noncompliance is demonstrably corrected within one year of identification (an OSEP requirement), and annually design enhancements to the system to remain in compliance with changes in federal requirements
 7. Prepare annual revision and update to the State Performance Plan, in response to changing federal requirements as well as modification of school district and NDE policies, procedures, and practices
 8. Implement protocols for NDE use in reviewing SPP changes with stakeholder groups and establishing targets for "new" indicators (e.g., State Special Education Directors, State Special Education Advisory Committee)
 9. Prepare Annual Performance Report, reporting district-level data against statewide targets
 10. Analyze progress or slippage in the state's performance against targets and provide detailed descriptions of factors influencing the state's performance
 11. Revise and expand statewide improvement strategies designed to assist the state in meeting targets
 12. Prepare Annual Performance Reports for each school district
 13. Use established protocol to make determinations about each school district's status in implementing the requirements of IDEA
 14. Coordinate OSEP SPP/APR verification activities, to include on-site reviews of general supervision system (e.g., dispute resolution systems, fiscal accountability, NRS and NAC compatibility with IDEA and 2006 implementing regulations), stakeholder input, development and implementation of any necessary corrective action plans.

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

This contractor will provide a combination of data and legal analysis necessary for the annual development, review, and revision of the Nevada's special education State Performance Plan and Annual Performance Report. The contractor must possess in-depth expertise in special education law as contained in the federal IDEA (and implementing federal regulations), as well as in Nevada's Revised Statutes and Chapter 388 of the Nevada Administrative Code. In addition, the contractor must have experience at the state level in collecting, analyzing, and reporting performance data, analyzing trends over time, and understanding the ways in which changes in definitions and measurements have led to less than compatible data from year to year. The contractor must understand how the NDE has accomplished its general supervision responsibilities (dispute resolution systems, fiscal management, etc.) over time, and how systems have been developed in the past, and how systems can be revised in the future to ensure that the NDE meets its obligations under IDEA. Finally, this contractor must understand data collection and analysis procedures at the local school district level, and must also understand how local school districts develop (and revise) policies, procedures, and practices for ensuring compliance with special education requirements.

Additional specific qualifications required or preferred:

1. Must possess a master's degree; Ph.D. in education and/or law degree preferred
2. Must possess knowledge of and demonstrated understanding of statutes and regulations pertaining to each special education requirement contained in federal and Nevada state law
3. Must have at least 5 years of experience developing, implementing, and evaluating statewide systems for ensuring compliance with special education federal and Nevada state law

4. Must have at least 5 years of experience developing policies and procedures at the local school district for ensuring compliance with special education federal and Nevada state law
5. Must have at least 5 years of experience working with statewide stakeholder groups (including parent training/information centers, advocacy groups, university faculty, and other state agency representatives)

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

The contractor who has completed this work has a highly specialized set of skills that qualify her for this work. That said, the NDE has worked with the Budget office to determine that this contract and another contract that expires in June 2012 should be combined into one contract, and sent out to competitive bid through an RFP process. In the meantime, it makes sense to amend this existing contract through June 2012 so that the work does not slip during the RPD process. The proposed contractor is the one individual who possesses the full complement of knowledge and experience to complete the work: knowledge of state and federal special education law; experience in developing, implementing, and evaluating statewide systems for special education administration; and experience in developing legally-compliant special education policies and procedures in Nevada's school districts.

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:

Because the state's federal funds for special education are jeopardized if timely and accurate Plans and Reports are not submitted, it is critical that this work be competently completed by an individual who can perform on a very short annual timeline with minimal supervision by the NDE. Instructions from the U.S. Department of Education and data from the local school districts do not become available until mid-fall each school year, and the State Performance Plan and Annual Performance Reports are due annually on February 1. OSEP's annual determination of Nevada's status in implementing the requirements of IDEA-2004 is based entirely on the state's timely and accurate submission of the State Performance Plan and the Annual Performance Report. Without access to the high level of expertise possessed by the contractor, the state will be subject to future determinations that do not accurately reflect the state's status in implementing IDEA-2004, and the Nevada Department of Education could be subject to enforcement sanctions ranging from directing the use of, withholding, or recovering federal funds; referral to the Office of the Inspector General; and/or referral to the Department of Justice.

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.

The community of individuals with expertise in both federal and state special education law is extremely limited. These individuals are known to the Nevada Department of Education. To ensure that there were not other potential contractors with similar qualifications and expertise, the Department consulted with attorneys who have special education legal expertise, and those individuals stated that the contractor is the only vendor who possesses experience in Nevada state-level special education administration and experience in Nevada school-district-level policy and procedure development, as well as the state and federal special education legal expertise, to complete the work.

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

Through the NDE's work with other attorneys in its due process hearing system, the NDE is aware of the prevailing rates charged by attorneys with expertise in special education matters. The rate to be charged by Dr. Alexander (\$160/HR) is less than the rate charged by attorneys who are hearing officers, and is

quite competitive.

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

The estimated value of the contract will be approximately \$83,520.00 for an 8-month term. The contract will specify an hourly rate of \$160.00 per hour for a total of 522 hours of service.

a. New contract Y N

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

Nevada Department of Education
Requesting agency

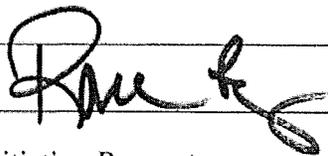
hereby requests approval for

Ann M. Alexander, Ph.D., J.D.
Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		10/3/11
Agency Representative Initiating Request		Date
X		10/3/11
Agency Head Authorizing Request	Superintendent	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 	10-3-11
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: 10275	Amendment Number: 2
Agency Name: AGING SERVICES DIVISION	Legal Entity Name: ADDUS HEALTHCARE INC DBA
Agency Code: 402	Contractor Name: ADDUS HEALTHCARE INC DBA
Appropriation Unit: 3146-28	Address: SILVER STATE PERSONAL CARE
Is budget authority available?: Yes	1800 E SAHARA AVE STE 106
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89104-3732
	Contact/Phone: Patti King-George 702/598-2048
	Vendor No.: T27021728E
	NV Business ID: NV20071379177

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.

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 **02/01/2010**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **01/31/2014**

Contract term: **4 years**

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

Contract description: **Service Agreement**

5. Purpose of contract:

This is the second amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$100,000.00 to \$351,340.00 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients. ADSD is planning to transition provider contracts to Provider Agreements. The additional funding should be adequate to continue services without interruption until the transition takes place.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$100,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$248,640.00
4. New maximum contract amount:	\$348,640.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In June 2011 ADSD amended provider contracts to include the PAS program for qualified, interested providers. The PAS program allows ADSD's disabled clients to remain in their own homes or communities of their choice and avoid more costly and unnecessary institutional care.

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

ADSD does not maintain personal assistance caregivers on staff.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

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

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

The Aging and Disability Services Division will contract with all providers that are properly certified and licensed, meet all qualifications, and will agree to provide services at or below the Aging and Disability Services Division authorized rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

FY09-10, Aging and Disability Services Division. The services provided by this agency 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	Igoulart	10/11/2011 08:00:09 AM
Division Approval	Igoulart	10/11/2011 08:00:22 AM
Department Approval	bvale1	10/12/2011 10:47:02 AM
Contract Manager Approval	mreynol2	10/12/2011 11:40:16 AM
Budget Analyst Approval	nhovden	10/13/2011 11:05:37 AM
Team Lead Approval	jmurph1	10/17/2011 09:53:09 AM
BOE Agenda Approval	jmurph1	10/17/2011 09:53:12 AM



BRIAN SANDOVAL GOVERNOR

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

Purchasing Use Only: # 070517 A

Amendment 1

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:

Aging and Disability Services Division
Vickie Puccinelli, Social Services Program Specialist 3
775-687-4210 ext 256
vkpuccinelli@adsd.nv.gov

- b. Vendor contact information:

Tamaal Rodgers
Addus Health Care DBA: Silver State - Pahrump
1800 E. Sahara Ave., Suite #106
Las Vegas, NV 89107
847-303-5300

- c. Type of waiver requested: [] Sole or single source [X] Professional Service Exemption

- 2. Description of work/services to be performed or commodity/good to be purchased:

Providers will provide supportive in-home services to recipients of the Personal Assistance Services (PAS) program, for people with disabilities. These services may include, but are not limited to, bathing, toileting, eating, use of prostheses and other medical equipment.

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

Provider must be a Medicaid provider, equipped to provide supportive in-home services to Personal Assistance Services (PAS) program recipients. Provider's staff must be physically able and have experience or training in providing the personal care needs of individuals with disabling conditions.

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

In July of 2009 the Division of Aging Services (DAS) and the Office of Disability Services (ODS) were combined to create the Aging and Disability Services Division (ADSD). ADSD currently contracts with 28 providers statewide to provide in-home care services for the

Community Service Options Program for the Elderly (COPE). Saint Mary's has been the PAS, sole source provider agency for the past 8 years, funded by an annual grant. In March Saint Mary's indicated their intent to discontinue their participation in the PAS program effective June 18, 2011. It is ADSD's intent to combine services for both COPE and PAS programs with same providers. To allow for a smooth transition with no loss of services for the PAS clients statewide, ADSD would like to amend current COPE contracts, to provide PAS services, which will allow for ADSD to begin the RFQ process going forward.

This waiver will not take the place of an RFQ going forward for any new provider contracts, or any current contracts that naturally terminate.

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:

One of Nevada's most vulnerable populations, persons with physical disabilities, would have less access to in-home care services which allow them to remain in the communities of their choice and avoid more costly and unnecessary institutional care.

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.

There is an on-going need for these services and the Division is funded to provide these services, utilizing multiple contracts/providers.

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

The reimbursement rate for PAS will be the Medicaid reimbursement rate for Personal Care Services (PCS). Providers must be willing to provide these services at the established Medicaid rate.

8. What is the estimated value and length of the contract, amendment or request?
There is no dollar amount tied to this amendment.

a. New contract Y N

b. Amendment Y N Amendment No. 1
{provide copy of previous waiver(s)}

**Aging and Disability Services
Division**

hereby requests approval
for

**Addus Health Care
DBA: Silver State - Pahrump**

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>Jim Pucciselli</i>	4/21/11
	Agency Representative Initiating Request	Date
X	<i>Grant Jahn</i>	4/21/11
	Agency Head Authorizing Request	Date

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

Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Shannon Berry</i> <i>ceo</i>	4/22/2011
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: CONV5569	Amendment Number: 3
Agency Name: AGING SERVICES DIVISION	Legal Entity Name: WWB, INC
Agency Code: 402	Contractor Name: WWB, INC
Appropriation Unit: 3146-28	Address: 2880 E FLAMINGO RD # C
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89121
If "No" please explain: Not Applicable	Contact/Phone: null7025623355
	Vendor No.: T27002427
	NV Business ID: NV20021388559

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.

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 **06/01/2008**
Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **05/31/2012**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Health Related Services**

5. Purpose of contract:

This is the third amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$150,000.00 to \$391,335.00 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$150,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$241,335.00
4. New maximum contract amount:	\$391,335.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In June 2011 ADSD amended provider contracts to include the PAS program for qualified, interested providers. The PAS program allows ADSD's disabled clients to remain in their own homes or communities of their choice and avoid more costly and unnecessary institutional care.

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

ADSD does not maintain personal assistance caregivers on staff.

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?

ADSD contracts with all providers that are properly certified, and licensed, meet all qualifications and will agree to provide services at the Division's authorized rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

SFY 03, Aging and Disability Services Division. Services provided by this agency 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	Igoulart	10/11/2011 07:58:23 AM
Division Approval	Igoulart	10/11/2011 07:58:44 AM
Department Approval	bvale1	10/12/2011 10:46:35 AM
Contract Manager Approval	mreynol2	10/12/2011 11:38:26 AM
Budget Analyst Approval	nhovden	10/14/2011 11:20:31 AM
Team Lead Approval	jmurph1	10/17/2011 09:51:42 AM
BOE Agenda Approval	jmurph1	10/17/2011 09:51:46 AM



BRIAN SANDOVAL GOVERNOR

STATE OF NEVADA DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

515 East Musser Street, Suite 300 Carson City, Nevada 89701 Phone (775) 684-0170 • Fax (775) 684-0188

Purchasing Use Only: # 070517 B

Amendment 2

ANDREW K. CLINGER Director

GREG SMITH Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Aging and Disability Services Division Vickie Puccinelli, Social Services Program Specialist 3 775-687-4210 ext 256 vkpuccinelli@adsd.nv.gov

- b. Vendor contact information:

Edgar Jimenez WWB, Inc DBA: Advanced Home Health Care 2860 E Flamingo Road, Suite C Las Vegas, NV 89121 702-273-6658

- c. Type of waiver requested: [] Sole or single source [X] Professional Service Exemption

- 2. Description of work/services to be performed or commodity/good to be purchased:

Providers will provide supportive in-home services to recipients of the Personal Assistance Services (PAS) program, for people with disabilities. These services may include, but are not limited to, bathing, toileting, eating, use of prostheses and other medical equipment.

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

Provider must be a Medicaid provider, equipped to provide supportive in-home services to Personal Assistance Services (PAS) program recipients. Provider's staff must be physically able and have experience or training in providing the personal care needs of individuals with disabling conditions.

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

In July of 2009 the Division of Aging Services (DAS) and the Office of Disability Services (ODS) were combined to create the Aging and Disability Services Division (ADSD). ADSD currently contracts with 28 providers statewide to provide in-home care services for the

Community Service Options Program for the Elderly (COPE). Saint Mary's has been the PAS, sole source provider agency for the past 8 years, funded by an annual grant. In March Saint Mary's indicated their intent to discontinue their participation in the PAS program effective June 18, 2011. It is ADSD's intent to combine services for both COPE and PAS programs with same providers. To allow for a smooth transition with no loss of services for the PAS clients statewide, ADSD would like to amend current COPE contracts, to provide PAS services, which will allow for ADSD to begin the RFQ process going forward.

This waiver will not take the place of an RFQ going forward for any new provider contracts, or any current contracts that naturally terminate.

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:

One of Nevada's most vulnerable populations, persons with physical disabilities, would have less access to in-home care services which allow them to remain in the communities of their choice and avoid more costly and unnecessary institutional care.

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.

There is an on-going need for these services and the Division is funded to provide these services, utilizing multiple contracts/providers.

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

The reimbursement rate for PAS will be the Medicaid reimbursement rate for Personal Care Services (PCS). Providers must be willing to provide these services at the established Medicaid rate.

8. What is the estimated value and length of the contract, amendment or request?
There is no dollar amount tied to this amendment.

a. New contract Y N

b. Amendment Y N Amendment No. 2
{provide copy of previous waiver(s)}

**Aging and Disability Services
Division**

hereby requests approval
for

**WWB, Inc
DBA: Advanced Home Health
Care**

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>Jim Pura</i>	4/21/11
	Agency Representative Initiating Request	Date
X	<i>Carol Gale</i>	4/21/11
	Agency Head Authorizing Request	Date

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

Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Shannon Berry</i> oes	4/22/2011
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **10459** Amendment Number: **2**

Agency Name: **AGING SERVICES DIVISION** Legal Entity Name: **ADDUS HEALTHCARE INC DBA**

Agency Code: **402** Contractor Name: **ADDUS HEALTHCARE INC DBA**

Appropriation Unit: **All Budget Accounts - Category 28** Address: **SU CASA PERSONAL CARE**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89102-2253**

If "No" please explain: Not Applicable Contact/Phone: **null702/598-2048**

Vendor No.: **T27021728D**

NV Business ID: **NV210071379177**

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.

<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 **03/01/2010**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **02/28/2014**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is the second amendment to the original contract which provides in-home care services for elderly clients of the Aging and Disability Services Division (ADSD) Community Services Options Program for the Elderly (COPE) and homemaker services to clients of the Title XX Homemaker Program, allowing them to remain independent in a community setting in lieu of institutionalization. This amendment increases the maximum amount from \$100,000.00 to \$351,340.00 due to a new program added to the contract June 2011, the Personal Assistance Program (PAS), providing personal assistance services to disabled clients. ADSD is planning to transition provider contracts to Provider Agreements. The additional funding should be adequate to continue services without interruption until the transition takes place.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$100,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$251,340.00
4.	New maximum contract amount:	\$351,340.00

II. JUSTIFICATION

7. What conditions require that this work be done?

In June 2011 ADSD amended provider contracts to include the PAS program for qualified, interested providers. The PAS program allows ADSD's disabled clients to remain in their own homes or communities of their choice and avoid more costly and unnecessary institutional care.

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

ADSD does not maintain personal assistance caregivers on staff.

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

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

Not Applicable

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

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

The Aging and Disability Services Division will contract with all providers that are properly certified and licensed, meet all qualifications, and will agree to provide services at or below the Aging and Disability Services Division authorized rates.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

FY09, Aging and Disability Services Division, services provided by this agency 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	lgoulart	10/11/2011 08:02:49 AM
Division Approval	lgoulart	10/11/2011 08:02:54 AM
Department Approval	bvale1	10/12/2011 10:47:22 AM
Contract Manager Approval	mreynol2	10/12/2011 11:41:33 AM
Budget Analyst Approval	nhovden	10/13/2011 10:54:00 AM
Team Lead Approval	jmurph1	10/17/2011 09:49:51 AM
BOE Agenda Approval	jmurph1	10/17/2011 09:49:55 AM



BRIAN SANDOVAL GOVERNOR

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

Purchasing Use Only: # 070517 A

Amendment 1
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:

Aging and Disability Services Division
Vickie Puccinelli, Social Services Program Specialist 3
775-687-4210 ext 256
vkpuccinelli@adsd.nv.gov

- b. Vendor contact information:

Tamaal Rodgers
Addus Health Care DBA Su Casa Personal Care
2140 West Charleston Blvd, Suite B
Las Vegas, NV 89102
847-303-5300

- c. Type of waiver requested: [] Sole or single source [X] Professional Service Exemption

- 2. Description of work/services to be performed or commodity/good to be purchased:

Providers will provide supportive in-home services to recipients of the Personal Assistance Services (PAS) program, for people with disabilities. These services may include, but are not limited to, bathing, toileting, eating, use of prostheses and other medical equipment.

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

Provider must be a Medicaid provider, equipped to provide supportive in-home services to Personal Assistance Services (PAS) program recipients. Provider's staff must be physically able and have experience or training in providing the personal care needs of individuals with disabling conditions.

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

In July of 2009 the Division of Aging Services (DAS) and the Office of Disability Services (ODS) were combined to create the Aging and Disability Services Division (ADSD). ADSD currently contracts with 28 providers statewide to provide in-home care services for the

Community Service Options Program for the Elderly (COPE). Saint Mary's has been the PAS, sole source provider agency for the past 8 years, funded by an annual grant. In March Saint Mary's indicated their intent to discontinue their participation in the PAS program effective June 18, 2011. It is ADSD's intent to combine services for both COPE and PAS programs with same providers. To allow for a smooth transition with no loss of services for the PAS clients statewide, ADSD would like to amend current COPE contracts, to provide PAS services, which will allow for ADSD to begin the RFQ process going forward.

This waiver will not take the place of an RFQ going forward for any new provider contracts, or any current contracts that naturally terminate.

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:

One of Nevada's most vulnerable populations, persons with physical disabilities, would have less access to in-home care services which allow them to remain in the communities of their choice and avoid more costly and unnecessary institutional care.

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.

There is an on-going need for these services and the Division is funded to provide these services, utilizing multiple contracts/providers.

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

The reimbursement rate for PAS will be the Medicaid reimbursement rate for Personal Care Services (PCS). Providers must be willing to provide these services at the established Medicaid rate.

8. What is the estimated value and length of the contract, amendment or request?
There is no dollar amount tied to this amendment.

a. New contract Y N

b. Amendment Y N Amendment No. 1
{provide copy of previous waiver(s)}

**Aging and Disability Services
Division**

hereby requests approval
for

**Addus Health Care
DBA Su Casa Personal Care**

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>Jim Puccinelli</i>	4/21/11
	Agency Representative Initiating Request	Date
X	<i>Leann Soler</i>	4/21/11
	Agency Head Authorizing Request	Date

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

Signed:

X		
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Channon Berry</i> OBO	4/22/2011
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11319** Amendment Number: **2**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **DEPARTMENT OF ADMINISTRATION**

Agency Code: **403** Contractor Name: **DEPARTMENT OF ADMINISTRATION**

Appropriation Unit: **3158-11** Address: **HEARINGS DIVISION, APPEALS OFC
2200 S RANCHO DR STE 220**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89102**

If "No" please explain: **Not Applicable** Contact/Phone: **null702/486-2527**

Vendor No.: **D08000001**

NV Business ID: **Government entity**

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

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

<input checked="" type="checkbox"/>	General Funds	50.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	50.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

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

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years**

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

Contract description: **Adm hearings/appeals**

5. Purpose of contract:

This is the second amendment to the original contract that provides the right to an appeals process for those who are refused Medicaid benefits. This amendment extends the termination date from June 30, 2012 to June 30, 2013 and increases contract authority, based on SFY 12 and 13 budget authority and projected caseload, from \$20,122.00 to \$46,478.00 due to an increased volume of hearings.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,900.00
2. Total amount of any previous contract amendments:	\$10,222.00
3. Amount of current contract amendment:	\$26,356.00
4. New maximum contract amount:	\$46,478.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Mandate 42 CFR 431.200-246

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

N/A This contract is between State agencies

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Existing contract between DHCFP and the Hearings Division

13. Is the contractor currently involved in litigation with the State 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	09/21/2011 14:55:29 PM
Division Approval	llamborn	09/21/2011 14:55:37 PM
Department Approval	mtorvine	09/21/2011 15:12:09 PM
Contract Manager Approval	dkingsle	09/23/2011 16:27:26 PM
Budget Analyst Approval	nhovden	09/28/2011 11:50:08 AM
Team Lead Approval	jmurph1	10/06/2011 09:14:56 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:15:00 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12131**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: County of Carson City
Agency Code: 403	Contractor Name: County of Carson City
Appropriation Unit: 3243-00	Address: Carson City Health & Human Svc 900 E. Long Street
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: Kathy Wolfe 775-887-2190
	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 11/2011

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: **\$2,628,363.00****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 for 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	greves	09/19/2011 11:22:04 AM
Division Approval	greves	09/19/2011 11:22:28 AM
Department Approval	mtorvine	09/21/2011 15:04:55 PM
Contract Manager Approval	dkingsle	09/26/2011 16:33:34 PM
Budget Analyst Approval	nhovden	09/28/2011 11:42:17 AM
Team Lead Approval	jmurph1	10/06/2011 09:27:36 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:27:39 AM
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

September 12, 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 the County of Carson City Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with the County of Carson City. 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: **CONV3167** Amendment Number: **8**

Agency Name: **HEALTH CARE FINANCING & POLICY** Legal Entity Name: **Health Plan of Nevada Inc**

Agency Code: **403** Contractor Name: **Health Plan of Nevada Inc**

Appropriation Unit: **3243-12** Address: **2720 North Tenaya Way**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89128**

If "No" please explain: **Not Applicable** Contact/Phone: **Kelly Simonson 7022427497**

Vendor No.: **T81081601**

NV Business ID: **NV19841007076**

To what State Fiscal Year(s) will the contract be charged? **2007-2013**

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

<input checked="" type="checkbox"/>	General Funds	44.00 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	56.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2006**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **6 years and 274 days**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the eighth amendment to the original contract that provides managed health services to qualified Medicaid and Children's Health Insurance Program (CHIPRA) recipients. This amendment extends the termination date from June 30, 2012 to June 30 2013 and increases contract authority from \$690,341,850.47 to \$1,095,979,178.11.

6. CONTRACT AMENDMENT

- 1. The maximum amount of the original contract: \$308,010,000.00
 - 2. Total amount of any previous contract amendments: \$382,331,850.47
 - 3. Amount of current contract amendment: \$405,637,327.64
 - 4. New maximum contract amount: \$1,095,979,178.11
- and/or the termination date of the original contract has changed to: 06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Managed care participation is mandatory in the Medicaid State Plan for the TANF/CHAP recipients in clark and Washoe Counties.

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

The State does not have resources available to provide these services.

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

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

It is required by Statute to maintain two vendor contracts for these services. This vendor received the highest score from the original solicitation.

d. Last bid date: 06/06/2006 Anticipated re-bid date: 09/30/2012

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 the eighth amendment to the existing contract.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	llamborn	10/20/2011 10:35:23 AM
Division Approval	llamborn	10/20/2011 10:35:27 AM
Department Approval	mtorvine	10/20/2011 11:45:52 AM
Contract Manager Approval	dkingsle	10/20/2011 14:04:16 PM
Budget Analyst Approval	nhovden	10/20/2011 14:10:47 PM
Team Lead Approval	jmurph1	10/21/2011 08:17:44 AM
BOE Agenda Approval	jmurph1	10/21/2011 08:17:49 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12626**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Lander County
Agency Code:	403	Contractor Name:	Lander County
Appropriation Unit:	3243-00	Address:	Lander County Social Services 315 South Humboldt Street
Is budget authority available?:	Yes	City/State/Zip:	Battle Mountain, NV 89820
If "No" please explain:	Not Applicable	Contact/Phone:	Sandi Smith 775-635-2503
		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 11/2011

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: **\$199,861.00****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	09/21/2011 14:58:31 PM
Division Approval	llamborn	09/21/2011 14:58:38 PM
Department Approval	mtorvine	09/21/2011 14:59:17 PM
Contract Manager Approval	dkingsle	09/26/2011 16:34:31 PM
Budget Analyst Approval	nhovden	09/28/2011 11:38:45 AM
Team Lead Approval	jmurph1	10/06/2011 09:26:35 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:26:39 AM
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

September 6, 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 Lander County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Lander 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: **12160**

Agency Name:	HEALTH CARE FINANCING & POLICY	Legal Entity Name:	Mineral County
Agency Code:	403	Contractor Name:	Mineral County
Appropriation Unit:	3243-00	Address:	Mineral County Clerk Treasurer PO Box 1450
Is budget authority available?:	Yes	City/State/Zip:	Hawthorne, NV 89415
If "No" please explain:	Not Applicable	Contact/Phone:	Cherrie A George 775-945-2446
		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 11/2011

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: **\$369,555.00****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	09/27/2011 15:53:29 PM
Division Approval	llamborn	09/27/2011 15:53:32 PM
Department Approval	mtorvine	09/29/2011 15:48:58 PM
Contract Manager Approval	dkingsle	10/04/2011 08:40:00 AM
Budget Analyst Approval	nhovden	10/06/2011 12:08:58 PM
Team Lead Approval	jmurph1	10/07/2011 11:07:13 AM
BOE Agenda Approval	jmurph1	10/07/2011 11:07:20 AM
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

September 27, 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 Mineral County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Mineral 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: **12159**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Pershing County
Agency Code: 403	Contractor Name: Pershing County
Appropriation Unit: 3243-00	Address: Pershing County Clerk-Treasure PO Box 820
Is budget authority available?: Yes	City/State/Zip: Lovelock, NV 89419
If "No" please explain: Not Applicable	Contact/Phone: Janice Rasch 775-273-2208
	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 11/2011

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, administrative, and transaction costs incurred as a result of this medical assistance program. 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 fiscal relief to the counties for indigent long term care costs.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$196,090.00****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	09/27/2011 15:53:52 PM
Division Approval	llamborn	09/27/2011 15:53:55 PM
Department Approval	mtorvine	09/29/2011 15:51:32 PM
Contract Manager Approval	dkingsle	10/04/2011 08:40:37 AM
Budget Analyst Approval	nhovden	10/06/2011 10:47:31 AM
Team Lead Approval	jmurph1	10/07/2011 11:16:29 AM
BOE Agenda Approval	jmurph1	10/07/2011 11:16:34 AM
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

September 26, 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
Division of Health Care Financing and Policy

Subject: Retroactive Memo for Pershing County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Pershing 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: **12663**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: Storey County
Agency Code: 403	Contractor Name: Storey County
Appropriation Unit: 3243-00	Address: PO Box 176
Is budget authority available?: Yes	City/State/Zip: Virginia City, NV 89440
If "No" please explain: Not Applicable	Contact/Phone: Holli Kiechler 775-847-0968
	Vendor No.:
	NV Business ID: Government Entity

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % County 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 11/2011

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: **06/30/2016**Contract term: **5 years and 1 day**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: **\$206,904.00****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	09/27/2011 15:54:16 PM
Division Approval	llamborn	09/27/2011 15:54:19 PM
Department Approval	mtorvine	09/29/2011 15:47:15 PM
Contract Manager Approval	dkingsle	10/10/2011 14:34:42 PM
Budget Analyst Approval	nhovden	10/11/2011 08:47:15 AM
Team Lead Approval	jmurph1	10/11/2011 15:15:16 PM
BOE Agenda Approval	jmurph1	10/11/2011 15:15:19 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

September 26, 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 Storey County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with Storey 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: **12151**

Agency Name: HEALTH CARE FINANCING & POLICY	Legal Entity Name: White Pine County
Agency Code: 403	Contractor Name: White Pine County
Appropriation Unit: 3243-00	Address: White Pine Co Social Services 995 Campton Street, Ste 2
Is budget authority available?: Yes	City/State/Zip: Ely, NV 89301
If "No" please explain: Not Applicable	Contact/Phone: Bunny Hill 775-289-3271
	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 11/2011

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: **\$731,567.00****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 operate 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	09/27/2011 15:54:37 PM
Division Approval	llamborn	09/27/2011 15:54:39 PM
Department Approval	mtorvine	09/29/2011 15:54:08 PM
Contract Manager Approval	dkingsle	10/04/2011 08:41:24 AM
Budget Analyst Approval	nhovden	10/06/2011 10:31:24 AM
Team Lead Approval	jmurph1	10/07/2011 11:17:51 AM
BOE Agenda Approval	jmurph1	10/07/2011 11:17:55 AM
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

September 26, 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 White Pine County Interlocal Contract

DHCFP is seeking approval to enter a retroactive Interlocal contract with White Pine 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: **12689**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3194-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LANDER, COUNTY OF**Contractor Name: **LANDER, COUNTY OF**Address: **LANDER COUNTY CLERK****315 S HUMBOLDT ST
BATTLE MOUNTAIN, NV 89820**City/State/Zip: **BATTLE MOUNTAIN, NV 89820**

Contact/Phone: null775/635-5738

Vendor No.: T40262000G

NV Business ID: Governmental Entity

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

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

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

Agency Reference #: HD 12070

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 11/2011

Retroactive? **Yes**

If "Yes", please explain

This revenue contract is a result of action by the Legislature. Notification, and negotiations with the county, was not able to be completed until the end of June, 2011.
--

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **Health Assessment**

5. Purpose of contract:

This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$25,032.00**

Payment for services will be made at the rate of \$3,129.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed by 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?

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	10/04/2011 08:15:36 AM
Division Approval	pweyrick	10/04/2011 08:15:48 AM
Department Approval	mtorvine	10/04/2011 15:58:11 PM
Contract Manager Approval	cschmid2	10/05/2011 09:34:36 AM
Budget Analyst Approval	jborrowm	10/06/2011 14:34:22 PM
Team Lead Approval	jmurph1	10/07/2011 09:45:33 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:45:37 AM
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

September 26, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Clinical Services Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12070 (CETS 12689)**

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 Senate Bill 471, requiring counties to pay an assessment for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS)

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: **12681**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3194-00**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **MINERAL COUNTY TREASURER**
 Contractor Name: **MINERAL COUNTY TREASURER**
 Address: **105 S A ST 14**
PO BOX 1450
 City/State/Zip: **HAWTHORNE, NV 89415-1450**
 Contact/Phone: null775-945-2446
 Vendor No.: T40262200
 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 12068

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 11/2011

Retroactive? **Yes**

If "Yes", please explain

This revenue contract is a result of action by the Legislature. Notification, and negotiations with the county, was not able to be completed until the end of June, 2011.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Health Assessment**

5. Purpose of contract:

This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,072.00**

Payment for services will be made at the rate of \$2,384.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed by 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?

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	09/27/2011 12:02:37 PM
Division Approval	pweyrick	09/27/2011 12:02:41 PM
Department Approval	mtorvine	09/29/2011 15:05:25 PM
Contract Manager Approval	cschmid2	09/30/2011 09:16:08 AM
Budget Analyst Approval	jborrowm	10/06/2011 14:33:41 PM
Team Lead Approval	jmurph1	10/07/2011 09:44:11 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:44:16 AM
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

September 20, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Clinical Services Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12068 (CETS 12681)**

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 Senate Bill 471, requiring counties to pay an assessment for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS)

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: **12686**

Agency Name: **HEALTH DIVISION**

Agency Code: **406**

Appropriation Unit: **3194-00**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **PERSHING, COUNTY OF**

Contractor Name: **PERSHING, COUNTY OF**

Address: **PERSHING COUNTY LEPC
DRAWER E**

City/State/Zip: **LOVELOCK, NV 89419**

Contact/Phone: null775/273-2423

Vendor No.: T81041592D

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 12069

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 11/2011

Retroactive? **Yes**

If "Yes", please explain

This revenue contract is a result of action by the Legislature. Notification, and negotiations with the county, was not able to be completed until the end of June, 2011.

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

Contract term: **2 years**

4. Type of contract: **Revenue Contract**

Contract description: **Health Assessment**

5. Purpose of contract:

This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$23,840.00**

Payment for services will be made at the rate of \$2,980.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed by 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?

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	10/04/2011 08:19:51 AM
Division Approval	pweyrick	10/04/2011 08:19:56 AM
Department Approval	mtorvine	10/04/2011 15:29:30 PM
Contract Manager Approval	cschmid2	10/05/2011 09:34:23 AM
Budget Analyst Approval	jborrowm	10/06/2011 14:32:28 PM
Team Lead Approval	jmurph1	10/07/2011 09:42:48 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:42:52 AM
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

September 26, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Clinical Services Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12069 (CETS 12686)**

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 Senate Bill 471, requiring counties to pay an assessment for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS)

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: **12701**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3194-00**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **STOREY, COUNTY OF**Contractor Name: **STOREY, COUNTY OF**Address: **STOREY COUNTY COMMISSIONERS
PO BOX 176**City/State/Zip: **VIRGINIA CITY, NV 89440**

Contact/Phone: null775/847-0968

Vendor No.: T80054670Q

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 #: HD12071

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 12/2011

Retroactive? **Yes**

If "Yes", please explain

This revenue contract is a result of action by the Legislature. Notification, and negotiations with the county, was not able to be completed until the end of June, 2011.
--

3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Revenue Contract**Contract description: **Health Assessment**

5. Purpose of contract:

This is a new revenue contract to receive the county assessment, in accordance with Senate Bill 471 of the 2011 legislative session, for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$34,568.00**

Payment for services will be made at the rate of \$4,321.00 per quarter

II. JUSTIFICATION

7. What conditions require that this work be done?

Legislative action, changes to chapter 439 of the Nevada Revised Statutes (NRS) approved as Senate Bill 471, requires that each county pay an assessment to the Health Division for the costs of services provided in that county by the Health Division.

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

This is an assessment for work performed by 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?

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	10/04/2011 08:21:28 AM
Division Approval	pweyrick	10/04/2011 08:22:59 AM
Department Approval	mtorvine	10/04/2011 15:24:14 PM
Contract Manager Approval	cschmid2	10/05/2011 09:34:50 AM
Budget Analyst Approval	jborrowm	10/06/2011 14:31:30 PM
Team Lead Approval	jmurph1	10/07/2011 09:40:08 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:40:11 AM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
Governor

MICHAEL J. WILLDEN
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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

September 28, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

From: Mary Wherry, Clinical Services Manager

Subject: **Request for a Retroactive Start Date for Contract # HD 12071 (CETS 12701)**

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 Senate Bill 471, requiring counties to pay an assessment for services provided by the Health Division pursuant to chapters 439 (Administration of Public Health), 444 (Sanitation), 446 (Food Establishments) and 583 (Meat, Fish, Poultry and Eggs) of the Nevada Revised Statutes (NRS)

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: **12573**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3216-04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Aecom of Nevada**
 Contractor Name: **Aecom of Nevada**
 Address: **3930 Howard Hughes Parkway Suite 270**
 City/State/Zip: **Las Vegas, NV 89109**
 Contact/Phone: **Lee Wooten 702-893-2455**
 Vendor No.:
 NV Business ID: **NV20001484943**

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 % Providers pay contractor directly for reviews.

Agency Reference #: **HD 12088**

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: **Review Documents**

5. Purpose of contract:

This is a new contract to provide reviews of architectural documents, function program requirements and infection control risk assessments, in accordance with applicable Nevada Administrative Code requirements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$616,000.00**

Other basis for payment: Payments are made to the vendor by the facilities whose documents are being reviewed.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Bureau of Healthcare Quality and Compliance must ensure that provider facilities meet required state codes.

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

The State does not have the resources or expertise to perform this function.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen as the most qualified to perform by an evaluation panel, convened by the Purchasing Division.

d. Last bid date: 06/10/2011 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Office of Homeland Security and Public Safety Management. Performance has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	sjohnso9	09/21/2011 15:59:15 PM
Division Approval	sjohnso9	09/21/2011 15:59:21 PM
Department Approval	mtorvine	09/21/2011 16:19:03 PM
Contract Manager Approval	cschmid2	09/21/2011 16:27:14 PM
Budget Analyst Approval	jborrowm	09/27/2011 12:23:25 PM
Team Lead Approval	jmurph1	10/06/2011 10:39:13 AM
BOE Agenda Approval	jmurph1	10/06/2011 10:39:21 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: **12507**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3218-35**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **DENVER HEALTH & HOSPITAL**Contractor Name: **DENVER HEALTH & HOSPITAL**
Address: **AUTHORITY**City/State/Zip: **660 BANNOCK ST**
DENVER, CO 80204

Contact/Phone: Sandra J. Brockmeier 303/739-1248

Vendor No.: T27017712

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 **18.00 %** Fees 0.00 % Federal Funds **82.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: HD 12014

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 held up pending results of legislative action, by the Nevada Legislature, to approve the budget, and to determine if general funds would be authorized to augment federal funding. Subsequent to legislative approval of budgetary authority there were on going negotiations with the contractor to achieve a final agreement as to costs.3. Termination Date: **06/30/2013**Contract term: **2 years**4. Type of contract: **Interlocal Agreement**Contract description: **Poison Control**

5. Purpose of contract:

This is a new interlocal agreement to provide basic statewide poison control and drug information and identification line services through the national toll-free telephone line.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$727,842.00**

Payment for services will be made at the rate of \$90,980.25 per quarter

Other basis for payment: Contract is a flat rate contract, regardless of volume, with no rate adjustments during the term.

II. JUSTIFICATION

7. What conditions require that this work be done?

Poison control and drug information/identification line (poison control) services are considered basic public health services which should be available to the general population and health care providers.

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

Poison control and drug identification/informationline services are specialized medical, pharmaceutical and toxicological knowledge. The Health Division does not have the expertise required.

9. Were quotes or proposals solicited?

Yes

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

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

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This vendor has provided this service to the State since 2007, and they were the only bidder.

d. Last bid date: 03/21/2011 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

Yes If "Yes", please explain

Contractor is an entity of the State of Colorado

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

[Empty text box]

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	10/04/2011 08:25:53 AM
Division Approval	pweyrick	10/04/2011 08:25:56 AM
Department Approval	mtorvine	10/05/2011 10:16:30 AM
Contract Manager Approval	cschmid2	10/06/2011 14:51:19 PM
Budget Analyst Approval	jborrowm	10/06/2011 15:05:16 PM
Team Lead Approval	jmurph1	10/07/2011 10:08:27 AM
BOE Agenda Approval	jmurph1	10/07/2011 10:08:30 AM
BOE Final Approval	Pending	

STATE OF NEVADA

BRIAN SANDOVAL
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MICHAEL J. WILLDEN
Director



RICHARD WHITLEY, MS
Administrator

TRACEY GREEN, MD
State Health Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
HEALTH DIVISION

4150 Technology Way, Suite 300
Carson City, NV 89706-2029

Telephone: (775) 684-4200 • Fax: (775) 684-4211

September 23, 2011

MEMORANDUM

To: John Borrowman
Budget Analyst
Budget Division

Through Richard Whitley, MS
Administrator
Health Division

From: Phil Weyrick
Administrative Services Officer IV
Health Division Administration

Subject: Request for a Retroactive Start Date for Contract HD 12014 (CETS 12507)

This memorandum requests that Health Division Contract HD 12014 be approved for a retroactive start date effective July 1, 2011. This contract needs a retroactive start date because of funding concerns requiring legislative approval, and contract negotiations with Rocky Mountain Poison Control and Drug Center. The contract was not able to be submitted to the Board of Examiners in a timely fashion because negotiations were not finalized until the middle of September 2011.

PW/cas

Cc: Colman Schmidt, Management Analyst II
Health Division

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5571** Amendment Number: **3**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **Nevada Public Health Foundation**

Agency Code: **407** Contractor Name: **Nevada Public Health Foundation**

Appropriation Unit: **3230-49** Address: **3579 Hwy 50 East Ste C**

Is budget authority available?: **Yes** City/State/Zip: **Carson City, NV 89701**

If "No" please explain: **Not Applicable** Contact/Phone: **Rota Rosaschi 7758840392**

Vendor No.: **T81018059**

NV Business ID: **NV19961104052**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2008**

Anticipated BOE meeting date 12/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the third amendment to the original contract for the Division of Welfare and Supportive Services, Employment and Support Services unit, which provides technical education and assistance to professionals, including police, prosecutors, judges, and service providers to increase the number of arrests and successful prosecutions for statutory rape violations and to better assist victims. The goals of Nevada's Statutory Rape Program are to support more aggressive enforcement of statutory rape laws in Nevada and to promote prevention of statutory rape, therefore, reducing teen pregnancies, domestic violence, and sexual exploitation of children. This amendment decreases the maximum amount from \$601,000 to \$581,029 to remain within the leg approved budget, revises Attachment AA to remove FY12 budget information and adds Attachment BB - SFY 2012 Statutory Rape Awareness Program Budget.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$360,000.00
2. Total amount of any previous contract amendments:	\$241,000.00
3. Amount of current contract amendment:	-\$19,971.00
4. New maximum contract amount:	\$581,029.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 requires states to conduct a program designed to reach State and local law enforcement officials, the education system and relevant counseling services, providing education and training on the problem of statutory rape so teenage pregnancy prevention programs may be expanded in scope to include men.

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 or expertise to perform these services.

9. Were quotes or proposals solicited? No

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	09/22/2011 08:18:33 AM
Division Approval	msmit5	09/28/2011 14:50:17 PM
Department Approval	mtorvine	09/29/2011 15:57:49 PM
Contract Manager Approval	afrancis	09/30/2011 10:26:41 AM

Budget Analyst Approval
Team Lead Approval
BOE Agenda Approval

cglover
jmurph1
jmurph1

10/03/2011 13:26:26 PM
10/06/2011 09:33:37 AM
10/06/2011 09:33:42 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: **10662** Amendment Number: **1**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **URBAN LEAGUE OF CLARK CO/LV**

Agency Code: **407** Contractor Name: **URBAN LEAGUE OF CLARK CO/LV**

Appropriation Unit: **3267-20** Address: **DR WILLIAM U PEARSON COMM CNTR**

Is budget authority available?: **Yes** City/State/Zip: **930 W OWENS AVE LAS VEGAS, NV 89106-2516**

If "No" please explain: **Not Applicable** Contact/Phone: **Lavonne Lewis 702/636-3949**

Vendor No.: **T27009296C**

NV Business ID: **NV20031302827**

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

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

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

Agency Reference #: **407**

2. Contract start date:

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

Anticipated BOE meeting date **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 113 days**

4. Type of contract: **Contract**

Contract description: **Child Care**

5. Purpose of contract:

This is the first amendment to the original contract, which provides Eligibility, Parent and Provider Education, Fiscal Management and Resource and Referral services associated with the Nevada Child Care and Development Fund for operation of Division of Welfare and Support Services (DWSS) Child Care Program in Clark and Nye counties. This amendment decreases the amount of the contract by \$2,160,678 each year for FY 12 and FY 13 due to the reduction of state funding and expiration of ARRA funding, modifies consideration language, revises Attachment AA - Negotiated points to eliminate advances, converting to cost reimbursement and adds Attachment GG - Control Procedures, to provide procedures to request reimbursement.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$16,418,034.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$4,321,356.00
4. New maximum contract amount:	\$12,096,678.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract provides Eligibility, Parent and Provider Education, Fiscal Management and Resource and Referral services associated with the Nevada Child Care and Development Fund for operation of Division of Welfare and Support Services (DWSS) Child Care Program in Clark and Nye counties.

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

The State does not have the resources to provide these services.

9. Were quotes or proposals solicited? Yes

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

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

b. Solicitation Waiver: **Not Applicable**

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

Urban League received the highest score from the evaluation committee.

d. Last bid date: 08/24/2009 Anticipated re-bid date: 01/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	08/19/2011 18:05:33 PM
Division Approval	msmit5	09/16/2011 08:45:40 AM
Department Approval	mtorvine	09/21/2011 15:36:46 PM
Contract Manager Approval	afrancis	09/26/2011 08:56:09 AM
Budget Analyst Approval	cglover	09/29/2011 09:29:56 AM

Team Lead Approval
BOE Agenda Approval

jmurph1
jmurph1

10/06/2011 09:04:06 AM
10/06/2011 09:04:10 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6449** Amendment Number: **1**

Agency Name: **WELFARE AND SUPPORT SERVICES** Legal Entity Name: **United Way**

Agency Code: **407** Contractor Name: **United Way**

Appropriation Unit: **3267-20** Address: **1660 East Flamingo**

Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89119**

If "No" please explain: **Not Applicable** Contact/Phone: **null7028922329**

Vendor No.: **T80964164**

NV Business ID: **NV19571000657**

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2009**

Anticipated BOE meeting date: **10/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Health And Human Services**

5. Purpose of contract:

This is the first amendment to the original contract, which provides fiscal intermediary services associated with the Nevada Child Care and Development Fund with the contractor acting as the fiscal agent for disbursement of child care provider payments in Southern Nevada, including Clark and Nye Counties for Division of Welfare and Supportive Services (DWSS) Child Care Program. This amendment decreases the amount of the contract by \$1,853,725 each year for FY 12 and FY 13 due to the reduction of state funding and the expiration of ARRA funding, modifies consideration language, revises Attachment C - Budget to eliminate advances, converting to cost reimbursement and adds Attachment H - Control Procedures, to provide procedures to request reimbursement.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$88,237,013.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	-\$3,707,450.00
4. New maximum contract amount:	\$84,529,563.00

II. JUSTIFICATION

7. What conditions require that this work be done?

This program, which provides services associated with the Nevada Child Care Development Block Grant with the contractor acting as the fiscal agent for disbursement of child care provider payments in Southern Nevada, including Clark and Nye Counties is mandated by the Nevada Child Care Development Block Grant.

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 manpower or the expertise to perform these duties.

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 #: 090214

Approval Date: 02/17/2009

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

d. Last bid date: Anticipated re-bid date: 01/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Currently contracted with DWSS and providing satisfactory service.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	08/19/2011 18:00:47 PM
Division Approval	msmit5	09/22/2011 11:37:26 AM
Department Approval	mtorvine	09/23/2011 14:59:46 PM
Contract Manager Approval	afrancis	09/26/2011 08:55:51 AM
Budget Analyst Approval	cglover	09/29/2011 09:20:16 AM
Team Lead Approval	jmurph1	10/06/2011 09:07:56 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:08:00 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12704**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: AUTOMATED TEMPERATURE CONTROLS
Agency Code: 431	Contractor Name: AUTOMATED TEMPERATURE CONTROLS
Appropriation Unit: 3650-10	Address: INC
Is budget authority available?: Yes	8535 DOUBLE R BLVD
If "No" please explain: Not Applicable	RENO, NV 89511
	Contact/Phone: Gary Larkin 775/826-7700
	Vendor No.: PUR0003825
	NV Business ID: NV19871039226

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 #: **PRIDE # 332061**

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 Applicable

3. Termination Date: **04/30/2012**

Contract term: **181 days**

4. Type of contract: **Contract**

Contract description: **UtilTrack&Dashboard**

5. Purpose of contract:

This is a new contract to monitor in-bound water, gas and electric utilities in "real time" at the meter; capture and log data and pull into "dashboard software". This information will be used to assist the Nevada National Guard in meeting its energy reduction requirement from Executive Order 13423 from the President of the United States.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$85,329.20**

Payment for services will be made at the rate of \$0.00 per invoice

Other basis for payment: Progress payments can be made per invoice at the rate of project completion, not to exceed \$77,572.00. The additional \$7,757.20 is being held in reserve to cover any unforeseeable issues that may arise.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada National Guard's energy reduction requirement from Executive Order 13423 from the President of the United States.

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

Installing Delta software and equipment can only be done by Delta authorized vendors.

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 #: 110911

Approval Date: 09/26/2011

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

Automated Temperature Controls has exclusive proprietary rights to install Delta controls and programming in Northern Nevada.

d. Last bid date:

Anticipated re-bid date:

10. Does the contract contain any IT components?

No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This Office of the Military has contracted with this vendor in previous years and also in the current fiscal year; the services provided are satisfactory.

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

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

Not Applicable

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

Nevada Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	09/30/2011 09:38:39 AM
Division Approval	criley	10/04/2011 11:58:45 AM
Department Approval	criley	10/04/2011 11:58:50 AM
Contract Manager Approval	criley	10/04/2011 11:58:53 AM
Budget Analyst Approval	jborrowm	10/06/2011 13:37:42 PM
Team Lead Approval	jmurph1	10/07/2011 09:48:17 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:48:21 AM
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

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

Purchasing Use Only:
110911

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request:
Office of the Military, Dave Silva, Facilities Supervisor III, (775) 690-9106, dave.silva@us.army.mil
- b. Vendor contact information:
Automated Temperature Controls, Gary Larkin, 8535 Double R Blvd, Reno NV 89511, (775) 826-7700
- 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 project is to monitor in-bound water, gas and electric utilities in 'real time' at the meter; capture and log data and pull into "dashboard software". This information will be used to assist the Nevada National Guard in meeting its energy reduction requirement from Executive Order 13423 from the President of the United States.
3. Describe the unique qualification required for the service or good to be purchased:
Automated Temperature Controls has exclusive proprietary rights to install Delta controls and programming in Northern Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This is an upgrade to our existing Delta system; Delta's only Northern Nevada representative is Automated Temperature Controls.
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:
This service cannot be competitively bid, Automated Temperature Controls has proprietary rights in Northern Nevada; if the waiver is denied, the project will not be able to move forward.
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.
Delta Controls was contacted, they informed us that Automated Temperature Controls is the proprietary vendor in the Northern Nevada area and they only allow this vendor to install their product in our area. In the past, we have contacted vendors in the Las Vegas and Sacramento areas who deal with Delta products, they have both said that they cannot work out of their designated area; both vendors recommend we contact Automated Temperature Controls.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We have looked at similar systems from other companies.

8. What is the estimated value and length of the contract, amendment or request?
\$77,572.00 Nov 8, 2011 - March 30, 2012

- a. New contract Y N
- b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

The Office of the Military _____ hereby requests approval for _____ Automated Temperature Controls
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>David Silva</i>	9/22/11
	Agency Representative Initiating Request	Date
X	<i>Jeanette Mente</i>	9/22/11
	Agency Head Authorizing Request	Date

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

Signed:

X	- N/A -	
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Jennifer Scott</i>	9/20/11
	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: **12705**

Agency Name:	ADJUTANT GENERAL & NATL GUARD	Legal Entity Name:	AUTOMATED TEMPERATURE CONTROLS
Agency Code:	431	Contractor Name:	AUTOMATED TEMPERATURE CONTROLS
Appropriation Unit:	3650-10	Address:	INC 8535 DOUBLE R BLVD
Is budget authority available?:	Yes	City/State/Zip:	RENO, NV 89511
If "No" please explain:	Not Applicable	Contact/Phone:	Gary Larkin 775/826-7700
		Vendor No.:	PUR0003825
		NV Business ID:	NV19871039226

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 #: PRIDE # 322060

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: **04/30/2012**Contract term: **181 days**4. Type of contract: **Contract**Contract description: **DirectDigitalControl**

5. Purpose of contract:

This is a new contract to add Direct Digital Controls to three Federal buildings; one in Elko, Winnemucca and Yerington and connect them to the existing control system. This expansion will help save energy in these buildings and alert staff should there be heat lose in the winter months. With soldiers deploying for months at a time and so few people being assigned to the rural armories, some of these buildings in the rural areas have the potential of being unmanned for weeks if not months at a time.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,999.99**

Payment for services will be made at the rate of \$0.00 per invoice

Other basis for payment: Progress payments can be made per invoice at the rate of project completion, not to exceed \$99,184.00. The additional \$815.99 is being held in reserve to cover any unforeseeable issues that may arise.

II. JUSTIFICATION

7. What conditions require that this work be done?

This will connect them to our existing control system and help save energy in these unmanned buildings.

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

Installing Delta software and equipment can only be done by Delta authorized vendors.

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 #: 110913

Approval Date: 09/26/2011

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

Automated Temperature Controls has exclusive proprietary rights to install Delta controls and programming in Northern Nevada.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This Office of the Military has contracted with this vendor in previous years and also in the current fiscal year; the services provided are satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	09/30/2011 08:18:58 AM
Division Approval	criley	09/30/2011 08:19:05 AM
Department Approval	criley	10/04/2011 11:59:43 AM
Contract Manager Approval	criley	10/04/2011 11:59:46 AM
Budget Analyst Approval	jborrowm	10/06/2011 13:32:49 PM
Team Lead Approval	jmurph1	10/07/2011 09:52:17 AM
BOE Agenda Approval	jmurph1	10/07/2011 09:52:20 AM



BRIAN SANDOVAL
GOVERNOR

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

Purchasing Use Only:
110913

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:
Office of the Military, Dave Silva, Facilities Supervisor III, (775) 690-9106, dave.silva@us.army.mil
- b. Vendor contact information:
Automated Temperature Controls, Gary Larkin, 8535 Double R Blvd, Reno NV 89511, (775) 826-7700
- 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 project will add Direct Digital Controls to three Federal buildings; one in Elko, Winnemucca and Yerington and connect them to our existing control system. This expansion to our system will help us save energy in these buildings and alert us should we lose heat in the winter months. With soldiers deploying for months at a time and so few people being assigned to the rural armories, some of these buildings in the rural areas have the potential of being unmanned for weeks if not months at a time.
3. Describe the unique qualification required for the service or good to be purchased:
Automated Temperature Controls has exclusive proprietary rights to install Delta controls and programming in Northern Nevada.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
This is an upgrade to our existing Delta system; Delta's only Northern Nevada representative is Automated Temperature Controls.
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:
This service cannot be competitively bid, Automated Temperature Controls has proprietary rights in Northern Nevada; if the waiver is denied, the project will not be able to move forward.
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.
Delta Controls was contacted, they informed us that Automated Temperature Controls is the proprietary vendor in the Northern Nevada area and they only allow this vendor to install their product in our area. In the past, we have contacted vendors in the Las Vegas and Sacramento areas who deal with Delta products, they have both said that they cannot work out of their designated area; both vendors recommend we contact Automated Temperature Controls.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
We have looked at similar systems from other companies.

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

\$99,184.00 Nov 8, 2011 to March 30, 2012

a. New contract Y N

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

Office of the Military
Requesting agency

hereby requests approval for

Automated Temperature Controls
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>David Liber</i>	9/22/11
	Agency Representative Initiating Request	Date
X	<i>Jennifer McEntee</i>	9/22/11
	Agency Head Authorizing Request	Date

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

Signed:

X	<i>- N/A -</i>	
	Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X	<i>Kimberly East</i> <i>obo</i>	9/26/11
	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: **12611**

Agency Name:	ADJUTANT GENERAL & NATL GUARD	Legal Entity Name:	SACRAMENTO INSULATION CNTRCTRS
Agency Code:	431	Contractor Name:	SACRAMENTO INSULATION CNTRCTRS
Appropriation Unit:	3650-10	Address:	dba GALE BUILDING PRODUCTS 325 E NUGGET AVE STE 105 SPARKS, NV 89431
Is budget authority available?:	Yes	City/State/Zip	SPARKS, NV 89431
If "No" please explain:	Not Applicable	Contact/Phone:	Scott Orchild 775/331-5600
		Vendor No.:	T81088550A
		NV Business ID:	NV19691000359

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# 028-2011

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 Hangar Ceiling**

5. Purpose of contract:

This is a new contract to provide and install R-38 batt insulation on the underside of the South Hangar roof at 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: **\$31,910.00**

Other basis for payment: as invoiced monthly, not to exceed \$31,910.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Energy efficient project to help insulate heat and lower energy costs.

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

State employees do not possess requisite skills and certifications, nor the manpower for this project.

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

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

b. Solicitation Waiver: **Not Applicable**

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

Only vendor to submit a bid.

d. Last bid date: 05/11/2011 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

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

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

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	criley	09/08/2011 11:40:23 AM
Division Approval	criley	09/08/2011 11:40:25 AM
Department Approval	criley	09/08/2011 15:30:51 PM
Contract Manager Approval	criley	09/08/2011 15:30:53 PM
Budget Analyst Approval	jborrowm	09/21/2011 15:49:00 PM
Team Lead Approval	jmurph1	10/06/2011 09:39:09 AM
BOE Agenda Approval	jmurph1	10/06/2011 09:39:12 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12723**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Westcare Nevada, Inc (WC-NV)
Agency Code: 440	Contractor Name: Westcare Nevada, Inc (WC-NV)
Appropriation Unit: 3711-22	Address: 401 S. Martin Luther King Blvd
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89106
If "No" please explain: Not Applicable	Contact/Phone: Kevin Morss 702.385.3642
	Vendor No.: T80928668
	NV Business ID: NV19811004704
To what State Fiscal Year(s) will the contract be charged?	2012-2013

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

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

2. Contract start date:

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

Anticipated BOE meeting date: 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2012**

Contract term: **334 days**

4. Type of contract: **Contract**

Contract description: **Correctional Program**

5. Purpose of contract:

This is a new contract to provide pre and post release services to incarcerated inmates for the Second Chance Adult Re-Entry Demonstration Project (SCARDP), which is designed to reduce recidivism by helping offenders find work and access other critical services in their communities upon their release.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$348,667.94**

Other basis for payment: Monthly, upon submission of invoice.

II. JUSTIFICATION

7. What conditions require that this work be done?

NDOC received Federal grant money under the Second Chance Adult Re-Entry Demonstration Project, which is designed to provide funding to state units of governments to develop and implement institutional and community corrections-based offender re-entry programs. The purpose of this contract is to meet the requirements of the grant, as mandated by the Federal government.

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

NDOC does not have the expertise and/or qualifications to provide these services. No other agency offers this type of service.

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

The evaluation committee scored them highest based on predetermined criteria and weights.

d. Last bid date: 06/30/2011 Anticipated re-bid date: 06/30/2015

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:

FY12; Health & Human Services, Division of Child and Family Services. Services have been verified as satisfactory.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	10/10/2011 08:19:18 AM
Division Approval	bfarris	10/10/2011 08:19:22 AM
Department Approval	dreed	10/10/2011 08:47:52 AM
Contract Manager Approval	cphenix	10/10/2011 09:12:35 AM
Budget Analyst Approval	sbrown	10/10/2011 14:22:00 PM
Team Lead Approval	cwatson	10/10/2011 14:49:11 PM
BOE Agenda Approval	cwatson	10/10/2011 14:49:19 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV5903** Amendment Number: **2**
 Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **W W Williams**
 Agency Code: **440** Contractor Name: **W W Williams**
 Appropriation Unit: **3761-09** Address: **2680 Losee Road**
 Is budget authority available?: **Yes** City/State/Zip: **N Las Vegas, NV 89030**
 If "No" please explain: Not Applicable Contact/Phone: **Tim Killian 7023991890**
 Vendor No.: **T81104554**
 NV Business ID: **NV19931048340**

To what State Fiscal Year(s) will the contract be charged? **2009-2012**

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

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 #: 7148

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/10/2008**
 Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2012**
 Contract term: **3 years and 232 days**

4. Type of contract: **Contract**
 Contract description: **General Equipment Maintenance and Repair Services**

5. Purpose of contract:
This is the second amendment to the contract, which provides preventative maintenance services on the generators at Florence McClure Women's Correctional Center (FMWCC), Jean Conservation Camp (JCC), and Southern Nevada Correctional Center (SNCC). This amendment adds an additional generator at FMWCC and three generators at Southern Desert Correctional Center (SDCC) to the contract and increases the amount from \$18,092.00 to \$31,572.00.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$13,196.00
2. Total amount of any previous contract amendments:	\$4,896.00
3. Amount of current contract amendment:	\$13,480.00
4. New maximum contract amount:	\$31,572.00

II. JUSTIFICATION

7. What conditions require that this work be done?
For the safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
NDOC does not have the equipment and/or expertise to perform preventative maintenance on the generators. No other State agency offers these services.

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

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

b. Solicitation Waiver: **Not Applicable**

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

They were the lowest, most responsible bidder.

d. Last bid date: 08/19/2008 Anticipated re-bid date: 01/01/2012

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:

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dbec2	08/16/2011 07:49:29 AM
Division Approval	bfarris	08/18/2011 09:52:37 AM
Department Approval	dreed	09/29/2011 15:15:36 PM
Contract Manager Approval	cphenix	10/05/2011 13:34:05 PM
Budget Analyst Approval	sbrown	10/06/2011 14:29:32 PM
Team Lead Approval	cwatson	10/07/2011 11:31:59 AM
BOE Agenda Approval	cwatson	10/07/2011 11:32:03 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: **12141**

Agency Name: DEPARTMENT OF PUBLIC SAFETY	Legal Entity Name: TEAMWORKS CONSULTING INC
Agency Code: 650	Contractor Name: TEAMWORKS CONSULTING INC
Appropriation Unit: 4703-37	Address: PO BOX 19940
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775/851-4693
	Vendor No.: T81022741
	NV Business ID: NV20061313144
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 % Forfeiture Funds

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 Applicable

3. Termination Date: **09/30/2012**

Contract term: **334 days**

4. Type of contract: **Contract**

Contract description: **NOC Conversion**

5. Purpose of contract:

This is a new contract to create or revise Nevada Offense Codes (NOC) based on the changes enacted in the 2011 Legislative Session related to crimes and criminal offenses.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,000.00**

Other basis for payment: Upon receipt of monthly invoice and acceptance of work by Records & Technology Division

II. JUSTIFICATION

7. What conditions require that this work be done?

After every legislative session, all new criminal offenses or revised criminal offenses need to be assigned a Nevada Offense Code (NOC). All new NOCs from the 2011 Legislative Session need to be created and policies, procedures, and documentation need to be updated.

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

State employees do not have the expertise to perform the NOC conversions.

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 #: 110403

Approval Date: 04/06/2011

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

The vendor was performing these services for the Administrative Office of the Courts.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This vendor has provided service for the Administrative Office of the Courts and the service was satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	jdibasil	09/30/2011 13:40:23 PM
Division Approval	jdibasil	09/30/2011 14:02:08 PM
Department Approval	mteska	09/30/2011 15:36:29 PM
Contract Manager Approval	jbauer	09/30/2011 15:48:09 PM
Budget Analyst Approval	jstrandb	10/04/2011 14:25:29 PM
Team Lead Approval	jmurph1	10/04/2011 15:05:42 PM
BOE Agenda Approval	jmurph1	10/04/2011 15:05:47 PM
BOE Final Approval	Pending	



BRIAN SANDOVAL
GOVERNOR

RECEIVED
NEVADA STATE PURCHASING

2011 APR -2

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:

110403

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Department of Public Safety
Records & Technology Division, Records Bureau
Rich Gilbert, Management Analyst II
Phone: 684-6259
Email: rgilbert@dps.state.nv.us

- b. Vendor contact information: Teamworks Consulting, Inc.
Martin Overstreet, President
9900 Wilber May Parkway, Unit 5001
Reno, NV 89521-3077
Phone: (775) 851-5684
Fax: (775) 851-4693
Email: martin@twjustice.com

- c. Type of waiver requested: Sole or single source Professional Service Exemption

Description of work/services to be performed or commodity/good to be purchased:

The DPS Records Bureau and the Nevada Administrative Office of the Courts (AOC) worked together on a project, with Teamworks Consulting as the contractor hired by the AOC, on the development of a new structure for the Nevada Offense Codes (NOC). Briefly, the NOCs are unique numeric codes assigned to each criminal offense as defined in the Nevada Revised Statutes, the Federal Bureau of Investigation's National Crime Information Center (NCIC), and the FBI's Uniform Crime Reporting (UCR) program and are the common identifying number that allows the criminal justice community in Nevada to share arrest and disposition information electronically between law enforcement, prosecutors, courts, and the DPS Records Bureau, who ultimately stores all Nevada criminal history records within the Criminal History Repository. After every legislative session, all new criminal offenses have to be assigned NOCs. Under Task # 1, Teamworks Consulting will assign new offense codes to each new crime or revised crime as enacted by the 2011 Legislature. Under Task # 2, Teamworks Consulting will develop a NOC Policies and Procedures document for use by the DPS Records Bureau staff that governs the process by

which NOCs are assigned; will assist the DPS Records Bureau with ongoing NOC maintenance (adding new offenses, deleting obsolete offenses, changing offense codes) including working with local criminal justice agencies on transitioning their local ordinance offense codes from the legacy format to the new NOC structure; and will impart knowledge to the DPS Records Bureau's staff on how to work with the new NOC model on a daily basis. Under Task 3, Teamworks Consulting will serve as a technical consultant on defining the business rules that will assist the DPS Technology Bureau in converting the NOC database from MS Access to SQL or Oracle.

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

Teamworks Consulting was retained by the Administrative Office of the Courts in 2005 to develop a new NOC model that better met the needs of Nevada's criminal justice community. A statewide focus group was convened, in which the DPS Records & Technology Division participated, and determined that the legacy NOCs were too numerous and unstructured to be of any value when trying to share arrest and disposition information electronically, did not allow for good record keeping, and were duplicative—in short, they were a mess. The new NOC model developed by Teamworks Consulting, in collaboration with the Nevada criminal justice community, groups like crimes together, captures severity (Felony, Gross Misdemeanor, Misdemeanor), provides better descriptions of the offenses, allows for the linking of multiple statutes to the crime, and allows for improved statistical reporting of crimes. As Teamworks Consulting developed the new NOC model, it is uniquely qualified to do the required statute conversions (Teamworks has done the statute conversions for the Nevada AOC for every legislative session since 2003), develop written policies/procedures and assist the DPS and criminal justice agencies with conversion of their local ordinance NOCs to the new Statewide NOC model, and act as a technical consultant for the NOC database conversion from Access to SQL or Oracle.

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

Teamworks Consulting is uniquely qualified to do the work contemplated in this contract. It has the history, knowledge and experience with the new NOC model that is required for timely completion of the project. Furthermore, Teamworks Consulting has developed a network of contacts within the criminal justice community that are crucial to the project's success. Any other vendor would not have the knowledge, experience, and local criminal justice community contacts required by the DPS Records Bureau to complete the scope of work in an efficient and timely manner.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If this waiver request is denied and this service is competitively bid the criminal justice community in Nevada will suffer. The criminal justice community in Nevada relies on the NOCs as the common thread to communicate vital criminal history record information between agencies including law enforcement, prosecutors, courts, and the ultimate resting place for criminal history records—the Nevada Criminal History Repository, housed within the DPS Records Bureau. Now that the conversion process from the legacy format to the new NOC model has begun, it cannot be interrupted. A bid process takes a good 6 months from start to finish. On top of that it would take a new vendor several more months, if not years, to learn the model and establish the contacts within the criminal justice community that Teamworks Consulting already has. The 2011 statutes will need to be converted as soon as possible after Legislative Session concludes—not a year or more down the road as would occur with any other vendor. Furthermore, if the NOC database is not converted to a format supported by the DPS Records &

Technology Division, then we run the risk of database crashes inherent with the MS Access application and an eventual loss of this critical information. This could cause the statewide criminal justice community to have to revert back to paper fingerprinting and booking of offenders rather than the current electronic methods employed in jails and police departments today. Doing so would effectively bring the criminal justice community to a screeching halt in terms of timely information sharing. Teamworks Consulting assisted the AOC's IT staff with developing the business rules for the current Access-based NOC database. Teamworks will similarly assist the DPS Technology Bureau's staff with defining the business rules for a successful database conversion and can do so within a timely and efficient manner.

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.

None. Teamworks Consulting developed the new NOC model in use today and is uniquely positioned to assist the DPS Records Bureau with the scope of work as contemplated in this contract. No other vendor possesses the experience, history, and knowledge of the new NOC model and the local criminal justice community contacts.

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

Teamworks Consulting has charged the same rate to the Nevada Administrative Office of the Courts since 2003. Rates have not changed since that time. We believe the rate of \$125.00 per hour is reasonable.

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)}

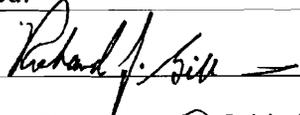
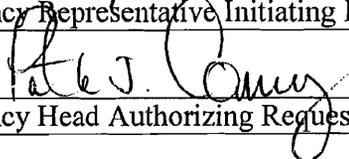
The contract will be for 1 year with a 1-year renewal option at a not-to-exceed cost of \$45,000 per year.

Department of Public Safety, Records & Technology Division, Records Bureau hereby requests approval for Teamworks 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		3/29/2011
	Agency Representative Initiating Request	Date
X		3-30-11
	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.

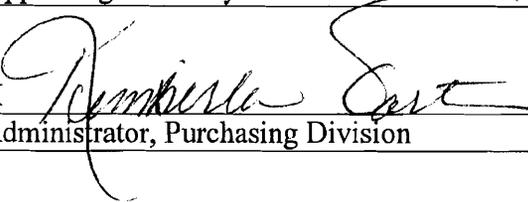
Signed:

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		4/6/11
	Administrator, Purchasing Division	Date

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12676**

Agency Name: DPS-RECORDS & TECHNOLOGY	Legal Entity Name: MANAGEMENT TECHNOLOGY GRP LLC
Agency Code: 655	Contractor Name: MANAGEMENT TECHNOLOGY GRP LLC
Appropriation Unit: 4709-18	Address: MTG MANAGEMENT CONSULTNS LLC
Is budget authority available?: Yes	1111 3RD AVE STE 3010
If "No" please explain: Not Applicable	City/State/Zip: SEATTLE, WA 98101-3296
	Contact/Phone: null206/442-5010
	Vendor No.: T29025149
	NV Business ID: nv20041240020

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

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

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

2. Contract start date:

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

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2012**Contract term: **242 days**4. Type of contract: **Contract**Contract description: **Needs Assessment**

5. Purpose of contract:

This is a new contract to conduct a study of the remaining Department of Public Safety applications developed using the Usoft platform and the underlying shared criminal history database. The contractor shall recommend a road map, to include potential grant opportunities, to replace these applications over several years.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$400,000.00**

Other basis for payment: Payment will be made upon receipt of invoice for each completed and DPS accepted deliverable as outlined in the Deliverable Payment Schedule.

II. JUSTIFICATION

7. What conditions require that this work be done?

The applications developed on the Usoft platform currently have no replacement plan and are critical to the Department and the statewide law enforcement community. The Usoft platform does not meet current State or FBI security requirements, is difficult to maintain due to lack of vendor support and lack of staff with knowledge of the tool, and has been demonstrated not to operate on the latest version of the Windows Operating System (OS). Support for Windows XP, the OS version that DPS currently uses, is expected to be unavailable some time during FY14/15, making a plan for replacement of these applications absolutely critical in preparation for FY14/15 budget requests.

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

The Division does not have staff available to dedicate to the study due to the need to support technology for DPS and the statewide law enforcement community. This study has been discussed with the state Chief Information Officer and he concurred that his agency does not have the expertise to perform this work. It is necessary for the study to be conducted by those with expertise in national trends and solutions in the public safety arena; this excludes other state agencies.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

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

Contractor was chosen based on a weighted average of evaluation criteria. Contractor had the highest overall score as determined by an evaluation committee of five (5).

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

Nevada Administrative Office of the Courts - June 2010 to present - Service has been satisfactory
Nevada DMV - May 1993 to February 1994 - Service was satisfactory

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	rgilbert	09/15/2011 15:49:32 PM
Division Approval	mteska	09/27/2011 11:21:04 AM
Department Approval	mteska	09/27/2011 11:21:08 AM
Contract Manager Approval	jbauer	09/27/2011 11:22:20 AM

Budget Analyst Approval	jstrandb	10/04/2011 14:32:47 PM
Team Lead Approval	jmurph1	10/04/2011 15:07:29 PM
BOE Agenda Approval	jmurph1	10/04/2011 15:07:33 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10881	Amendment Number: 2
Agency Name: DPS-FIRE MARSHAL	Legal Entity Name: HAZMAT IQ.COM LLC
Agency Code: 656	Contractor Name: HAZMAT IQ.COM LLC
Appropriation Unit: 3816-25	Address: PO BOX 274
Is budget authority available?: Yes	City/State/Zip: WAXHAW, NC 28173-1043
If "No" please explain: Not Applicable	Contact/Phone: null540/533-9212
	Vendor No.: T29022001A
	NV Business ID: NV20101807666

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 % Transfer from SERC & NDEP 50/50

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/13/2009**
 Anticipated BOE meeting date 11/2011
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **3 years and 261 days**

4. Type of contract: **Contract**
 Contract description: **Firefighter Training**

5. Purpose of contract:
This is the second amendment to the original contract, which provides firefighter and first responder training for hazardous materials. This amendment increases the maximum amount from \$95,500 to \$246,500 and updates the scope of work to include four additional training classes.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$36,000.00
2. Total amount of any previous contract amendments:	\$59,500.00
3. Amount of current contract amendment:	\$151,000.00
4. New maximum contract amount:	\$246,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?
Training provided by the State Fire Marshal is mandated by NRS 477.039, 477.045, & 477.047.

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

9. Were quotes or proposals solicited? **No**
 Was the solicitation (RFP) done by the Purchasing Division? **No**
 a. If yes, list the names of vendors that submitted proposals:

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 081207B
Approval Date: 09/09/2011

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

N/A

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

HazMat IQ is currently under contract with the State Fire Marshal and service is satisfactory.

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

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

Not Applicable

14. The contractor is 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	jdibasil	10/04/2011 16:03:37 PM
Division Approval	jdibasil	10/04/2011 16:05:10 PM
Department Approval	jbauer	10/05/2011 08:48:04 AM
Contract Manager Approval	jbauer	10/05/2011 08:48:07 AM
Budget Analyst Approval	jstrandb	10/05/2011 13:37:51 PM
Team Lead Approval	jmurph1	10/06/2011 10:49:27 AM
BOE Agenda Approval	jmurph1	10/06/2011 10:49:36 AM



BRIAN SANDOVAL
GOVERNOR

ATTACHMENT HH

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:
081207 B
Amendment 2

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: **Department of Public Safety-Fire Marshal Division- Dennis Pinkerton, EDM; 775-684-7520; dpinkerton@dps.state.nv.us,**
 - b. Vendor contact information:
**HazMat IQ
Cara R Gorman – Director Of Communication
P.O. Box 274
Waxhaw, NC 28173
Telephone 800-518-9895
FAX 803-431-7267**
 - 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:
To provide Hazardous Materials training to firefighters and law enforcement personnel that streamlines the size-up process and enables responders to maximize their response efficiency and effectiveness at Hazardous Material incidents. The goals of the courses are to provide the student the skill and knowledge necessary to make immediate critical decisions.
3. Describe the unique qualification required for the service or good to be purchased:
HazMatIQ developed a 4-Step System which delivers training using a patented (US 61/088,658 & US 12/349,384) hazard and risk assessment system. HazMatIQ has sole proprietary rights to the response system, the "Smart Charts" used and all other information presented during training. HazMatIQ is the only company allowed to award technical certificates upon completion of the training.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:
HazMatIQ has sole proprietary rights and copyright protected this specialized response system training.
5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:
The unique HazMat IQ 4 step response system training course has been identified by the Nevada Hazardous Material Response Teams as a critical component to a statewide training program for response to spills of hazardous materials. If the waiver request is denied, the Department of Public Safety-Fire Marshal Division will not be able to successfully fulfill the requests from various Hazardous Material Response Teams mandated in, NRS 477.045 (1) *The State Fire Marshal shall establish a statewide training program for response to spills of hazardous materials and related fires.*

6. What market research was conducted to substantiate that there is no competition for the service or good? Please include an evaluation of other items considered, and provide documentation.
The State Fire Marshal Division performed internet searches looking for qualified Hazardous Materials Training. The various types of trainings offered were internet based training to which an online vignette was utilized followed by a test. Most companies did not offer on site training and the Fire Marshal Division felt that this type of training would be below standard and not in the best interest of the first responders and citizens in the State of Nevada.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?
Price/costs provided by Hazmat IQ are comparable to costs incurred by the Division when delivering training in other disciplines and quotes received for similar trainings.
8. What is the estimated value and length of the contract, amendment or request?
This will be amendment #2 to the existing contract which expires June 30, 2013. This amendment will revise the scope of work to add four additional courses and add \$100,000 to the contract maximum amount.
- a. New contract Y N
- b. Amendment Y N Amendment No. 2 (Amendment to 081207A)
 {provide copy of previous waiver(s)}

Department of Public Safety, Fire
 Marshal Division

hereby requests approval for

HazMat IQ

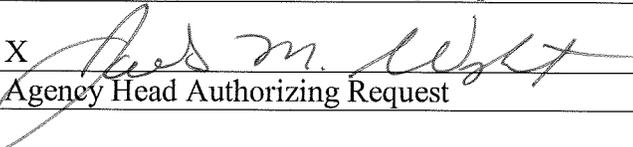
Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

X		7 Sept 2011
	Agency Representative Initiating Request	Date
X		9-7-2011
	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 <i>- N/A -</i>	
Reviewing Agency/Entity Signature	Date

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

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

Approving Authority:

X <i>[Signature]</i>	<i>9/9/11</i>
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: **CONV2008** Amendment Number: **6**

Agency Name: **WILDLIFE DIVISION** Legal Entity Name: **System Consultants Inc.**

Agency Code: **702** Contractor Name: **System Consultants Inc.**

Appropriation Unit: **4452-27** Address: **185 North Maine Street**

Is budget authority available?: **Yes** City/State/Zip: **Fallon, Nv 89406**

If "No" please explain: **Not Applicable** Contact/Phone: **null775-423-1345**

Vendor No.: **T80965873**

NV Business ID: **NV2010158744**

To what State Fiscal Year(s) will the contract be charged? **2004-2013**

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 % Game tag fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: 04-18

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/01/2003**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/01/2011**

Contract term: **9 years and 3 days**

4. Type of contract: **Contract**

Contract description: **Professional Services**

5. Purpose of contract:

This is the sixth amendment to the original contract for administering and processing of Application Hunts (tag applications and awards) and Return Cards for the Department of Wildlife using the automated system created by this contractor. This amendment extends the termination date from December 1, 2011 to December 1, 2012 and increases the maximum amount from \$7,688,735.75 to \$8,694,201.75 so that hunting tag application and return card processing can continue and NDOW can continue to receive vital revenues while it undertakes the RFP process for new bids for this work for the period beginning December 2, 2012.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,663,750.00
2. Total amount of any previous contract amendments:	\$6,024,985.75
3. Amount of current contract amendment:	\$1,005,466.00
4. New maximum contract amount:	\$8,694,201.75
and/or the termination date of the original contract has changed to:	12/01/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

Game tag applications and return cards (information from hunters associated with tags) must be processed. NRS 502.175 mandates that the Department of Wildlife contract with a private entity. In addition, legislation and/or Wildlife Commission action may result in the need for program enhancements. The Purchasing Division agreed to permit this extension but informed NDOW that bids must be obtained for the period beginning after this extension.

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

NRS 502.175 mandates the Department contract with a private entity for the application hunt program administration and system maintenance.

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 contractor was the only vendor to submit a proposal during the last two FRP's.

d. Last bid date: 08/15/2003 Anticipated re-bid date: 08/15/2012

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:

Work for NDOW on this system and NDOW's separate system for hunting and fishing licenses and other NDOW operating information. Performance: Satisfactory.

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

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

Not Applicable

14. The contractor is 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	mkrumena	09/29/2011 14:26:08 PM
Division Approval	mkrumena	09/29/2011 14:26:11 PM
Department Approval	mkrumena	09/29/2011 14:26:14 PM
Contract Manager Approval	mkrumena	09/29/2011 14:26:16 PM
Budget Analyst Approval	kkolbe	10/05/2011 08:47:07 AM

Team Lead Approval
BOE Agenda Approval

jmurph1
jmurph1

10/06/2011 10:44:45 AM
10/06/2011 10:44:50 AM



BRIAN SANDOVAL
GOVERNOR

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

See #8
Purchasing Use Only:
110910

GREG SMITH
Purchasing Administrator

SOLICITATION WAIVER REQUEST FORM

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

Nevada Department of Wildlife
Primary Contact: Patrick Cates, Deputy Director Admin Services
1100 Valley Road, Reno, Nevada 89512
775-688-1982
pcates@ndow.org

- b. Vendor contact information:

SEP 22 2011

Systems Consultants
Primary Contact: Don Sefton
448 West Williams Avenue, Fallon, Nevada 89406
775-423-1345
dsefton@sci-nevada.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 administering and processing of Application Hunts and Return Cards for the Department of Wildlife, using the automated system created by Systems Consultants, Inc. to meet NDOW's specifications.

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

System Consultants was the only vendor to submit a proposal during the last two RFP's. The last RFP was done in 2004. At that time because Systems Consultants was again the only vendor to apply, the Budget Office suggested that NDOW create a contract with an option to renegotiate every two years until December 2013.

Since the inception of the contract, the Application Hunt system has evolved significantly because of new legislation, Nevada Wildlife Board Commission policy, and the splitting up of NDOW's budget resulting in the addition of several new budget accounts as required by legislature in 2009 (effective for SFY 2012). Systems Consultants has been able to help NDOW meet these demands and help the agency as well as the Governor's office avoid political fallout associated with what essential is a politically sensitive process - the awarding and processing of hunting licenses. While today SCI may not be the only vendor that could do this work, they are a professional service organization with the qualifications and experience that uniquely fit the past and current demands placed on the Application Hunt system.

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

The last two-year renegotiation called for in the contract associated with the 2004 RFP is slated for the November BOE meeting and would cover the period from December 2011 to December 2013. Notwithstanding SAM 0338's concerning re-bidding, the BOE has approved the four previous amendments extending the contract term. NDOW was aware of the changes brought about by AB 240, but the agency was not aware that Budget and Purchasing might apply such a stricter approach to a contract entered into in 2003 with an explicit provision for re-negotiated extensions through December 2013. NDOW could not foresee that the outcome in this instance might be different from the four previous amendments approved by BOE.

NDOW agrees that these services should be put out to bid again and will work with Purchasing to establish a timetable for the next RFP. However, beginning the RFP process now means that the current contract would expire December 2011, before a new contract could be put in place. Given the political nature of the hunts system, the over \$6.5 million dollars it processes annually, the approximately \$14 million in federal revenues it helps generate and the huge amount of tourism dollars that hunting brings to the State, stopping all operations in December would not be fiscally or politically prudent.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

If this professional services waiver request were to be denied the current contract would expire December 2011. Given the political nature of the hunts system, the over \$6.5 million dollars it processes annually, the approximately \$14 million in federal revenues it helps generate and the huge amount of tourism dollars that hunting brings to the State, interrupting the operation of the system would be both politically and fiscally disastrous not only for NDOW but realistically to the State of Nevada.

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.

While there are vendors for these services, Systems Consultants was the only vendor to apply during the last two RFPs.

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

The terms of each of the amendments – and of the proposed current amendment – resulted from serious negotiations between NDOW and SCI.

*8.

What is the estimated value and length of the contract, amendment or request? *Two years.* 1 year only

a. New contract Y N

b. Amendment Y N Amendment No. 5

{provide copy of previous waiver(s)}

Note:

Waiver of procurement limited to 1 year; Purchasing approves extension of existing contracts for 1 year to allow sufficient time to facilitate the RFP process. Please contact Purchasing to initiate the process ASAP.

Nevada Department of Wildlife hereby requests approval for

Systems Consultants
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>Michael Krunt</i>	9/19/2011
Agency Representative Initiating Request	Date
X <i>J. DeWitt</i>	1/17/2011
Agency Head Authorizing Request	Date

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

Signed:

X	N/A	
Reviewing Agency/Entity Signature		Date

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

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

Approving Authority:

Sec. limitation in Sec 8	
x <i>[Signature]</i>	9/19/11
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: **12682**

Agency Name: **WILDLIFE**

Agency Code: **702**

Appropriation Unit: **4461-13**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **Roger Kubeck**

Contractor Name: **Roger Kubeck**

Address: **d/b/a Roger's Air Service
1631 Nansue Lane**

City/State/Zip: **Minden, NV 89423**

Contact/Phone: **null775-790-0366**

Vendor No.:

NV Business ID: **NV20111207838**

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

Agency Reference #: **12-12**

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 Applicable

3. Termination Date: **11/07/2013**

Contract term: **2 years and 7 days**

4. Type of contract: **Contract**

Contract description: **Fixed Wing Pilot**

5. Purpose of contract:

This is a new contract to provide a limited number of hours of fixed-wing aircraft pilot services for wildlife surveys and transportation of personnel and equipment for the Nevada Department of Wildlife (NDOW). Transportation services allow NDOW biologists and others to perform their tasks as needed throughout Nevada's expansive territory. The contractor will also provide repair and maintenance service for NDOW's fixed-wing aircraft.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$13,000.00**

Other basis for payment: \$65/hour flight time; \$40/hour for shop work; \$10/hour for administrative work; per diem at GSA rates

II. JUSTIFICATION

7. What conditions require that this work be done?

Often both of NDOW's pilots (who are qualified as both helicopter and fixed-wing pilots) will have helicopter piloting commitments at the same time a fixed-wing mission must occur. For the last several years, having a contracted fixed-wing pilot has given the agency the needed flexibility to accomplish time-sensitive survey flights by fixed-wing aircraft and helicopter simultaneously.

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

NDOW has three aircraft but only two pilot employees. Frequently all three aircraft are needed to be in use at the same time. A contractor hired for a limited number of hours (less than 200 hours over two years) is the best and most practical solution to this problem.

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?

Four proposals were solicited; only two solicitations received a response. Mr. Kubeck had the lowest hourly bid and met all NDOW's qualifications.

d. Last bid date: 08/13/2011 Anticipated re-bid date: 08/01/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

[Empty text box]

15. a. Is the Contractor 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	mkrumena	09/29/2011 12:57:15 PM
Division Approval	mkrumena	09/29/2011 12:57:18 PM
Department Approval	mkrumena	09/29/2011 12:57:21 PM
Contract Manager Approval	mkrumena	09/29/2011 12:57:24 PM
Budget Analyst Approval	kkolbe	10/05/2011 14:11:23 PM
Team Lead Approval	jmurph1	10/06/2011 10:47:22 AM
BOE Agenda Approval	jmurph1	10/06/2011 10:47:25 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: **12776**

Agency Name: DIVISION OF WATER RESOURCES	Legal Entity Name: Associated Underwater Services, Inc.
Agency Code: 705	Contractor Name: Associated Underwater Services, Inc.
Appropriation Unit: 4171-15	Address: 3901 E. Ferry Avenue
Is budget authority available?: Yes	City/State/Zip: Spokane, WA 99202
If "No" please explain: Not Applicable	Contact/Phone: Mae Graybeal 509-533-6500
	Vendor No.:
	NV Business ID: NV20031493576
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	40.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	60.00 %	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 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **242 days**

4. Type of contract: **Contract**

Contract description: **South Fork Divers**

5. Purpose of contract:

This is a new emergency contract to have divers inspect the outlet works of South Fork Dam to determine the location and repair a hydraulic leak.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$58,100.00**

Payment for services will be made at the rate of \$58,100.00 per lump sum

Other basis for payment: the cost will be a minimum of \$37,000 up to a maximum of \$58,100.

II. JUSTIFICATION

7. What conditions require that this work be done?

This is an emergency situation wherein during routine maintenance at South Fork Dam that we had leaks in the hydraulic system which open and close the sluice gates. The inoperability of the gates is a public safety concern. At this time South Fork Dam is severely limited in its emergency response capabilities.

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 and equipment to provide this service.

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

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

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

June and September of 2010 for the Division of Water Resources and the service provided was satisfactory.

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

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

Not Applicable

14. The contractor is 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	bkordono	10/20/2011 16:40:07 PM
Division Approval	bkordono	10/20/2011 16:40:10 PM
Department Approval	bkordono	10/20/2011 16:40:12 PM
Contract Manager Approval	bkordono	10/20/2011 16:40:14 PM
Budget Analyst Approval	jrodrig9	10/25/2011 12:14:03 PM
Team Lead Approval	cwatson	10/25/2011 13:15:40 PM
BOE Agenda Approval	cwatson	10/25/2011 13:15:45 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12718**

Agency Name: **FORESTRY DIVISION**
Agency Code: **706**
Appropriation Unit: **4196-10**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **MCTURBINE INC**
Contractor Name: **MCTURBINE INC**
Address: **1902 HOLLY RD**
City/State/Zip: **CORPUS CHRISTI, TX 78417**
Contact/Phone: **Andrea Satterfield 361/851-1290**
Vendor No.: **PUR0002494**
NV Business ID: **NV20111428347**

To what State Fiscal Year(s) will the contract be charged? **2012-2016**

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

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

Agency Reference #: **NDF12-005**

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 Applicable

3. Termination Date: **10/31/2015**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Helicopter Eng Repair**

5. Purpose of contract:

This is a new contract for helicopter engine repair services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$250,000.00**

Payment for services will be made at the rate of \$85.00 per hour

Other basis for payment: \$127.50/hr for after hours, weekend, holiday and emergency repair; Parts/consumables at 35% below Honeywell listed prices

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Division of Forestry (NDF) operates three UH-1H surplus military helicopters for state wild-land fire protection. The FAA requires that all aircraft be under a maintenance program to insure air worthiness. Under this requirement and working with the manufacturer, an engine overhaul schedule has been established to repair or replace major components prior to failure. This contract will provide quicker turnaround on repairs associated with its Honeywell/Lycoming T53 Series helicopter engines, resulting in a higher percentage of aircraft available throughout the fire season.

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

NDF employees do not have the expertise and/or training to perform the type of repair work required by this contract.

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?

McTurbine was chosen over the other vendors based on evaluation scores.
Cappsco was originally awarded the Letter of Intent but withdrew their proposal. McTurbine was the vendor with the next highest score.

d. Last bid date: Anticipated re-bid date: 04/02/2015

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?

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	ssisco	10/05/2011 08:48:18 AM
Division Approval	ssisco	10/05/2011 08:48:21 AM
Department Approval	ssisco	10/05/2011 08:48:24 AM
Contract Manager Approval	ldunn	10/05/2011 08:50:56 AM
Budget Analyst Approval	cglover	10/06/2011 10:11:12 AM
Team Lead Approval	jmurph1	10/07/2011 10:18:44 AM
BOE Agenda Approval	jmurph1	10/07/2011 10:18:48 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: **12423** Amendment Number: **1**

Agency Name: **ENVIRONMENTAL PROTECTION** Legal Entity Name: **BOARD OF REGENTS-UNR**

Agency Code: **709** Contractor Name: **BOARD OF REGENTS-UNR**

Appropriation Unit: **3193-06** Address: **UNR CONTROLLERS OFFICE**

Is budget authority available?: **Yes** City/State/Zip: **RENO, NV 89557-0025**

If "No" please explain: Not Applicable Contact/Phone: null775/784-4062

Vendor No.: D35000816

NV Business ID: Governmental Entity

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 12-006

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/12/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 323 days**

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

Contract description: **Analysis of Water**

5. Purpose of contract:

This is the first amendment to the original Interlocal Agreement, which provides for water testing services to include water analysis, sediment and biota sampling and biological condition testing. This amendment extends the termination date from December 31, 2011 to June 30, 2015 and increases the maximum amount from \$9,500 to \$480,000 to continue needed water analyzes services in accordance with revised projections.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,500.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$470,500.00
4. New maximum contract amount:	\$480,000.00
and/or the termination date of the original contract has changed to:	06/30/2015

II. JUSTIFICATION

7. What conditions require that this work be done?

Pursuant to ?106 of the Clean Water Act and 40 CFR 130.4(a) Nevada must establish appropriate monitoring methods and procedures necessary to characterize the quality of waters in the State. The U.S. Environmental Protection Agency provides CWA ?106 funds to Nevada to carry out the monitoring program.

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

Nevada Division of Environmental Protection does not have the laboratory facilities necessary to analyze the water samples.

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal contract -

The Nevada State Public Health Laboratory (NSPHL) is the recognized laboratory for the State of Nevada. Nevada Division of Environmental Protection has another ongoing contract with NSPHL for sample analysis.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

The Nevada State Public Health Laboratory has always been the laboratory for the Nevada of Environmental Protection, Bureau of Water Quality Planning. Work is Satisfactory.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	randrews	09/06/2011 14:28:53 PM
Division Approval	ksertic	09/06/2011 15:04:23 PM
Department Approval	ksertic	09/06/2011 15:04:30 PM
Contract Manager Approval	sneudaue	09/06/2011 15:07:58 PM
Budget Analyst Approval	jrodrig9	09/25/2011 15:45:09 PM
Team Lead Approval	cwatson	10/07/2011 11:25:31 AM
BOE Agenda Approval	cwatson	10/07/2011 11:25:35 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12617**

Agency Name:	INDUSTRIAL RELATIONS DIV	Legal Entity Name:	REGENTS OF THE UNIVERSITY OF CA
Agency Code:	742	Contractor Name:	REGENTS OF THE UNIVERSITY OF CA
Appropriation Unit:	4682-30	Address:	9500 GILMAN DR # 0176H
Is budget authority available?:	Yes	City/State/Zip:	LA JOLLA, CA 92093
If "No" please explain:	Not Applicable	Contact/Phone:	SCOTT MACKAY 858-534-9279
		Vendor No.:	T81071574A
		NV Business ID:	NV19591000204

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 % WORKERS COMPENSATION AND SAFETY FUND

Agency Reference #: 742

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **11/08/2011**

Anticipated BOE meeting date 10/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **11/08/2013**Contract term: **2 years and 1 day**4. Type of contract: **Interlocal Agreement**Contract description: **SAFETY TRAINING**

5. Purpose of contract:

This is a new contract to secure specialized formal training for compliance officers and supervisors assigned to the Nevada Occupational Safety and Health Administration (OSHA) at the Henderson and Reno District Offices. The University of California San Diego Extension, an OSHA Training Institute Education Center, will provide advanced technical courses on safety and health subjects that are intended to increase and maintain staff knowledge and ability to handle more complex or difficult assignments.

6. NEW CONTRACT

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

Other basis for payment: Cost of class is negotiable based on the length and number of students

II. JUSTIFICATION

7. What conditions require that this work be done?

Compliance staff needs continuing professional development to enhance their skills, maintain competency, and to keep up with regulatory changes. Reference NRS 618.215 and TED 01-00-018 attached.

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

OSHA courses are specialized courses for compliance officers and they are not available through our agency or other state agencies.

9. Were quotes or proposals solicited?

No

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

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

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

NV(OSHA) has a very good working relationship with UCSD. They have very highly qualified and knowledgeable instructors. They provide director's discount of 20%. They are responsive to and understand our needs as a regulatory agency and they provide a broad range of courses. They also provide continuing education units for some classes.

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	lhemovic	09/08/2011 11:31:10 AM
Division Approval	lhemovic	09/08/2011 11:31:15 AM
Department Approval	jfarle1	09/28/2011 15:17:25 PM
Contract Manager Approval	pverma	09/29/2011 14:02:44 PM
Budget Analyst Approval	jmurph1	10/06/2011 10:52:37 AM
Team Lead Approval	jmurph1	10/06/2011 10:52:40 AM
BOE Agenda Approval	jmurph1	10/06/2011 10:52:43 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12721**

Agency Name: **DEPT OF MOTOR VEHICLES**
 Agency Code: **810**
 Appropriation Unit: **4722-25**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **WASHOE, COUNTY OF**
 Contractor Name: **WASHOE, COUNTY OF**
 Address: **WASHOE COUNTY HEALTH DISTRICT
 PO BOX 11130
 RENO, NV 89520-0027**
 City/State/Zip: **RENO, NV 89520-0027**
 Contact/Phone: null775/328-2510
 Vendor No.: T40283400Q
 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 11/2011

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: **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 Washoe County non-attainment areas to include but not be limited to: purchase ambient air quality monitoring equipment; provide resources for air quality travel/training; implement air pollutant mitigation measures; fund public information and outreach activities; and conduct studies and develop plans to address air quality issues and air pollution emissions.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$230,000.00**

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 employees 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 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

Washoe 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:

Grant 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

[Empty box]

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	10/04/2011 15:48:36 PM
Division Approval	csthil	10/04/2011 15:48:39 PM
Department Approval	dcook	10/04/2011 16:04:57 PM
Contract Manager Approval	hazevedo	10/04/2011 16:40:45 PM
Budget Analyst Approval	cwatson	10/07/2011 11:30:38 AM
Team Lead Approval	cwatson	10/07/2011 11:30:41 AM
BOE Agenda Approval	cwatson	10/07/2011 11:30:45 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11435	Amendment Number: 2
Agency Name: REHABILITATION DIVISION	Legal Entity Name: EH MANLEY & ASSOC
Agency Code: 901	Contractor Name: EH MANLEY & ASSOC
Appropriation Unit: 3253-10	Address: 2609 SURFWOOD DR
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: Edward H. Manley 702/838-8821
	Vendor No.: T27012004
	NV Business ID: NV20031457317

To what State Fiscal Year(s) will the contract be charged? **2011-2015**

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprises Set Aside

Agency Reference #: 1568-12-BEN

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2010**
 Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2012**
 Contract term: **3 years and 334 days**

4. Type of contract: **Contract**
 Contract description: **Food Safety Classes**

5. Purpose of contract:
This is the second amendment to the original contract, which provides for the instruction, testing, retesting, certification, and recertification in Servsafe and certified professional food handling classes for personnel working in kitchens at various Business Enterprises of Nevada sites throughout southern Nevada. This amendment is to increase the number of students per fiscal year from 25 to 30; increase the cost per student from \$95 to \$215; eliminate cost per class; increase the number of classes; extend the termination date from July 31, 2012 to July 31, 2014; and increase the maximum amount from \$9,550 to \$22,885 due to an increase in students, increased cost per student, and extension of the contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,550.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$13,335.00
4. New maximum contract amount:	\$22,885.00
and/or the termination date of the original contract has changed to:	07/31/2014

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:

State employees do not have the expertise or knowledge in the instruction and certification of food safety.

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?

E.H. Manley and Associates was the only respondent to this solicitation and has taught these classes for the Business Enterprises of Nevada program in the past and has performed satisfactorily.

d. Last bid date: 06/25/2010 Anticipated re-bid date: 05/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

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

No

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

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

Not Applicable

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

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

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

No If "Yes", please explain

Not Applicable

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

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

This vendor has been under contract with the Department of Employment, Training and Rehabilitation, Rehabilitation Division since 2010 and performance has been satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	09/13/2011 13:28:36 PM
Division Approval	mcol1	09/13/2011 16:16:29 PM
Department Approval	tnash	09/21/2011 10:15:49 AM
Contract Manager Approval	bfor1	09/21/2011 11:17:40 AM
Budget Analyst Approval	knielsen	09/29/2011 08:20:20 AM
Team Lead Approval	cwatson	10/07/2011 11:22:06 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: **12586**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: HELIX ELECTRIC OF NEVADA LLC
Agency Code: 901	Contractor Name: HELIX ELECTRIC OF NEVADA LLC
Appropriation Unit: 3253-10	Address: DBA HELIX ELECTRIC
Is budget authority available?: Yes	3078 E SUNSET RD STE 9
If "No" please explain: Not Applicable	City/State/Zip: LAS VEGAS, NV 89120-2787
	Contact/Phone: EARL WARD 702/732-1188
	Vendor No.: T29009202
	NV Business ID: NV20011076993
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 % Business Enterprises Set Aside

Agency Reference #: **1675-15-BEN**

2. Contract start date:

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

Anticipated BOE meeting date **11/2011**

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: **Electrical Service**

5. Purpose of contract:

This is a new contract to provide regular and emergency electrical,installations, repairs and maintenance services for all needed projects at all 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 at a cost \$70/hr for standard work hours from 7:00 a.m. to 3:30 p.m., Monday-Friday and \$105/hr for non-standard work hours, emergency repairs, weekends and holidays. Costs for parking at the Hoover Dam will be reimbursed upon approval of submitted parking receipts. A trip charge will be reimbursed at the State rate not to exceed \$30/round trip to the Hoover Dam sites. Payment will be made upon approval of submitted invoice with the total not to exceed \$50,000 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?

This solicitation was sent to six known vendors. This vendor was the only respondent to the solicitation and the vendor submitted a responsible proposal.

d. Last bid date: 07/21/2011 Anticipated re-bid date: 07/21/2015

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 was under contract with the Department of Corrections in 2009 and again with the State Public Works Board. 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	08/30/2011 13:14:40 PM
Division Approval	mcol1	09/22/2011 14:34:47 PM
Department Approval	tnash	09/27/2011 09:27:43 AM
Contract Manager Approval	tnash	09/27/2011 09:27:46 AM
Budget Analyst Approval	knielsen	09/29/2011 09:39:18 AM
Team Lead Approval	cwatson	10/07/2011 11:23:45 AM
BOE Agenda Approval	cwatson	10/07/2011 11:23:49 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12608**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: **RAKEMAN PLUMBING INC**Contractor Name: **RAKEMAN PLUMBING INC**Address: **4075 LOSEE RD**City/State/Zip: **NORTH LAS VEGAS, NV 89030-3301**

Contact/Phone: Tom Elliott 702/642-8553

Vendor No.: T80980572

NV Business ID: NV19901008089

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 % Business Enterprises Set Aside

Agency Reference #: 1677-15-BEN

2. Contract start date:

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

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **10/31/2015**Contract term: **4 years**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 projects at 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 \$95/hr for standard work hours, 24 hours per day, 7 days per week, and \$130/hr for holidays. 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 the 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 2007 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:

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	08/30/2011 13:18:59 PM
Division Approval	mcol1	09/30/2011 08:11:35 AM
Department Approval	tnash	10/05/2011 11:08:19 AM
Contract Manager Approval	bfor1	10/05/2011 12:01:18 PM
Budget Analyst Approval	cwatson	10/10/2011 13:27:40 PM
Team Lead Approval	cwatson	10/10/2011 13:27:45 PM
BOE Agenda Approval	cwatson	10/10/2011 13:27:49 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12697**

Agency Name: **EMPLOYMENT SECURITY DIVISION**
 Agency Code: **902**
 Appropriation Unit: **4770-11**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-CSN**
 Contractor Name: **BOARD OF REGENTS-CSN**
 Address: **CSN CONTROLLERS OFFICE**
3200 E CHEYENNE AVE
 City/State/Zip: **NORTH LAS VEGAS, NV 89030**
 Contact/Phone: null702/651-4344
 Vendor No.: D35000800
 NV Business ID: Government Entity

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

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

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

Agency Reference #: PY11-GR-CSN

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: **06/30/2012**Contract term: **242 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice training**

5. Purpose of contract:

This is a new interlocal agreement to provide additional funds to support the College of Southern Nevada's Apprenticeship Program. The program provides training to eligible participants in several fields such as electrical, plumbing, and carpentry.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$385,021.00**

Other basis for payment: State will process payment when requests for funds from CSN is received and approved by the department, normally once a month, with the total contract amount not to exceed \$385,021 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislative session the source of additional funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget.

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

The division does not employ staff who are qualified to operate an apprenticeship program.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Interlocal agreement

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	tmyler	09/29/2011 14:08:26 PM
Division Approval	tnash	10/05/2011 11:10:38 AM
Department Approval	tnash	10/05/2011 11:13:23 AM
Contract Manager Approval	bfor1	10/05/2011 11:43:18 AM
Budget Analyst Approval	jrodrig9	10/07/2011 14:37:00 PM
Team Lead Approval	cwatson	10/10/2011 13:34:07 PM
BOE Agenda Approval	cwatson	10/10/2011 13:34:11 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12695**

Agency Name: **EMPLOYMENT SECURITY DIVISION**
 Agency Code: **902**
 Appropriation Unit: **4770-11**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-TMCC**
 Contractor Name: **BOARD OF REGENTS-TMCC**
 Address: **TMCC CONTROLLERS OFFICE**
7000 DANDINI BLVD
 City/State/Zip: **RENO, NV 89512-3999**
 Contact/Phone: null775/673-7155
 Vendor No.: D35000812
 NV Business ID: Government Entity

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

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

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

Agency Reference #: PY11-GR-TMCC

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: **06/30/2012**Contract term: **242 days**4. Type of contract: **Interlocal Agreement**Contract description: **Apprentice training**

5. Purpose of contract:

This is a new interlocal agreement to provide additional funds to support the Truckee Meadows Community College's Apprenticeship Program. The program provides training to eligible participants in several fields such as electrical, plumbing, and carpentry.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,230.00**

Other basis for payment: State will process payment when request for funds from TMCC is received and approved by the Department, normally once a month, with the total contract amount not to exceed \$66,230 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

During the 2011 Nevada Legislative session the source of additional funding for apprenticeship programs was moved from the Department of Education to DETR in the Governor's budget.

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

The division does not employ staff who are qualified to operate an apprenticeship program.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

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

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Interlocal agreement

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	tmyler	09/29/2011 14:09:43 PM
Division Approval	tnash	10/05/2011 11:09:54 AM
Department Approval	tnash	10/05/2011 11:09:56 AM
Contract Manager Approval	bfor1	10/05/2011 11:46:17 AM
Budget Analyst Approval	jrodrig9	10/07/2011 14:39:04 PM
Team Lead Approval	cwatson	10/10/2011 13:35:06 PM
BOE Agenda Approval	cwatson	10/10/2011 13:35:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **12675**

Agency Name: **EMPLOYMENT SECURITY DIVISION**
 Agency Code: **902**
 Appropriation Unit: **4770-13**

Is budget authority available?: **No**

If "No" please explain: Approval of this contract is contingent upon approval of work program C22436 pending IFC approval at the October 25, 2011 meeting.

Legal Entity Name: DEPARTMENT OF CORRECTIONS
 Contractor Name: **DEPARTMENT OF CORRECTIONS**
 Address: **ATTN PAM BABB ADMINISTRATION
 PO BOX 7011
 CARSON CITY, NV 89702-7011**
 City/State/Zip: **CARSON CITY, NV 89702-7011**
 Contact/Phone: Dawn Rosenberg 775-887-3219

Vendor No.: D44000026
 NV Business ID: Governmental Entity

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

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

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

Agency Reference #: PY11-PRIDE-NDOC

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: **06/30/2012**Contract term: **242 days**4. Type of contract: **Interlocal Agreement**Contract description: **Prison Re-entry**

5. Purpose of contract:

This is a new intrastate interlocal agreement to provide the Purpose, Respect, Integrity, Determination, and Excellence (PRIDE) Program which will provide pre-release and post-release assistance to inmates and felons through a holistic program. The program incorporates intensive case management, transitional housing, employment training and placement, life skills training, mental health services, substance and drug abuse counseling, mentoring, and other comprehensive transitional services. The Nevada Department of Corrections will oversee all aspects of the project and coordinate with service providers to ensure a seamless transition, participate in coalitions and advisory groups that relate to overcoming barriers to prisoner re-entry, and refer a sufficient number of post-release individuals to selected identified service providers to meet the condition of program participation.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$231,418.00**

Other basis for payment: The Nevada Department of Corrections (NDOC) agrees to provide services at a cost of \$64,000 (\$8,000/month) for office space and \$167,418 (approx \$20,927.25/month) for on-site work readiness training and vocational training development. Payments to be made upon approval of the request for funds from NDOC, normally once a month, with the total contract amount not to exceed \$231,418. These funds represent Program Year 2011 Wagner-Peyser 7-B funds administered by the State of Nevada, Department of Employment, Training, and Rehabilitation, Employment Security Division.

II. JUSTIFICATION

7. What conditions require that this work be done?

The State needs to provide specialized service to prison inmates and felons because of the high recidivism rates pursuant to the federal Wagner-Peyser Act, Section 7(b)(2) of the Workforce Investments Act of 1998.

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

The department does not have employees who can provide on-site inmate support to assist this organization with workforce system capacity building activities.

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?

Intrastate Interlocal agreement.

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	rolso1	09/22/2011 11:30:49 AM
Division Approval	tnash	10/05/2011 11:05:56 AM
Department Approval	tnash	10/05/2011 11:05:58 AM
Contract Manager Approval	bfor1	10/10/2011 11:27:41 AM
Budget Analyst Approval	knielsen	10/10/2011 12:02:00 PM
Team Lead Approval	cwatson	10/10/2011 13:39:11 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: **12687**

Agency Name: DEFERRED COMPENSATION	Legal Entity Name: Arnerich Massena
Agency Code: 920	Contractor Name: Arnerich Massena
Appropriation Unit: 1017 - All Categories	Address: 2045 NE Martin Luther King Jr.
Is budget authority available?: Yes	City/State/Zip: Portland, OR 97212
If "No" please explain: Not Applicable	Contact/Phone: null503-239-0475
	Vendor No.:
	NV Business ID: NV20111146731
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 % Vendor reimbursements

Agency Reference #: 1017

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 Applicable

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

Contract term: **3 years and 61 days**

4. Type of contract: **Contract**

Contract description: **SERV OF IND CONTRACT**

5. Purpose of contract:

This is a new contract to provide quarterly investment reports for over \$550 million in participant assets, conduct biannual regulatory reviews to ensure compliance with federal law, and review and evaluate the service provider RFP.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: compliance review and service provided RFP are billed in full upon completion of project.

II. JUSTIFICATION

7. What conditions require that this work be done?

The committee oversees over \$550 million of participant defined contribution retirement funds and the adviser is a contractual co-fiduciary which provides investment and regulatory expertise to assist the committee in fulfilling its fiduciary duties.

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

No employee has the required level of knowledge or expertise

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

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

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

b. Solicitation Waiver: **Not Applicable**

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

The contractor has a competitive fee structure, extensive experience in advising governmental 457(b) plans with over \$1 billion in plan assets, advanced analytics to assist the committee in plan design and a commitment to reduce participant's costs through the service provided RFP or forfeit half its \$75,000 fee.

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	10/27/2011 08:51:39 AM
Division Approval	dgrimm	10/27/2011 08:51:42 AM
Department Approval	dgrimm	10/27/2011 08:51:45 AM
Contract Manager Approval	dgrimm	10/27/2011 09:10:03 AM
Budget Analyst Approval	leaston	10/27/2011 09:11:37 AM
Team Lead Approval	jteska	10/27/2011 11:09:31 AM
BOE Agenda Approval	jteska	10/27/2011 11:09:35 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11389** Amendment Number: **3**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **COMTECH COMMUNICATIONS SYSTEMS**

Agency Code: **MSA** Contractor Name: **COMTECH COMMUNICATIONS SYSTEMS**

Appropriation Unit: **9999 - All Categories** Address: **Comtech Business Systems, Inc. 4330 W DESERT INN E**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89102**

If "No" please explain: **Not Applicable** Contact/Phone: **Thomas Holdmann 702-221-9221**

Vendor No.: **T80964365**

NV Business ID: **NV19911016899**

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Various

Agency Reference #: **RFP 1648**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**Anticipated BOE meeting date **11/2011**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **12/31/2011**Contract term: **5 years and 1 day**4. Type of contract: **MSA**Contract description: **Wiring, Cabling, Fib**

5. Purpose of contract:

This is the third amendment to the original contract, which provides communications wiring, cabling, and fiber installation for State agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$400,000.00 to \$500,000.00, allowing the State sufficient time to complete the RFP process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$400,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$500,000.00
and/or the termination date of the original contract has changed to:	12/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to install communications wiring, cabling and fiber.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

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

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The WCCI RFP was a multiple awarded contract. This contractor was one of three chosen for the Clark County area. Comtech was one of the three contractors with the highest evaluation score for the Clark areal.

d. Last bid date: 08/23/2007 Anticipated re-bid date: 07/21/2012

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Purchasing - quality of service was satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?
 Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?
 Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?
 Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	09/20/2011 16:10:42 PM
Division Approval	kperondi	09/20/2011 16:10:45 PM
Department Approval	ktarter	09/21/2011 14:04:54 PM
Contract Manager Approval	mmars1	10/06/2011 15:40:18 PM
DoIT Approval	bbohm	10/07/2011 09:59:00 AM
Budget Analyst Approval	csawaya	10/10/2011 09:45:30 AM
Team Lead Approval	jmurph1	10/10/2011 13:57:02 PM
BOE Agenda Approval	jmurph1	10/10/2011 13:57:08 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: **11390** Amendment Number: **3**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **CONWAY COMMUNICATIONS INC**

Agency Code: **MSA** Contractor Name: **CONWAY COMMUNICATIONS INC**

Appropriation Unit: **9999 - All Categories** Address: **3370 EXECUTIVE POINTE WAY, #40**

Is budget authority available?: **Yes** City/State/Zip: **CARSON CITY, NV 89706**

If "No" please explain: **Not Applicable** Contact/Phone: **John Compston 775/883-6610**

To what State Fiscal Year(s) will the contract be charged? **2008-2013** Vendor No.: **PUR0001876**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources. NV Business ID: **NV19901023176**

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP 1648**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date **11/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2011**

Contract term: **5 years and 1 day**

4. Type of contract: **MSA**

Contract description: **Wiring, Cabling, Fib**

5. Purpose of contract:

This is the third amendment to the original contract, which provides communications wiring, cabling and fiber installation for State agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$800,000.00 to \$900,000.00, allowing the State sufficient time to complete the RFP process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$800,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$900,000.00
and/or the termination date of the original contract has changed to:	12/31/2012

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to install communications wiring, cabling and fiber.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The WCCI RFP was a multiple awarded contract. Conway was the highest scoring vendor for northern Nevada.

d. Last bid date: 08/23/2007 Anticipated re-bid date: 07/21/2012

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Purchasing division - rating is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	kperondi	09/20/2011 16:23:52 PM
Division Approval	kperondi	09/20/2011 16:23:55 PM
Department Approval	ktarter	09/21/2011 14:05:42 PM
Contract Manager Approval	mmars1	10/06/2011 15:41:42 PM
DoIT Approval	bbohm	10/07/2011 09:59:40 AM
Budget Analyst Approval	csawaya	10/10/2011 09:40:24 AM
Team Lead Approval	jmurph1	10/10/2011 13:54:38 PM
BOE Agenda Approval	jmurph1	10/10/2011 13:54:44 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: **CONV5471** Amendment Number: **3**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **Diversified Communications Sol**

Agency Code: **MSA** Contractor Name: **Diversified Communications Sol**

Appropriation Unit: **9999 - All Categories** Address: **utions Inc.**

Is budget authority available?: **Yes** City/State/Zip: **2721 Losee Road Suite G**

If "No" please explain: **Not Applicable** Contact/Phone: **North Las Vegas, NV 89030**

Vendor No.: **Cheryl Hickman 7023126126**

NV Business ID: **T29007768**

To what State Fiscal Year(s) will the contract be charged? **2008-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2008**

Anticipated BOE meeting date **11/2011**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2011**

Contract term: **5 years and 1 day**

4. Type of contract: **MSA**

Contract description: **Computer Related Services**

5. Purpose of contract:

This is the third amendment to the original contract, which provides communications wiring, cabling, and fiber installation for State agencies in the Clark County area. This amendment extends the termination date from December 31, 2011 to December 31, 2012 and increases the maximum amount from \$500,000.00 to \$600,000.00, allowing the State sufficient time to complete the RFP process.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$500,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$100,000.00
4. New maximum contract amount:	\$600,000.00

and/or the termination date of the original contract has changed to: **12/31/2012**

II. JUSTIFICATION

7. What conditions require that this work be done?

State agencies do not have the expertise to install communications wiring, cabling and fiber.

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 staffing capacity, technical expertise or resources to fulfill this work requirement.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The WCCI RFP was a multiple awarded contract. This contractor was one of three chosen for the Clark County area. DCSI was one of the three contractors with the highest evaluation score for the Clark area.

d. Last bid date: 08/23/2007 Anticipated re-bid date: 07/21/2012

10. Does the contract contain any IT components? Yes

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Purchasing Division has had them under contract for the last three years; their performance has been rated satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLC

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	09/21/2011 12:10:57 PM
Division Approval	kperondi	09/21/2011 12:11:00 PM
Department Approval	ktarter	09/21/2011 14:06:31 PM
Contract Manager Approval	mmars1	10/06/2011 15:41:07 PM
DoIT Approval	bbohm	10/07/2011 09:59:22 AM
Budget Analyst Approval	csawaya	10/10/2011 09:37:01 AM
Team Lead Approval	jmurph1	10/10/2011 13:58:54 PM
BOE Agenda Approval	jmurph1	10/10/2011 13:58:58 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV3473** Amendment Number: **6**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **AT&T Mobility National Accts LLC dba AT&T Mobility**

Agency Code: **MSA** Contractor Name: **AT&T Mobility National Accts LLC dba AT&T Mobility**

Appropriation Unit: **9999 - All Categories** Address: **7229 Parkway Drive**

Is budget authority available?: **Yes** City/State/Zip: **Hanover, MD 21076**

If "No" please explain: **Not Applicable** Contact/Phone: **Roland Saenz 949-838-8200**

Vendor No.: **T32000147**

NV Business ID: **NV19991079179**

To what State Fiscal Year(s) will the contract be charged? **2007-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	100.00 % Various

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/10/2006**

Anticipated BOE meeting date 11/2011

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **10/31/2012**

Termination Date:

Contract term: **6 years and 265 days**4. Type of contract: **Contract**Contract description: **Communications and Media Related Services**

5. Purpose of contract:

This is the sixth amendment to the original contract, which provides wireless communication services and equipment. This amendment extends the termination date from October 31, 2012 to June 30, 2013 for Federal E-Rate program participants only and increases the maximum amount from \$2,000,000 to \$3,000,000 to allow continued use of the contract until a new contract is executed.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,000,000.00
4. New maximum contract amount:	\$3,000,000.00
and/or the termination date of the original contract has changed to:	06/30/2013

II. JUSTIFICATION

7. What conditions require that this work be done?

Contract is for agencies to easily obtain their wireless communication needs.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State agencies or employees do not have the ability or the resources to provide wireless services or equipment.

9. Were quotes or proposals solicited?

Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. If yes, list the names of vendors that submitted proposals:

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Upon thorough review and evaluation of technical and cost proposals, this vendor was one of four selected and highest scored by the evaluation committee.

d. Last bid date: 10/09/2001 Anticipated re-bid date: 10/31/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a consultant that is providing an opinion or advice as defined in S.A.M. Chapter 300? (S.A.M. states "a consultant is a person that provides information, an opinion, or advice for a fee")

No

b. Is the contractor a current employee of the State of Nevada?

No If "Yes", is contractor planning to render services while on annual leave, compensatory time, sick leave, or on his own time? (Please explain)

Not Applicable

c. Was the contractor formerly employed by the State of Nevada within the past one (1) year?

No If "Yes", please provide employment termination date.

d. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Contractor is currently engaged under contract for use by all State agencies. Quality of service is satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is 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	09/14/2011 15:41:34 PM
Division Approval	kperondi	09/14/2011 15:41:38 PM
Department Approval	kperondi	09/14/2011 15:41:41 PM
Contract Manager Approval	tsmit2	09/15/2011 08:40:06 AM
Budget Analyst Approval	csawaya	09/19/2011 16:26:49 PM
Team Lead Approval	jmurph1	10/03/2011 14:51:43 PM
BOE Agenda Approval	jmurph1	10/03/2011 14:52:12 PM