

POST

*** NOTICE OF PUBLIC MEETING ***

BOARD OF EXAMINERS

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

VIDEOCONFERENCE: Grant Sawyer State Office Building
555 E. Washington Avenue, Ste. 5100
Las Vegas, Nevada

DATE AND TIME: September 11, 2012 at 3:00 p.m.

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

AGENDA

1. PUBLIC COMMENTS
- *2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 14, 2012 BOARD OF EXAMINERS’ MEETING MINUTES
- *3. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL
 - A. The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **2000 – Nevada State Library and Archives.**

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

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

A. STATE OF NEVADA – \$7,250,000

The State of Nevada and Washoe County desire to settle a dispute that exists between them regarding the refund of certain taxes in the amount of \$1.25 million in immediate payment and \$6 million in the form of funding for major road maintenance projects in Washoe County.

B. DEPARTMENT OF ADMINISTRATION – \$274,443

The Department requests settlement approval in the amount of \$274,443 pertaining to a Settlement Agreement between the City of Reno, the Reno Redevelopment Agency, Washoe County, the Washoe County School District and the State of Nevada regarding the outstanding property tax increment dispute.

***5. FOR POSSIBLE ACTION – REVIEW OF A CONTRACT WITH A FORMER EMPLOYEE**

A. OFFICE OF THE STATE CONTROLLER

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Controller hereby seeks a favorable Board of Examiner’s recommendation regarding the Controller’s determination to use the emergency provision to use a temporary services contract from August 20, 2012 to December 14, 2012 to employ a former ARRA Report & Account Officer, for four days per week during the contract period, for the purpose of providing assistance to existing staff in completing the State’s Comprehensive Annual Financial Report (CAFR). The CAFR is an essential component of the state’s financial reporting and failure to complete the report in an accurate and timely manner could result in a negative impact to the State’s bond rating.

In the past two years, there has been a twenty-three percent turnover in experienced CAFR staff. In addition, another key CAFR employee may require catastrophic leave during the CAFR preparation period. This former employee previously worked for the state for 28 years, most recently in the Controller’s Office, and at the highest level of financial responsibility.

NRS 284.1729

3. “... If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall 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.”

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Division of Enterprise IT Services	2	\$33,203
Department of Conservation and Natural Resources – Division of Forestry	2	\$519,096
Total:		\$552,299

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

A. Debra Lopez and Daniel Marks, Esq. – TC 16293
Amount of Claim - \$105,000.00

***8. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2012 REPORT**

DEPARTMENT OF ADMINISTRATION– VICTIMS OF CRIME

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 a proportional decrease in claim payments.

The fiscal year 2012 Victims of Crime Program report states all approved claims were resolved totaling \$24,255,504.52, with \$6,109,634.27 paid out of the Victims of Crime Program account and \$18,145,870.25 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.6 million to help defray crime victims’ medical costs.

***9. FOR POSSIBLE ACTION – LEASES**

BOE #	LESSEE	LESSOR	AMOUNT
1.	Department of Administration – Hearings and Appeals Division	Sierra Medical Complex Limited Partnership	\$74,214
	Lease Description: This is an extension of an existing lease which has been negotiated at current rental cost, with no increase to house the Appeals Division. Term of Lease: 05/01/2016 – 07/31/2017		
2.	Board of Psychological Examiners	Kietzke Office Complex, LLC.	\$26,675
	Lease Description: This is an extension of an existing lease which has been negotiated at current rental cost, with no increase to house the Board of Psychological Examiners. Term of Lease: 09/01/2012 – 06/30/2016		

BOE #	LESSEE	LESSOR	AMOUNT
3.	Department of Health and Human Services – Division of Child and Family Services	Nye County	\$26,640
	Lease Description: This is an extension of an existing lease which has been negotiated at current rental cost, with no increase to house the Division of Child and Family Services. Term of Lease: 09/01/2012 – 08/31/2016		
4.	Department of Health and Human Services – Mental Health Developmental Services – Rural Clinics and Regional	Bay-O-Vista Realty Company, DBA Federighi & Company	\$2,314,278
	Lease Description: This is an extension of an existing lease which has been negotiated at current rental cost, with no increase to house Mental Health Developmental Services – Rural Clinics and Regional. The total savings for the term of the lease is \$130,350. Term of Lease: 10/01/2012 – 09/30/2019		
5.	Department of Public Safety	James Terry Gust	\$9,325
	Lease Description: This is an extension of an existing lease which has been negotiated at current rental cost, with no increase to house the Department of Public Safety. Term of Lease: 10/01/2012 – 06/30/2013		

***10. FOR POSSIBLE ACTION – CONTRACTS**

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
1.	040	SECRETARY OF STATE'S OFFICE	HIGH DESERT MICROIMAGING, INC.	GENERAL	(\$13,920)	SOLE SOURCE
	Contract Description:	This is the second amendment to the original contract, which decreases the contract by \$13,918.75 to a maximum amount of \$104,689.25; eliminates the lease of scanners; and decreases the number of scanners covered for maintenance due to the need for hardware adjustment to match authorized software licenses, based on a review of scanning hardware and software licensing. Term of Contract: 07/01/2010 - 06/30/2013 Contract # 11079				
2.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	COONS CONSTRUCTION	OTHER: BUILDING RENT INCOME FEES	\$170,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide ongoing snow removal services for multiple State buildings and heavy equipment operations as needed in Carson City, Nevada. Term of Contract: Upon Approval - 06/30/2016 Contract # 13748				
3.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	MCNEILS CLEANING SERVICE, INC.	FEE: BUILDING RENT INCOME FEES	\$60,795	
	Contract Description:	This is a new contract to provide ongoing janitorial services for Stewart Building #6 located at 5500 Snyder Way, Carson City, Nevada. Term of Contract: 10/01/2012 - 09/30/2016 Contract # 13736				

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
4.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	OTIS ELEVATOR COMPANY, DBA NEVADA ELEVATOR	FEE: BUILDINGS & GROUNDS BUILDING RENT INCOME FEES	\$920,865	
	Contract Description:	This is a new contract to provide ongoing inspection, repair, and maintenance of hydraulic and gear/gearless traction elevators in various state buildings located statewide.				
		Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13693		
5.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	RENO TAHOE FRANCHISING, INC.	FEE: BUILDINGS & GROUNDS, BUILDING RENT INCOME FEE	\$412,340	
	Contract Description:	This is a new contract to provide ongoing janitorial services to the Department of Motor Vehicles located at 555 Wright Way, Carson City, Nevada.				
		Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13683		
6.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – BUILDINGS AND GROUNDS	U.S. LEASECOMM, LLC.	OTHER: BUILDING RENT INCOME FEES	\$209,905	EXEMPT
	Contract Description:	This is a new contract to provide ongoing landscaping services for multiple State buildings in Las Vegas, Nevada.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13745		
7.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – UNIV 05 CIP PROJ – CCSN – NON – EXEC	RESEARCH FACILITIES DESIGN	BONDS: PROCEEDS FROM SALE OF BONDS	\$36,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide professional architectural/engineering services for the Science Engineering & Technology Building Perchloric Hood Relocations; University of Las Vegas Main Campus; Project No. 07-C09 (M); Contract No. 40043.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13649		
8.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – GENERAL 05 CIP – ADA – NON-EXEC	SIXFIFTY CORP, DBA. LICATA	BONDS: SALE OF BONDS 80% OTHER: TRANSFER FROM OTHER BUDGET ACCOUNT 20%	\$1,000	PROFESSIONAL SERVICE
	Contract Description:	This is the second amendment to the original contract, which provides professional architectural/engineering services associated with the Americans with Disabilities Act upgrades required for the following state facilities located in Carson City, Nevada: the State Fire Marshall's Office, the Department of Education building, the State Mail Services facility, and the Nevada State Supreme Court building: SPWB CIP Project No. 09-S02(3); Contract No. 5118. This amendment increases the maximum amount from \$25,900 to \$26,900 for the purpose of revising plans and specifications to include four alternate facilities projects.				
		Term of Contract:	02/09/2010 - 06/30/2014	Contract # 10436		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
9.	082	DEPARTMENT OF ADMINISTRATION – PUBLIC WORKS DIVISION – CNR & AGRICULTURE MAINT PROJECTS – NON – EXEC	PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.	BONDS: SALE OF BONDS	\$11,800	PROFESSIONAL SERVICE
	Contract Description:	This is the first amendment to the original contract, which provides professional architectural/engineering services for the Reno Wildlife Headquarters - Install Electrical and Sprinkler Systems; Project No. 11-M01; Contract No. 18846. This amendment increases the maximum amount from \$89,200 to \$101,000 for additional mechanical, structural and additional architectural services associated with the modification of non-code compliant return air plenums discovered above the corridor ceilings in the older portions of the building.				
		Term of Contract:	02/14/2012 - 06/30/2015	Contract # 12981		
10.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	CATHOLIC COMMUNITY SERVICES OF NORTHERN NEVADA	FEDERAL	\$180,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	10/01/2012 - 09/30/2015	Contract # 13652		
11.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	ELKO FRIENDS IN SERVICE	FEDERAL	\$15,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	10/01/2012 - 09/30/2015	Contract # 13679		
12.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	FOOD BANK OF NORTHERN NEVADA	FEDERAL	\$22,500	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	10/01/2012 - 09/30/2015	Contract # 13668		
13.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	LAS VEGAS RESCUE MISSION	FEDERAL	\$450,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	10/01/2012 - 09/30/2015	Contract # 13644		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
14.	083	DEPARTMENT OF ADMINISTRATION – PURCHASING – COMMODITY FOOD PROGRAM	NEVADA RURAL COUNTIES RSVP PROGRAM, INC.	FEDERAL	\$60,000	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.				
		Term of Contract:	10/01/2012 - 09/30/2015	Contract # 13659		
15.	101	COMMISSION ON TOURISM – TOURISM DEVELOPMENT FUND	UNITED STATES DEPARTMENT OF COMMERCE	OTHER: LODGING TAX	\$19,970	
	Contract Description:	This is a new memorandum of agreement to establish the terms and conditions under which the U.S. and Foreign Commercial Service, International Trade Administration, U.S. Department of Commerce, and the Nevada Commission on Tourism will cooperate to promote tourism from China by physically co-locating at the U.S. Commercial Center in Shanghai, China.				
		Term of Contract:	07/01/2012 - 06/30/2013	Contract # 13758		
16.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	BOARD OF REGENTS-TMCC	OTHER: DEPT OF EMPLOYMENT, TRAINING & REHAB (STATE CAREER ENHANCEMENT PRG FUNDS)	\$500,000	EXEMPT
	Contract Description:	This is a new interlocal agreement between public agencies 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 - 06/30/2013	Contract # 13696		
17.	102	GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT	KPS 3, INC.	GENERAL	\$99,000	
	Contract Description:	This is a new contract to provide full-service marketing of Nevada and the Governor's Office on Economic Development to local, national, and international decision-makers. Additionally, the agency will handle strategy, branding, advertising, web design/development, collateral, and other marketing duties as assigned.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13753		
18.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES – COMPUTER FACILITY	CPS NEVADA, LLC.	FEE: FACILITY FEES	\$10,000	
	Contract Description:	This is the second amendment to the original contract, which provides maintenance service on the Enterprise Information Technology Service's Uninterruptible Power Supply system located at the Computer Facility. This amendment will increase the amount of the contract from \$9,990.00 to \$19,990.00.				
		Term of Contract:	07/01/2010 - 06/30/2014	Contract # 11178		
19.	180	DEPARTMENT OF ADMINISTRATION – ENTERPRISE IT SERVICES – COMPUTER FACILITY	SCHNEIDER ELECTRIC BUILDINGS	FEE: FACILITY FEES	\$65,000	SOLE SOURCE
	Contract Description:	This is a new contract to provide ongoing maintenance and repairs to the air conditioners Direct Digital Control System at the Computer Facility.				
		Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13692		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
20.	300	DEPARTMENT OF EDUCATION – DISCRETIONARY GRANTS – RESTRICTED	EMETRIC, LLC.	FEDERAL	\$980,750	
	Contract Description:	This a new contract to provide support to the implementation of our new accountability system called the Nevada School Performance Framework (NSPF) by supporting our current IT applications that collect the data, developing new collection methods for data that is not collected, reporting data from the NSPF to include training, and adding these new data sets to a new Nevada Report Card built by the vendor.				
		Term of Contract:	Upon Approval - 09/30/2014	Contract # 13731		
21.	300	DEPARTMENT OF EDUCATION – ELEMENTARY & SECONDARY EDUCATION – TITLE I	DAVID LEITNER, DBA. PACIFIC RESEARCH ASSOCIATES	FEDERAL	\$91,440	
	Contract Description:	This is a new contract to collect the required data for the Federal Comprehensive State Performance Report for applicable Title I and Title III programs as well as evaluate the 21st Century Community Learning Centers programs				
		Term of Contract:	Upon Approval - 09/10/2014	Contract # 13742		
22.	332	DEPARTMENT OF ADMINISTRATION – LIBRARY AND ARCHIVES – NEVADA STATE LIBRARY	LEARNING EXPRESS, LLC.	FEDERAL	\$80,880	
	Contract Description:	This is the first amendment to the original contract, which provides access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. This amendment extends the termination date from September 13, 2012, to June 30, 2014, and increases the maximum amount of the contract from \$45,000 to \$125,877 due to the continued need for these services.				
		Term of Contract:	09/13/2011 - 06/30/2014	Contract # 12515		
23.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH – EARLY INTERVENTION SERVICES	ZIRMED, INC.	GENERAL	\$39,070	
	Contract Description:	This is a new contract to provide claims processing services in conjunction with online claims management processing systems.				
		Term of Contract:	Upon Approval - 06/30/2015	Contract # 13703		
24.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH – WIC FOOD SUPPLEMENT	WESTERN MICHIGAN UNIVERSITY	FEDERAL	\$37,620	EXEMPT
	Contract Description:	This is a new interlocal agreement to provide Women, Infants, and Children participants internet-based modules related to nutrition education and behavioral counseling.				
		Term of Contract:	Upon Approval - 09/30/2015	Contract # 13715		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
25.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH – BIOSTATISTICS AND EPIDEMIOLOGY	GNOMON, INC.	FEDERAL	\$24,790	
	Contract Description:	This is a new contract to provide technical assistance for the upgrade of the Nevada Electronic Review Database System (NERDS). NERDS allows users to review and verify electronic (encrypted) laboratory messages for HIV/AIDS cases and import them into the Centers for Disease Control supported surveillance system (eHARS) for HIV.				
		Term of Contract:	Upon Approval - 12/31/2012	Contract # 13716		
26.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH – MATERNAL CHILD HEALTH SERVICES	BOARD OF REGENTS – UNR	FEDERAL	\$257,405	
	Contract Description:	This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships.				
		Term of Contract:	Upon Approval - 12/30/2013	Contract # 13063		
27.	406	DEPARTMENT OF HEALTH AND HUMAN SERVICES – HEALTH – MATERNAL CHILD HEALTH SERVICES	SUNRISE CHILDREN'S FOUNDATION	FEDERAL	\$354,060	
	Contract Description:	This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships				
		Term of Contract:	Upon Approval - 12/30/2013	Contract # 13057		
28.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	BOARD OF REGENTS – UNR	FEDERAL	\$74,185	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13540		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
29.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	BOARD OF REGENTS – UNR	FEDERAL	\$788,115	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13559		
30.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	BOYS & GIRLS CLUB OF LAS VEGAS	FEDERAL	\$141,775	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13673		
31.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	CAPPALAPPA FAMILY RESOURCE	FEDERAL	\$35,500	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13674		
32.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	DUCKWATER SHOSHONE TRIBE	FEDERAL	\$53,705	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13513		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
33.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	EAST VALLEY FAMILY SERVICES	FEDERAL	\$166,565	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13675			
34.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	FAMILY TO FAMILY CONNECTION	FEDERAL	\$26,400	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13689			
35.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	FOOD BANK OF NORTHERN NEVADA	FEDERAL	\$40,740	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13516			
36.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	FOOD BANK OF NORTHERN NEVADA	FEDERAL	\$224,220	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct an initial SNAP interview, which allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13610			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
37.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	HELP OF SOUTHERN NEVADA	FEDERAL	\$56,770	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13495		
38.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	HELP OF SOUTHERN NEVADA	FEDERAL	\$214,845	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct an initial SNAP interview, which allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13613		
39.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	HENDERSON ALLIED COMMUNITY ADVOCATES	FEDERAL	\$66,600	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13687		
40.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	LUTHERAN SOCIAL SERVICES OF NV.	FEDERAL	\$73,960	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13688		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
41.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	OLIVE CREST	FEDERAL	\$102,190	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13690			
42.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	THE SALVATION ARMY	FEDERAL	\$41,030	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13691			
43.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	STEP 2, INC.	FEDERAL	\$10,460	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13521			
44.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	TE MOAK TRIBE OF WESTERN SHOSONE/SPECIAL DIABETES PROGRAM	FEDERAL	\$45,290	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13532			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
45.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	THREE SQUARE	FEDERAL	\$318,935	
	Contract Description:	This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13680			
46.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	WASHOE COUNTY SCHOOL DISTRICT	FEDERAL	\$56,455	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13686			
47.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ADMINISTRATION	YERINGTON PAIUTE TRIBE COUNCIL	FEDERAL	\$63,215	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.				
	Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13536			
48.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	CLARK COUNTY	OTHER: STATE SHARE OF COLLECTIONS 10% FEDERAL 90%	\$304,000	
	Contract Description:	This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Child Support Enforcement Program (CSEP), to provide mediation services, supervised visitation, and formulation of parenting plans. Through a grant from U.S. Department of Health and Human Services, DWSS collaborates with the Second and Eighth Judicial District Courts to establish and administer programs to support and facilitate non-custodial parents access to and visitation of their children by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pickup), and development of guidelines for visitation and alternative custody arrangements.				
	Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13489			

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
49.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	TALX CORPORATION	FEDERAL	\$2,710	
		Contract Description: This is the second amendment to the original contract for the Division of Welfare and Supportive Services (DWSS), Child Support Enforcement Program to provide employment location and income verification of non-custodial parents in order to determine the ability to pay medical or child support and to enforce the support payment. This contract also provides income verification for the Eligibility and Payment unit to determine eligibility for the Federal Assistance Programs administered by DWSS, including Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid and Energy Assistance Program (EAP). This amendment revises consideration language by increasing the maximum from \$9,756 to \$12,466 to allow payment for services provided.				
		Term of Contract:	02/01/2011 - 12/31/2012	Contract # 11669		
50.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – CHILD SUPPORT ENFORCEMENT PROGRAM	WASHOE COUNTY	OTHER: STATE SHARE OF COLLECTIONS 10% FEDERAL 90%	\$124,000	
		Contract Description: This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Child Support Enforcement Program (CSEP), to provide mediation services, supervised visitation, and formulation of parenting plans. Through a grant from U.S. Department of Health and Human Services, DWSS collaborates with the Second and Eighth Judicial District Courts to establish and administer programs to support and facilitate non-custodial parents' access to and visitation of their children by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pickup), and development of guidelines for visitation and alternative custody arrangements.				
		Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13483		
51.	407	DEPARTMENT OF HEALTH AND HUMAN SERVICES – WELFARE AND SUPPORT SERVICES – ENERGY ASSISTANCE PROGRAM	HOUSING DIVISION	FEDERAL	\$1,902,800	
		Contract Description: This is a new interlocal agreement between the Division of Welfare and Supportive Service (DWSS), Energy Assistance Program (EAP) and the Department of Business and Industry, Housing Division, Weatherization Assistance Program (WAP) to provide the Housing Division with 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds awarded to DWSS to help fund weatherization assistance for low income families. WAP encourages and enables households to reduce their home energy needs by providing for various energy conservation measures, which decreases the need for energy assistance.				
		Term of Contract:	10/01/2012 - 09/30/2016	Contract # 13619		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
52.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES – MENTAL HEALTH AND DEVELOPMENTAL SERVICES – NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	PRN SYSTEMS CONNECT, LLC.	GENERAL	\$59,160	
	Contract Description:	This is the third amendment to the original contract which provides after hours remote chart order processing services. This amendment increases the total authority of the contract from \$240,000 to \$299,160.				
		Term of Contract:	06/01/2010 - 12/31/2012	Contract # 10929		
53.	408	DEPARTMENT OF HEALTH AND HUMAN SERVICES - MENTAL HEALTH AND DEVELOPMENTAL SERVICES - NORTHERN NEVADA ADULT MENTAL HEALTH SERVICES	NEVADA STATE HEALTH LABORATORY	GENERAL	\$2,425	
	Contract Description:	This is the second amendment to the original contract which provides QuantiFeron-TB tests on Northern Nevada Adult Mental Health Services (NNAMHS) consumers at the request of authorized NNAMHS personnel. This amendment increases the total authority from \$9,600 to \$12,025 due to increased usage of this service by NNAMHS.				
		Term of Contract:	07/23/2012 - 06/30/2013	Contract # 13678		
54.	409	DEPARTMENT OF HEALTH AND HUMAN SERVICES – CHILD AND FAMILY SERVICES – SOUTHERN NEVADA CHILD & ADOLESCENT SERVICES	EXECUTIVE PEST SERVICES, LLC.	GENERAL 43.3% OTHER: PRIVATE INSURANCE 3.2% FEDERAL 53.5%	\$17,640	
	Contract Description:	This is the first amendment to the original contract, which provides monthly pest control services for the office located at 6171 W. Charleston Blvd., Las Vegas. This amendment extends the termination date from September 30, 2012 to September 30, 2014 and increases the maximum amount from \$17,640 to \$35,280 due to the continued need for these services.				
		Term of Contract:	10/12/2010 - 09/30/2014	Contract # 11477		
55.	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	EM-ASSIST	FEDERAL	\$78,355	
	Contract Description:	This is a new contract to develop and configure web-based training courses that address the Nevada Army National Guard Spill Prevention, Control and Countermeasure Plan as mandated.				
		Term of Contract:	09/18/2012 - 09/18/2016	Contract # 13747		
56.	431	ADJUTANT GENERAL AND NATIONAL GUARD – MILITARY	HERSHENOW & KLIPPENSTEIN	FEDERAL	\$60,000	
	Contract Description:	This is a new contract to provide architectural and electrical engineering services, project management and furnishing selection consulting for the North Las Vegas Readiness Center.				
		Term of Contract:	09/12/2012 - 06/12/2013	Contract # 13755		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
57.	440	DEPARTMENT OF CORRECTIONS – PRISON MEDICAL CARE	AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.	GENERAL	\$790,665	
	Contract Description:	This is the second amendment to the original contract, which provides third party administration services to manage the payment of medical and dental claims to providers not employed by the Department of Corrections. This amendment increases the contract amount from \$815,700 to \$1,606,365 due to the contract extension for these services through June 30, 2014.				
		Term of Contract:	07/01/2010 - 06/30/2014	Contract # 11085		
58.	440	DEPARTMENT OF CORRECTIONS – PRISON MEDICAL CARE	BRYANT'S ELECTRONIC SERVICING & TESTING	GENERAL	\$83,250	
	Contract Description:	This is a new contract to provide semi-annual, preventative maintenance service on medical equipment located at the following correctional facilities: Ely State Prison, Jean Conservation Camp, Florence McClure Women's Correctional Center, High Desert State Prison, Lovelock Correctional Center, Warm Springs Correctional Center, Southern Desert Correctional Center, and Northern Nevada Correctional Center. Services are to include: on-site inspections, calibration of equipment, routine maintenance and in-service training to staff as necessary.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13633		
59.	440	DEPARTMENT OF CORRECTIONS – DIRECTOR'S OFFICE	SCROLL K/ VAAD HAKASHRUS	GENERAL	\$387,310	SOLE SOURCE
	Contract Description:	This is a new contract to provide koshering of Common Fare kitchens and ongoing rabbinical supervision of kosher food preparation at the following correctional facilities: Northern Nevada Correctional Center, Lovelock Correctional Center, Ely State Prison, Florence McClure Women's Correctional Center, High Desert State Prison, and Southern Desert Correctional Center.				
		Term of Contract:	07/23/2012 - 06/30/2016	Contract # 13698		
60.	440	DEPARTMENT OF CORRECTIONS – CORRECTIONAL PROGRAMS	WESTCARE NEVADA, INC. (WC-NV)	GENERAL 39% FEDERAL 61%	\$232,232	
	Contract Description:	This is the second amendment to the original contract which provides 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. This amendment extends the termination date from September 30, 2012 to June 30, 2013 and increases the maximum amount of the contract from \$360,637.91 to \$592,869.91 due to the extension of services to additional inmates/ex-offenders.				
		Term of Contract:	11/08/2011 - 06/30/2013	Contract # 12723		
61.	440	DEPARTMENT OF CORRECTIONS – PRISON DAIRY	WISAN, SMITH, RACKER & PRESCOTT, LLP.	FEDERAL	\$14,480	
	Contract Description:	This is a new contract to provide audits by an independent CPA firm in accordance with generally accepted government auditing standards covering financial audits. The BLM program-specific five-year period audit conducted for Silver State Industries in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.				
		Term of Contract:	Upon Approval - 12/05/2012	Contract # 13707		
62.	440	DEPARTMENT OF CORRECTIONS – WELLS CONSERVATION CAMP	WESTERN EXTERMINATOR COMPANY	GENERAL	\$56,012	
	Contract Description:	This is a new contract to provide regular scheduled pest control services at the following correctional facilities: Carlin Conservation Camp, Humbolt Conservation Camp, Lovelock Correctional Center and Wells Conservation Camp.				
		Term of Contract:	Upon Approval - 07/30/2016	Contract # 13710		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
63.	440	DEPARTMENT OF CORRECTIONS – LOVELOCK CORRECTIONAL CENTER	SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.	GENERAL	\$156,440	
	Contract Description:	This is a new contract to perform preventative maintenance service on the Network 800 Direct Digital/LON temperature control system at Lovelock Correctional Center.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13677		
64.	440	DEPARTMENT OF CORRECTIONS – HIGH DESERT STATE PRISON	W.W.WILLIAMS SOUTHWEST, INC.	GENERAL	\$86,035	
	Contract Description:	This is a new contract to provide preventative maintenance services on the generators located at High Desert State Prison, Southern Desert Correctional Center, Southern Nevada Correctional Center, Florence McClure Women’s Correctional Center, and Jean Conservation Camp.				
		Term of Contract:	Upon Approval - 06/30/2016	Contract # 13620		
65.	550	DEPARTMENT OF AGRICULTURE – ADMINISTRATION	F.A.A.D. JANITORIAL	OTHER: FUNDS ARE COST ALLOCATED	\$24,900	
	Contract Description:	This is a new contract to provide ongoing janitorial services at the department's headquarters and laboratories.				
		Term of Contract:	09/11/2012 - 08/31/2013	Contract # 13708		
66.	650	DEPARTMENT OF PUBLIC SAFETY – FORFEITURES – LAW ENFORCEMENT	EVIDENCE CONTROL SYSTEMS, INC.	OTHER: FORFEITURES	\$68,900	
	Contract Description:	This is a new contract to provide for a comprehensive property and evidence process review for the Director's Office of the Department of Public Safety.				
		Term of Contract:	Upon Approval - 03/31/2013	Contract # 13746		
67.	690	COLORADO RIVER COMMISSION – COLORADO RIVER COMMISSION	UTILITY SERVICES, INC.	OTHER: POWER SALES REVENUE	\$24,000	
	Contract Description:	This is a new contract to conduct a Western Electric Coordinating Council (WECC) readiness review or 'mock audit' of the Commission's electrical systems documentation prior to an actual WECC audit. As an entity with physical interconnections to the regional high voltage electric grid, the Commission is required to adhere to certain reliability standards. These standards are promulgated and enforced by the North American Electric Reliability Corporation and its western regional entity, WECC. Entities that are found to be in violation of these standards are subject to penalties and enforcement action. Entities are subject to periodic audits and the Commission anticipates that it will be audited for the first time in 2013. The review will examine the Commission's compliance documentation for completeness, examine the Internal Compliance Program and make suggestions related to these issues. In addition, the contractor will assist the Commission during the audit as needed.				
		Term of Contract:	Upon Approval - 09/30/2015	Contract # 13685		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
68.	702	DEPARTMENT OF WILDLIFE – HERITAGE – Non-Exec	U. S. GEOLOGICAL SURVEY	OTHER: UPLAND GAME STAMPS 25% FEDERAL 75%	\$50,000	
	Contract Description:	This is the third amendment to the original interlocal agreement for investigation related to sage-grouse habitat preferences within the Virginia Mountains in Washoe County. Habitat within this area has been subjected to wildfire; transmission line development; some suburban development and subsidized predation; and it is important to understand the long-term impacts of these perturbations. Tasks that will be performed include capturing, outfitting with telemetry collars, tracking, physical measurements, identifying predators, etc. The department is working to prevent sage-grouse from becoming listed as an endangered species, which would result in additional federal regulations and negative impacts on development. This work can result in better sage-grouse management practices. This amendment increases the maximum amount from \$117,600 to \$167,600 to fund additional work of the same nature as under the original contract.				
69.	740	DEPARTMENT OF BUSINESS AND INDUSTRY – ADMINISTRATION	R CHRISTOPHER READE CHTD.	OTHER: MORGAN STANLEY SETTLEMENT FUNDS	\$133,305	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide Administrative Law Judge (ALJ), Hearing Officer, or Impartial Referee services in formal and informal evidentiary hearings. The hearings involve contested cases under Nevada Administrative Procedure Act Chapter 233B of Nevada Revised Statutes, and other hearing and/or Alternative Dispute Resolution statutes that are applicable to the department and its divisions. The ALJ will 1) preside over hearings and appeals 2) ensure the development of a complete and accurate record of the proceedings and 3) render proposed decisions, rulings, or orders based on the proceedings. The ALJ will provide a resource for timely, impartial, and objective adjudication of administrative actions for certain divisions within the Nevada Department of Business and Industry.				
70.	740	DEPARTMENT OF BUSINESS AND INDUSTRY – ADMINISTRATION	SAMUEL THOMPSON	OTHER: MORGAN STANLEY SETTLEMENT FUNDS	\$133,301	PROFESSIONAL SERVICE, FORMER EMPLOYEE
	Contract Description:	This is a new contract to provide Administrative Law Judge (ALJ), Hearing Officer, or Impartial Referee services in formal and informal evidentiary hearings. The hearings involve contested cases under Nevada Administrative Procedure Act Chapter 233B of Nevada Revised Statutes, and other hearing and/or Alternative Dispute Resolution statutes that are applicable to the department and its divisions. The ALJ will 1) preside over hearings and appeals 2) ensure the development of a complete and accurate record of the proceedings and 3) render proposed decisions, rulings, or orders based on the proceedings. The ALJ will provide a resource for timely, impartial, and objective adjudication of administrative actions for certain divisions within the Nevada Department of Business and Industry.				
71.	741	DEPARTMENT OF BUSINESS AND INDUSTRY – INSURANCE – INSURANCE INSOLVENCY FUND – Non-Exec	NEVADA INSURANCE GUARANTY	OTHER: INSOLVENCY ASSESSMENTS COLLECTED FROM SELF-INSURED EMPLOYERS AND ASSOCIATIONS	\$550,000	SOLE SOURCE
	Contract Description:	This is a new contract which provides administration of claims when a self-insured employer or association of self-insured employers becomes insolvent. In addition, it consolidates administrative activity and avoids duplication of expenses incurred by eliminating the use of multiple Third Party Administrators.				
		Term of Contract:	12/09/2008 - 12/31/2012	Contract # CONV6688		
		Term of Contract:	09/11/2012 - 06/30/2013	Contract # 13735		
		Term of Contract:	09/11/2012 - 06/30/2013	Contract # 13735		
		Term of Contract:	01/01/2013 - 12/31/2016	Contract # 13744		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
72.	800	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF PUBLIC SAFETY	HIGHWAY 5% FEDERAL 95%	\$800,000	
	Contract Description:	This is a new interlocal agreement to provide ongoing support data and other information which will continue the statewide paid media enhancement for distracted driving, impaired driving, and pedestrian safety; and expand the high visibility enforcement of Strategic Highway Safety Plan critical emphasis areas.				
		Term of Contract:	Upon Approval - 12/31/2013	Contract # 13749		
73.	810	DEPARTMENT OF MOTOR VEHICLES – MOTOR VEHICLE POLLUTION CONTROL	CLEAR CHANNEL BROADCASTING	FEE: EMISSIONS 68% OTHER: FEE FUNDED 32%	\$19,045	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers on two important subjects: 1) Assist the public in the titling and registering of Off-Highway Vehicles; and 2) How to report smoking vehicles that are polluting the environment.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13738		
74.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	CLEAR CHANNEL OUTDOOR	FEE: EMISSIONS 59% OTHER: FEE FUNDED 41%	\$22,995	
	Contract Description:	This is a new contract for the purpose of delivering information to our DMV customers on two important subjects: 1) Assist the public in the titling and registering of Off-Highway Vehicles; and 2) How to report smoking vehicles that are polluting the environment.				
		Term of Contract:	Upon Approval - 06/30/2013	Contract # 13730		
75.	810	DEPARTMENT OF MOTOR VEHICLES – CENTRAL SERVICES	INTELLECTUAL TECHNOLOGY, INC.	HIGHWAY	\$1,849,555	
	Contract Description:	This is the second amendment to the original contract, which provides for the production, printing and issuance of registration decals, vehicle registration renewal certificates, and Motor Carrier International Registration Plan and vehicle identification cab cards. This amendment extends the termination date from September 30, 2014 to September 30, 2017 and increases the maximum amount from \$2,741,744 to 4,591,299 to allow for the installation and implementation of a Print on Demand System that will enable the DMV offices statewide to print decals and forms at the time of sale.				
		Term of Contract:	09/08/2008 - 09/30/2017	Contract # CONV5970		
76.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – BLIND BUSINESS ENTERPRISE PROGRAM	BULLS EYE TECHNICAL SERVICE	OTHER: BUSINESS ENTERPRISES SET-ASIDE	\$15,000	
	Contract Description:	This is the second amendment to the original contract, which provides ongoing repair and maintenance of commercial kitchen appliances such as hot dog rollers, deep fryers, blenders, coffee makers, dishwashers, commercial toasters, can openers, ovens, fryers, steam wells, and convection ovens at any southern Nevada Business Enterprises of Nevada location. This amendment increases the maximum amount from \$27,500 to \$42,500 due to an increased need for these services.				
		Term of Contract:	06/14/2011 - 06/30/2013	Contract # 12049		

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
77.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – VOCATIONAL REHABILITATION	CAPGEMINI GOVERNMENT SOLUTIONS	GENERAL 21.3% FEDERAL 78.7%	\$1,331,550	SOLE SOURCE
	Contract Description:	This is a new contract to provide for the development and installation of computer hardware and software needed to achieve a totally paperless case management system for the Rehabilitation Division's case files; determine and complete system connectivity between the document imaging application and the current Rehabilitation Administration Information System of Nevada; and identify and implement the document workflow stream of processing Rehabilitation vendor invoices.				
		Term of Contract:	Upon Approval - 03/31/2013	Contract # 13734		
78.	901	DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION – REHABILITATION – VOCATIONAL REHABILITATION	SAN DIEGO STATE UNIV. FOUNDATION	GENERAL 21.3% FEDERAL 78.7%	\$35,225	EXEMPT
	Contract Description:	This is a new interlocal agreement to perform a comprehensive statewide needs assessment to determine the needs of individuals with disabilities who seek employment and identify the barriers that keep them from successfully achieving employment. The needs assessment team will conduct focus groups, interviews and meetings with consumers, community partners, Workforce Investment Act partners, community rehabilitation training centers and others to determine needs of consumers and strengths and opportunities for improvement within the Rehabilitation Division, Program Services Bureaus.				
		Term of Contract:	10/01/2012 - 09/30/2013	Contract # 13597		
79.	920	DEFERRED COMPENSATION COMMITTEE	SEGAL ROGERSCASEY	OTHER: VENDOR REIMBURSEMENTS	\$24,999	PROFESSIONAL SERVICE
	Contract Description:	This is a new contract to provide investment performance review reports, news on investment activities between quarters including capital market research, educate board members on the economic and capital market environment, conduct investment option searches and to negotiate a contract with the selected record keeper.				
		Term of Contract:	9/11/2012 – 12/31/2012	Contract # 13784		
80.	BDC	LICENSING BOARDS & COMMISSIONS – DENTAL EXAMINERS	HILLERBY & ASSOCIATES	FEE: LICENSING FEES	\$75,000	
	Contract Description:	This is a new contract to provide legislative review and monitoring to the Board and assist with legislative testimony and communications.				
		Term of Contract:	09/01/2012 - 07/30/2016	Contract # 13777		
81.	BDC	LICENSING BOARDS & COMMISSIONS – DENTAL EXAMINERS	HUMMEL & ASSOCIATES	FEE: LICENSING FEES	\$72,000	
	Contract Description:	This is a new contract to provide the Nevada State Board of Dental Examiners general accounting services.				
		Term of Contract:	09/01/2012 - 06/30/2016	Contract # 13778		
82.	BDC	LICENSING BOARDS & COMMISSIONS – DENTAL EXAMINERS	JOHN A. HUNT, ESQ.	FEE: LICENSING FEES	\$200,000	
	Contract Description:	This is the first amendment to the original contract which provides general counsel and represents the Board in disciplinary matters. This amendment increases the maximum amount of the contract from \$500,000 with a per year limit of \$150,000 to \$700,000 with no annual limit.				
		Term of Contract:	08/01/2009 - 07/31/2013	Contract # 13779		

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

BOE #	DEPT #	STATE AGENCY	CONTRACTOR	FUNDING SOURCE	AMOUNT	EXCEPTIONS FOR SOLICITATIONS AND/OR EMPLOYEES
MSA 1.	MSA	VARIOUS STATE AGENCIES	I3TECH DATA SOLUTIONS, INC.	OTHER: VARIOUS	\$5,000,000	
	Contract Description:	This is the first amendment to the original contract, which provides assistance on a variety of information technology (IT) consulting and technical specialist levels on an hourly basis to state agencies. This amendment increases the maximum amount from \$5,000,000 to \$10,000,000 due to increased usage for IT services.				
		Term of Contract:	06/08/2010 - 06/30/2014	Contract # 10976		
MSA 2.	MSA	VARIOUS STATE AGENCIES	MILLENNIUM INTEGRATED SRVCS 2000, INC.	OTHER: VARIOUS	\$2,500,000	
	Contract Description:	This is the first amendment to the original contract, which provides assistance on a variety of information technology (IT) consulting and technical specialist levels on an hourly basis to state agencies. This amendment increases the maximum amount from \$5,000,000 to \$7,500,000 due to increased usage for IT services.				
		Term of Contract:	06/08/2010 - 06/30/2014	Contract # 10978		
MSA 3.	MSA	VARIOUS STATE AGENCIES	SPRINT SOLUTIONS, INC.	OTHER: VARIOUS	\$1,500,000	
	Contract Description:	This is a new contract which provides wireless devices, maintenance and service, and wireless voice communication and data transmission options such as video, messaging, internet or other services.				
		Term of Contract:	Upon Approval - 10/31/2016	Contract # 13725		

12. BOARD MEMBERS’ COMMENTS/PUBLIC COMMENTS

***13. 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
- Brad Carson bcarson@dps.state.nv.us

Notice of this meeting was posted on the following website:

<http://budget.nv.gov/Meetings>

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

DETAILED AGENDA

September 11, 2012

1. PUBLIC COMMENTS

Comments:

*2. FOR POSSIBLE ACTION – APPROVAL OF THE AUGUST 14, 2012 BOARD OF EXAMINERS’ MEETING MINUTES

Clerk’s Recommendation: I recommend approval.

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

Comments:

*3. FOR POSSIBLE ACTION – STATE ADMINISTRATIVE MANUAL

The State Administrative Manual (SAM) is being submitted to the Board of Examiners’ for approval of additions in the following Chapter: **2000 – Nevada State Library and Archives**

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

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

A. STATE OF NEVADA – \$7,250,000

The State of Nevada and Washoe County desire to settle a dispute that exists between them regarding the refund of certain taxes in the amount of \$1.25 million in immediate payment and \$6 million in the form of funding for major road maintenance projects in Washoe County.

Clerk’s Recommendation: I recommend approval.

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

Comments:

B. DEPARTMENT OF ADMINISTRATION – \$274,443

The Department requests settlement approval in the amount of \$274,443 pertaining to a Settlement Agreement between the City of Reno, the Reno Redevelopment Agency, Washoe County, the Washoe County School District and the State of Nevada regarding the outstanding property tax increment dispute.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***5. FOR POSSIBLE ACTION – REVIEW OF A CONTRACT WITH A FORMER EMPLOYEE**

A. OFFICE OF THE STATE CONTROLLER

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Controller hereby seeks a favorable Board of Examiner’s recommendation regarding the Controller’s determination to use the emergency provision to use a temporary services contract from August 20, 2012 to December 14, 2012 to employ a former ARRA Report & Account Officer, for four days per week during the contract period, for the purpose of providing assistance to existing staff in completing the State’s Comprehensive Annual Financial Report (CAFR). The CAFR is an essential component of the state’s financial reporting and failure to complete the report in an accurate and timely manner could result in a negative impact to the State’s bond rating.

In the past two years, there has been a twenty-three percent turnover in experienced CAFR staff. In addition, another key CAFR employee may require catastrophic leave during the CAFR preparation period. This former employee previously worked for the state for 28 years, most recently in the Controller’s Office, and at the highest level of financial responsibility.

NRS 284.1729

3. “... If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall 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.”

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
Department of Administration – Division of Enterprise IT Services	2	\$33,203
Department of Conservation and Natural Resources – Division of Forestry	2	\$519,096
Total:		\$552,299

Clerk’s Recommendation: I recommend approval.

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

Comments:

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

- A. Debra Lopez and Daniel Marks, Esq. – TC 16293
Amount of Claim - \$105,000.00

Recommendation: The report recommended that the claim be paid in the amount of \$105,000.00.

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

Comments:

***8. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2012 REPORT**

DEPARTMENT OF ADMINISTRATION– VICTIMS OF CRIME

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 a proportional decrease in claim payments.

The fiscal year 2012 Victims of Crime Program report states all approved claims were resolved totaling \$24,255,504.52, with \$6,109,634.27 paid out of the Victims of Crime Program account and \$18,145,870.25 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.6 million to help defray crime victims’ medical costs.

Clerk’s Recommendation: I recommend approval.

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

Comments:

***9. FOR POSSIBLE ACTION – LEASES**

Five statewide leases 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 – CONTRACTS**

Eighty-Two independent contracts were submitted to the Board for review and approval.

Clerk's Recommendation: I recommend approval.

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

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

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

Clerk's Recommendation: I recommend approval.

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

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

***13. FOR POSSIBLE ACTION – ADJOURNMENT**

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

MINUTES

MEETING OF THE BOARD OF EXAMINERS

August 14, 2012

The Board of Examiners met on Tuesday, August 14, 2012, in the Guinn Room on the second floor of the Capitol Building, 101 N. Carson St., Carson City, Nevada, at 10:00 a.m. Present were:

Members:

Governor Brian Sandoval
Attorney General Catherine Cortez Masto
Secretary of State Ross Miller
Clerk Stephanie Day

Others Present:

Karissa Vero, Attorney General's Office
Rudy Malfabon, Department of Transportation Las Vegas
Maureen Cole, Department of Employment, Training and Rehabilitation
Kimberlee Tarter, Purchasing
Rebecca Salazar, Department of Administration
Nancy Bowman, Attorney General's Office
Mark Mathers, Office of the State Treasurer
Steve Hill, Governor's Office of Economic Development
Kat Miller, Nevada Office of Veterans Services
Lynn O'Mara, Department of Health and Human Services
Bill Chisel, Department of Taxation
Dr. Tracey Green, Department of Health and Human Services
Mike Torvinen, Department of Health and Human Services
Lynda Parven, Department of Employment, Training and Rehabilitation
Grant Nielson, Department of Employment, Training and Rehabilitation
Dennis Correa, Department of Employment, Training and Rehabilitation
Dave Haws, Department of Employment, Training and Rehabilitation
Jon Hager, Silver State Health Insurance Exchange

1. PUBLIC COMMENTS

Comments:

Governor: Good morning, everyone. I'd like to call the Board of Examiners meeting to order. All members are present. Madam Attorney General, can you hear me loud and clear in Las Vegas?

Attorney General: We are here. Yes, we can hear you.

Governor: All right.

Attorney General: Governor, can you hear us okay?

Governor: Yes. We can hear you loud and clear. I'll begin with Agenda Item No. 1, Public Comment. Are there any members of the public in Las Vegas that would like to provide public comment to the Board of Examiners? I will say that public comment will be limited to three minutes.

Attorney General: Public comment down here anybody? No one down here, Governor.

Governor: Okay. Is there any member of the public that would like to provide public comment here in Carson City? Yes, sir.

Ty Robben: Where do I stand, or just...

Governor: No. You can sit right there, sir, and if you identify yourself for the record.

Ty Robben: Sure, right here?

Governor: Yes.

Ty Robben: Right here?

Governor: Right there in the middle. And again, to remind you, it will be three minutes.

Ty Robben: Oh, sure. No problem. My name is Ty Robben, and I was involved in this hit and run accident by Susan Martinovich last week, and I wanted to give you a copy of the brief I filed.

Governor: You can just leave it there on the table, sir.

Ty Robben: Yes. One for Ms. Masto as well. And as you know, we've been protesting outside your offices, and we've asked you to come out and talk to us, so you haven't done that, so we've come in here to talk to you, you know, and encourage you to talk to us so we don't have to be out there with big signs and a P.A. system and so forth and get some of these issues resolved, Governor, because they are serious and, you know, this is a big cover up, and I encourage you to

read that because it was all over the news last night, and we just really want to get these issues resolved, sir. Okay?

Governor: Understood. Thank you very much, Mr. Robben.

Ty Robben: Thank you.

***2. FOR POSSIBLE ACTION – APPROVAL OF THE JULY 13, 2012 BOARD OF EXAMINERS’ MEETING MINUTES**

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We will move on to Agenda Item No. 2, approval of the July 13, 2012 Board of Examiners’ meeting minutes. Have the members had an opportunity to review the minutes from July 13, 2012?

Secretary of State: Yes, Governor.

Attorney General: Yes.

Governor: Any deletions or changes? Hearing none, the Chair will accept a motion for approval.

Secretary of State: So moved.

Governor: Okay. There’s a motion by the Secretary of State to approve the minutes as provided in the binders for July 13, 2012. Is there a second?

Attorney General: Second.

Governor: Second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously.

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

A. Department of Taxation – \$143,955

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 41 refund requests totaling \$143,955. This results in a remaining balance of \$1,068,278

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 3, authority to pay mining claim refunds.

Clerk: Good morning. Thank you, Governor. Pursuant to Senate Bill 493 of the 2011 legislature, the Department of Taxation must submit mining claim refunds requests to the Board of Examiners for approval. The department is requesting authority to pay 41 refund questions totaling \$143,955, which results in a remaining balance of \$1,068,278.

Governor: Do the members have any questions with regard to Agenda Item No. 3? Hearing none, the Chair will accept a motion to approve the payment of \$143,955 to pay mining claim refunds.

Secretary of State: So moved.

Attorney General: Second the motion.

Governor: There's a motion by the Secretary of State to approve the payment of the mining claim refund in the sum of \$143,955. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

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

A. Department of Transportation – Administration – \$650,000

The department requests settlement approval in the amount of \$650,000 to resolve an inverse condemnation claim pertaining to property owned by P8 Arden, LLC. P8 Arden, LLC filed suit against NDOT for the alleged taking of its access at Arden Road and Blue Diamond when NDOT reconstructed and widened Blue Diamond Road from Decatur Boulevard to Rainbow Boulevard as part of Phase IIB of the project. As a result of the lawsuit, the judge issued an order that P8 Arden, LLC was entitled to compensation for the taking of its access rights on Arden.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda item No. 4, approval to pay a catch settlement. Ms. Day.

Clerk: Thank you, Governor. The Department of Transportation requests settlement approval in the amount of \$650,000 to resolve an inverse condemnation claim pertaining to property owned by P8 Arden LLC for access at Arden Road and Blue Diamond when NDOT reconstructed and widened Blue Diamond Road from Decatur Boulevard to Rainbow Boulevard.

Governor: Thank you. Is there a representative of the Nevada Department of Transportation or the Attorney General's office on this matter?

Karissa Vero: I'm Karissa Vero and I'm from the AG's office representing the Department of Transportation on this.

Governor: And I don't know if you can see Mr. Malfabon from your angle. He's here as well. Mr. Malfabon, I -- we have a one-page briefing on this. If you could provide some more background with regard to this matter.

Rudy Malfabon: Yes. The property is next to the railroad, and on this widening project on Blue Diamond Road, NDOT built a bridge over the railroad track. So the property in question didn't have direct access to Blue Diamond Road anymore. They filed an inverse condemnation claim and Karissa Vero from the Attorney General's office negotiated a settlement which I agreed to. We also discussed with the county about providing alternate access. The county will pave the local road, and also NDOT has some additional funds coming from Clark County which total over \$2 million. It will offset some of the cost for the settlement here. The additional funds from the county were for extra work involved in the draining work that that NDOT did on their behalf, and also developer fees that they collected on behalf of NDOT for signals that we put in on that widening project.

Governor: Do you have any idea how much that offset's going to be on -- with regard to this settlement?

Rudy Malfabon: The settlement, since it was NDOT's project, it's really not a direct offset. It's just that the county is going to give us some funds that will offset the cost, but it's not in direct relation to that. So the county is going to do the work on their behalf or the paving of the local street. So I think that that's estimated to cost less than \$200,000.

Governor: And perhaps this question is for counsel. In the memo that we received, it says that the judge issued an order that the plaintiff was entitled to compensation for the taking of its access rights, and then this case settled. So I was curious what the nature of that order was.

Karissa Vero: I'm sorry, the nature of the what?

Attorney General: Judge's order.

Governor: The judge's order.

Karissa Vero: The judge's order. We basically filed the motion to determine liability, both parties did, and the judge did find that there was a taking of access, and the access to the property had been substantially impaired. So if this matter proceeded to trial, then it would be up to a jury to determine the just compensation. And that's why we thought it was in the best interest to enter into a settlement agreement. We actually just tried a neighboring case just a couple blocks down from this case, and it was a bench trial, and the amount of that award was greater than our settlement in this case and we had a favorable outcome in that case.

Governor: I think I recall the case you're talking about. It was a very favorable outcome compared to the demand. Were there dueling appraisals in this case? What was the state's appraisal, and what was the property owner's appraisal?

Karissa Vero: Sure. A total take of the property it came in at 925,000. That's was NDOT's appraisal. The plaintiff's appraisal came in lower at 895,000, for a total take. But in addition to a total take, the plaintiff was seeking damages for precondemnation, and sometimes if they're successful with precondemnation damages, they're given greater than the value of the property and that's what they're entitled to in addition to the value of the property. So, I mean, in some of these cases just those standards alone could be over a million and you're looking at close to another million for the value of the property.

Governor: But in this case it sounds like you've settled it for less than what the state appraised it at as well as what the plaintiff appraised it at.

Karissa Vero: Correct. And that's with attorneys' fees, which the plaintiff is entitled to by statute.

Governor: So it sounds like a pretty good settlement then.

Karissa Vero: Yeah.

Governor: Good job.

Karissa Vero: Thank you.

Governor: Board members, do you have any further questions with regard to this Agenda item?

Secretary of State: No, Governor.

Governor: Hearing no further questions, the Chair will accept a motion to approve a cash settlement in the sum of \$650,000.

Secretary of State: So moved.

Attorney General: Second.

Governor: Motion by the Secretary of State to approve the cash settlement in the sum of \$650,000 as described in Agenda Item No. 4. Second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

A. Department of Business & Industry

Pursuant to Assembly Bill 240, Section 1, Subsection 2 – 3 of the 2011 Legislature, the Department of Business & Industry requests authority to contract with a former employee to provide services as an Administrative Law Judge/Hearing Officer who would be responsible for holding evidentiary meetings, issuing proposals for decisions on license denial, license revocation or suspensions, administrative fine and unlicensed activity cases coming under the jurisdiction of the entities regulated by the Department of Business and Industry. The term of assignment would be upon approval through June 30, 2013 or when the authorized funds are depleted.

B. Department of Health and Human Services – Division of Mental Health and Developmental Services

Request authority to contract with a former employee to replace the full-time Medical Director position at Southern Nevada Adult Mental Health Services and the .51 position at the Northern Nevada Adult Mental Health Services with a contract for a permanent statewide Psychiatric Medical Director.

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: We’ll move on to Agenda Item No. 5, authorization to contract with a former employee. Ms. Day.

Clerk: Thank you. The Department of Business and Industry is requesting to contract with Samuel Thompson, a prior employee with the state for services as an Administrative Law Judge Hearing Officer. The term of the assignment would be upon approval through June 30, 2013, or when the authorized funds are depleted.

Governor. And Mr. Thompson was formerly with the Public Utilities Commission; is that correct?

Clerk: Yes.

Governor: And he was the Chairman of Public Utilities Commission?

Clerk: I believe that’s true, yes.

Governor: I have no questions with regard to this matter. Board Members, any questions with regard to Agenda Item 5A?

Secretary of State: No, Governor.

Governor: Why don't we do both of these, Agenda Item 5B.

Clerk: Thank you. The Department of Health and Human Services, Division of Mental Health and Developmental Services is requesting to contract with Dr. Linda White, a former employee, to replace the full-time medical director position at Southern Nevada Adult Mental Health Services, and a half-time position at Northern Nevada Adult Mental Health Services with a contract for a permanent statewide psychiatric medical director. Dr. White is currently the -- she's the pediatric -- she was employed as the senior psychiatrist at Southern Nevada Adult Mental Health Services, and also employed as the medical director.

Governor: And this is a two-step process. We approve the state contracting with a former employee, and then the contract is contained within the latter part of the Agenda, correct?

Clerk: Yes. This is related to Contract No. 38, which is also on the Agenda for this morning.

Governor: Okay. I have no questions with regard to this Agenda item. Board members?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval to authorize the contract with a former employee as described in Agenda Item 5A and 5B.

Secretary of State: So moved.

Attorney General: I'll second.

Governor: There's a motion to authorize the contract with a former employee by the Secretary of State, second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***6. FOR POSSIBLE ACTION – PROVIDER AGREEMENT**

A. Department of Employment, Training & Rehabilitation – Rehabilitation Division

The Rehabilitation Division is requesting Board of Examiners' approval of a services provider agreement and related procedures for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

Clerk's Recommendation: I recommend approval.

Comments:

Governor: Agenda Item No. 6.

Clerk: Thank you. Agenda Item No. 6 is a provider agreement that is requested from the Department of Employment, Training and Rehabilitation, Rehabilitation Division. The division is requesting approval of a services provider agreement and related procedures for the Vocational Rehabilitation and Bureau of Disability Adjudication programs.

Governor: And do we have a representative from DETR here today? Good morning. If you'd just state your names for the record, please.

Maureen Cole: Maureen Cole. I'm the Administrator of DETR's Rehabilitation Division. With me this morning is Melaine Mason who is the Deputy Administrator for Operations, Rehabilitation Division, and Kimberlee Tarter who is the Deputy Administrator of Purchasing.

Governor: Thank you. And my questions are basic. I went through this. What was happening before, what will this change, and how does that affect the Board of Examiners?

Maureen Cole: Previously we were using a direct purchase authorization that was authorized by the Purchasing Division. Recently there's been a change and a request to use contracts that provide greater protection for the state in terms of insurance, licensure, qualification to do business, those kinds of things. Because the Rehabilitation Division to provide services for our clients uses many, many, many service providers, we asked if we would be able to develop a provider agreement that could be approved one time by the Board and then used more expediently rather than going through the entire contract process, which can sometimes take two, four, six months in order to provide services more quickly to our clients. So that's our purpose here this morning.

Governor: And this is similar to what we -- I don't know if it was last month or the month before, that we did with Health and Human Services, correct?

Maureen Cole: Yes.

Governor: And did these contracts -- did these affect contracts that formerly came to the Board of Examiners and now will not as a result of these provider agreements?

Maureen Cole: Yes, that's correct. We will be able to contract for these services much more quickly and expediently, and therefore provide services to our clients more quickly and expediently as well.

Governor: Is there a threshold that would be reached that it would come to the Board of Examiners' attention?

Maureen Cole: I think we've written these contracts up to \$100,000. So anything in excess of \$100,000 would be contracted individually and therefore come before the Board.

Governor: Is that per provider?

Maureen Cole: Per provider, yes.

Governor: And the main policy for you to do this is again to expedite services. So give me concrete example of somebody who needs services but isn't getting them because of the procedure that we have in place right now.

Maureen Cole: Well, I think a very egregious example would be someone who has a very serious eye condition who is in danger of losing their sight if it's not treated immediately. If we do not have a doctor who was qualified to treat that particular condition, that person might in fact lose their eyesight if they didn't have other insurance or were able to access providers accept through vocational rehabilitation. So if we have a contract provider agreement with a physician, we can obtain those services the same day sometimes.

Governor: And that's hypothetically. Have there been people that have been affected because of this, because of the process that we have in place right now?

Maureen Cole: Well, under the direct purchase authority we were able to provide those services without a contract.

Kimberlee Tarter: And for the record, Kimberlee Tarter of the Purchasing Division. Purchasing worked with DETR on this, and we took a look at it, and some of the issues that were presented to us which we felt this made a good fit was the fact that the clients are not in a situation where DETR can go out and say you need to get three bids. So this was kind of the genesis of the direct purchase authority. The clients are by federal law allowed to go and select which provider they want to use for their services. So that was one piece of it. The second piece was that these providers are not amenable in most instances to sign the state's eight-page contract for these services prior to providing them, and then it was the delay in getting these services to the client because when -- if we waive the procurement process, which the direct purchase authority did, then we still had the contracting process, so we removed 30 days to 45 days of that timeframe, but we didn't remove the timeframe for coming to the Board of Examiners. And when these individuals need to get measurements and fitted for their prosthetic limbs, when they need to get teeth pulled and fitted for dentures, it's more of a medically driven, but not in all instances because it can be more broad than that.

But at the end of the day, what they're looking for is the ability to get core services to clients in a timely fashion. And there are services that don't fit within the realm of the procurement world, but they still have a legal obligation to ensure that the clients that they are allowing to enter into agreements with providers, that they're responsible providers, that they have the appropriate licensure, professionally for the State of Nevada through the Secretary of State's office. So the provider limit doesn't waive all those requirements or obligations, it's simply expediting the approval process so that we are not, and unfortunately, this is what was frequently happening,

providing services outside of a contract. We were doing a lot of clean up. There were retroactive -- the issues with the DPA, there were client -- there were contracts that weren't being done that should have been done, that was a DPA problem, and then the DPA really was commodity focused, and so we were doing a lot of confirming which is purchasing speak for, okay, let's clean the mess up. We've provided the services, now we have to fix it could we can get the provider paid. And so that's really what we're trying to do is stop that other issue of providing services and getting them paid and contracted after the fact.

Governor: And I don't want you to misconstrue. I do not want to stand in the way of clients getting services. And it's important to know administratively that this is an improvement. I just also wanted to ensure that there's that oversight that this Board typically provides, so that you're comfortable with that as well in terms of oversight of these contracts that this Board will no longer see.

Kimberlee Tarter: Yes. We are in essence creating policy through the administration of DETR providing I think what is at the end of the day going to be a greater oversight than what we had in the past, because there were things slipping through that should have come to the Board that didn't, or while they didn't need to come to the Board, we still weren't following proper contracting process. So I think administratively we're doing something that's a little bit more prudent in our course of action, and then for the benefit of the clients as well. And in honesty, the concept really did come from DHHS and the provider agreements and how they came into play, why they came into play, and using that as the basis to move forward today, and we're requesting approval.

Governor: Thank you. I have no further questions. Board members, do you have any questions?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion to approve the provider agreements as provided within our binders.

Secretary of State: So moved.

Attorney General: Second.

Governor: Motion by the Secretary of State, second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously. Thank you very much.

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

- A.** The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of additions in the following Chapter: **0300 – State Parks.**

- B.** The State Administrative Manual (SAM) is being submitted to the Board of Examiners' for approval of deletions in the following Chapter: **1900 – Public Works Division.**

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Agenda Item No. 7, State Administrative Manual. Ms. Day.

Clerk: Thank you, Governor. Would you prefer to take these items together, or would you like them separate?

Governor: Yes. Yes. I'd like them together, please.

Clerk: Thank you. The first item is a change to the State Administrative Manual for the Department of Conservation and Natural Resources, Division of State Parks. It is clean up language due to an elimination of a statute. The second one is with the Department of Administration, Public Works Division. It is also clean up language due to changes in Nevada, revised statutes and some name changes. So they are mainly housekeeping in nature.

Governor: I noticed in this first one it was from a 1999 legislative change?

Clerk: Yes. We should have cleaned this one up already.

Governor: Better late than never though, right? Any questions from Board members on Agenda Item No. 7?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the amendments to the State Administrative Manual.

Secretary of State: So moved.

Attorney General: Second.

Governor: The Secretary of State has made a motion to approve the amendments to the State Administrative Manual as provided in Agenda Item No. 7. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

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

A. DEPARTMENT OF ADMINISTRATION – \$33,390

The Department of Administration, Director's Office, is requesting an allocation of \$33,390 from the Interim Finance Committee's (IFC) Contingency Fund to fund the first year of a two year contract with Arbitrage Compliance Specialists that will provide assistance to the state in complying with the United States Internal Revenue Service's (IRS) rules and regulations regarding arbitrage.

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item No. 8, request for general fund allocation from the IFC Contingency Fund. Ms. Day.

Clerk: Thank you. This is a request from the Department of Administration Director's office for an IFC Contingency Fund allocation in the amount of \$33,390. It will fund the first year of a two-year contract with Arbitrage Compliance Specialists that will provide assistance to the state in complying with the United States Internal Revenue Service's rules and regulations regarding arbitrage. This does relate to Contract No. 10. As a background for this request, this is a service that was previously performed in the Controller's office by an employee who has recently retired, and it was through some meetings with Controller Wallin, she had requested that the Department of Administration take on the administration of this contract.

Governor: Thank you. I have a few questions. Now, this was a responsibility that was with an employee of the Controller's office. We, being the Board of Examiners, approved a similar contract several months ago because there was a dispute between the finding of the person in the Controller's office and the Department of Administration; is that correct? Does my memory serve me right?

Clerk: Yes. There was a contract. It was under the BOE thresholds, so it was approved by the budget division, but there was a contract with the same entity to provide this service.

Governor: And so the person who was within the Controller's office is now retired.

Clerk: Yes.

Governor: There's nobody within the state to perform this function, and we have a deadline coming up for the review of this issue with regard to arbitrage?

Clerk: Correct.

Governor: So why are we contracting for two years? Or I guess one year, and to be more specific, why is it that this responsibility cannot stay with the Controller's office?

Clerk: The Controller had requested that -- the Controller felt that it was more appropriate to be in the Department of Administration as opposed to the Controller's office.

Governor: Is that more of a question for the legislature? I mean, is that -- is this something that is statutory mandated? I mean, I just don't know if we have an authority today to move the responsibilities of a position from the Controller's office to the Department of Administration.

Clerk: The arbitrage calculation is not specifically set in statute on which entity will perform the service. It has historically been performed by an employee in the Controller's office. And since that individual retired, it was not a full-time position in the Controller's office. It was part of that employee's time. But there is nothing in statute that specifically states which entity will perform the service.

Governor: So if it does move to the Department of Administration, will the money that paid for it previously move to the Department of Administration to pay for it?

Clerk: The Controller is not requesting that the position nor the funding for the position that provided the service transfer for the Department of Administration. She prefers that it stay in the Controller's office.

Governor: But what if we made as a condition of the transfer the responsibility -- or the approval of this contract and the transfer of the responsibility from the Controller's office to the Department of Administration contingent upon the funding following it. Can we do that? Or can I -- I mean, that would be my suggestion, but...

Clerk: The position that was performing the function in the Controller's office, it was not the full-time function of that position, so I believe without reducing the -- from a full-time equivalent position to a lower amount could there be available funding without talking to the Controller to see if she has possible savings in her budget elsewhere, I cannot answer that question.

Governor: Well, the other issue is precedent, and what I'm concerned about is if there are different offices within the state who decide they don't want to do anything and do a function anymore and then move it to the Department of Transportation, but the money doesn't follow it, then it's going to create some budget issues. So is that valid?

Clerk: Yes, it absolutely is. There is also going to be some work on the Department of Administration staff, whether it's on State staff to still perform some work related to this contract, although we are contracting for the calculation itself through this arbitrage consultant, there is still State staff time that is required to compile information for that consultant.

Governor: So it's a double whammy in terms of the contingency fund absorbing the cost of having to perform the function as well as staff time to review the results of the contractee or -- that it is performing the service.

Clerk: Correct.

Governor: Or contractor, excuse me.

Clerk: To provide the information required for the contractor to complete the calculation.

Governor: Well, we need to retain this consultant or this contractor to get the work done, but I have a lot of outstanding questions and concerns with regard to some of the consequences if we were to approve this. So if we're to approve this Contract No. 10 and approve this allocation from IFC just to get us through this next time period for the arbitrage reporting requirement for the state, can we revisit these issues that I've brought up today?

Clerk: Absolutely.

Governor: Okay. I have no further questions. Questions from other Board members?

Secretary of State: Governor, I probably a lot of follow-up questions, but since we're going to revisit it, I'll withhold until it's brought back before us.

Governor: Well, we -- Mr. Secretary of State, are your questions similar to mine or...

Secretary of State: Somewhat similar. I mean, I'm wondering, sort of generally, this position that was authorized within the Controller's office that previously had oversight over these responsibilities, was oversight over the arbitrage issues listed in the class specs or the performance measures of that position?

Clerk: Thank you, Mr. Secretary. I don't know if they were specifically listed in those class specs. It was a (inaudible) accountant that performed the arbitrage calculations in the Controller's office as part of her job function, so I don't know if it's specifically lined out in that position that that function resided there, or if it's a generic -- more of a generic class specification that kind of falls in the other duties as assigned area.

Secretary of State: Okay. So we may be able to find out when the legislature in fact authorized this position whether or not they contemplated the specific performance of these duties.

Clerk: Yes. We can look at that.

Secretary of State: So, Ms. Day, if we approve the first year of -- if we approve this in the sum of \$68,190, that's for two years, correct?

Clerk: Correct. I just found an error in the posting. The first item, the title says \$68,190. In the body of the item, it's the correct amount of \$33,390, which we are -- that's the amount we are requesting. The \$68,190 would be for the full contract for both fiscal years, and we only need one year to get us through the biennium. The second year of the contract would end up going to

the legislative session through the executive budget process for the funding of the second year of the contract.

Governor: So if we approve the 33,390, but we only spend the money to get us through this next arbitrage requirement, are we still bound to the contractor for the rest of the year, or can we just get us through this and then have this further discussion as to whether we're going to approve the rest or that this responsibility has to reside with the Controller?

Clerk: The contract has a funding out clause in it, so we could request the contract be terminated through the funding out clause, and then revisit the balance of any arbitrage calculation that would be due through the end of the biennium in a subsequent contract if we choose to contract with -- it changed the agency that the contract is with.

Governor: So how do we frame a motion to, you know, this question for counsel, but...

Clerk: We'd have to defer to the Attorney General's office.

Governor: ...how would we frame a motion to capture that intent?

Katie Armstrong: Thank you, Governor. To capture the intent to bring it back?

Governor: Yes.

Katie Armstrong: And we're currently on Item No. 8, which is the request for the general fund allocation. So this item, you're just going to recommend the amount of the allocation and indicate you want to bring it back in two years, or it wasn't two years, I don't know what was your timeframe?

Governor: I guess my next question then would be when is the reporting deadline?

Clerk: Thank you. There are some arbitrage calculations that are due. There is one that's a statutorily required recalculation that must occur, and then we have ten annual checkup calculations that are not statutorily required that they should be done between now and November, 2010 -- excuse me, 2012. It's not retroactive.

Governor: You almost brought up a whole set of new questions there. Why don't we do this, I think the best way is to take a motion to approve the 33,390, and then -- but also provide that the matter will be revisited upon answering the questions that have been asked today. Perhaps we can put it on next month's Agenda.

Clerk: Absolutely. We will bring it back.

Governor: That may have been not real clear, Mr. Secretary, but...

Secretary of State: I'll move to approve Agenda Item No. 8, the request for general fund allocation from the Interim Finance Committee Contingency Fund in the amount of \$33,390,

contingent upon the request that it be brought forward next month for the Controller and the Department of Administration to respond to the questions that we raised today.

Governor: Thank you, Mr. Secretary.

Secretary of State: I'm not sure if it was clear, but...

Governor: Thank you, Mr. Secretary. It was clear. It was very clear. We have a motion by the Secretary of State. Is there a second? Can you hear me, Madam Attorney General?

Attorney General: Sorry. I had you muted. I second it, but with further discussion. I have a quick question, and it may be for the staff. On our Agenda, which is the Consent Agenda, Item No. 10 is the actual contract for approval that they want us to approve today. So are we saying that we're going to go ahead and approve the allocation of the funds for one year, and approve the contract -- entering into the contract for one year so that Item No. 10 would be adjusted for the amount?

Clerk: Governor, if I may, the contract as agendaized is a two-year contract. So if you vote on the contract, it has to remain as put in place in the Agenda.

Governor: All right. So now we have to approve a two-year contract because if we hold it up for another month what will the consequences be if we're gonna put this on the next Agenda.

Clerk: Thank you. The consequences of placing it on the next Agenda is that the contractor cannot start the arbitrage calculation process. We do have a few that are due immediately. There's mainly one recalculation that is due immediately, and it's a statutorily required recalculation.

Governor: But there is a funding out clause. So even if we approve it for two years, and this item is put on next month's Agenda, and we answer the questions -- or we get our questions answered and we decide we don't -- we can't or won't do this and have the movement permanently to the Department of Administration, we have the ability to cancel the contract?

Clerk: Yes, that is correct.

Secretary of State: One follow-up question. Don't you have the ability to approve an amount below \$10,000 within the Department of Administration? Is it possible to have the contractor work under an interim contract for an amount under \$10,000 to complete the immediate work that needs to be completed this month and then bring the remainder of the balance forward next month?

Clerk: We could absolutely do that. The only problem that I see with that, without approving the IFC Contingency Fund allocation, is we will have to find money in the Budget Division's budget to cover that contract. So that way that -- I guess one way that we could handle it is to approve either -- not approve the contract, and we can do a contract under \$10,000, and then either approve the IFC Contingency Fund allocation at a lower amount, the current amount or not

approve that piece at all and ask for that to come out of the Budget Division budget which will be pretty tight this year with building the executive budget.

Secretary of State: The IFC Contingency Fund request is just a recommendation that we make that goes to the legislature. So we could recommend approval of the full amount. You could then put in place an interim contract of not less than \$10,000 to get them through the work, in which case we could revisit next month, and possibly approve or reject the entire contract?

Clerk: Yes. The other thing that could happen is if the full amount of the IFC Contingency Fund request were approved, both by Board of Examiners and by the IFC, any amount that is not spent automatically reverts back to the IFC Contingency Fund. So if we only do a contract for \$10,000, the balance of the IFC Contingency Fund would revert -- allocation would revert back to the IFC Contingency Fund. So it would not all be spent.

Secretary of State: I guess we have a few options.

Governor: The current motion to approve the first year of the contract in the sum of \$33,390. And the Attorney General has seconded, but has brought up a question on discussion on the motion. Does that satisfy your question, Madam Attorney General?

Attorney General: Yes.

Governor: Do you still wish to proceed with your motion, Mr. Secretary of State?

Secretary of State: Yes, Governor. I think we can move forward with approving the request of the Interim Finance Committee in the full amount, and then with respect to the individual contract, make a recommendation that the Department of Administration enter an interim contract in the amount less than \$10,000 which they have the authority to do, that that would give us some flexibility to have more time to consider this next month, in which case the contract could be brought forward for approval.

Governor: Any further questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***9. FOR POSSIBLE ACTION – VICTIMS OF CRIME FY 2012 4TH QUARTER REPORT AND FY 2013 1ST QUARTER RECOMMENDATION**

NRS 217.260 requires the Board of Examiners to estimate available revenue and anticipated claim costs each quarter. If revenues are insufficient to pay anticipated claims, the statute directs that claim payments must be reduced proportionately. The Victims of Crime Program Coordinator recommends paying the Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 1st quarter of FY 2013.

Clerk's Recommendation: I recommend approval.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Agenda Item No. 9, Victims of Crime, Fourth Quarter Report.

Clerk: Thank you, Governor. The Victims of Crime Program on a quarterly basis comes back to the Board of Examiners and estimates the available revenue and anticipated claim costs for the quarter. The program recommends paying Priority 1 & 2 claims at 100% and Priority 3 claims at 100% of the approved amount for the 1st quarter of FY 2013.

Governor: My only question is there's a reference in the report, and you may not know the answer to this, but it's on page five, that the federal grant was in the sum of 4,541,000, which was higher than last year's grant, and is there a reason why we got more money than we thought we were going to get?

Clerk: I would like to defer to Evan Dale of the Administrative Services Division. He might know the answer to that question. Oh, he just left.

Governor: Bad timing. It's not that important. I can get the answer later.

Clerk: I actually do know a little bit about this federal grant, and the federal grant does -- or has historically kind of had peaks and valleys in the grant. There are reserved balances in the Victims of Crime Program that we are able to offset medical costs when the grant goes -- the grant amount goes up and down.

Governor: The program is performing extremely well.

Clerk: Absolutely.

Governor: And they're reserving money for later in the event that we don't get as much money next time, and I get all that. I just was curious as to why that changes each year and why we get more some years and less others. So, again, that can be provided in a separate memo if you'll do that for me.

Clerk: Okay. Sure.

Attorney General: Governor, there's a representative down here that might have the answer. I don't think she actually could hear your question though.

Governor: Am I not speaking...

Rebecca Salazar: Governor, I'm Rebecca Salazar, Program Manager for Victims of Crime. Could you repeat the question, please?

Governor: And I'm sorry if I wasn't speaking loud enough for you to hear. Just simply why this year's federal grant was more than you thought it was going to be, and what's the policy, or how is the determination made as to how much money you're going to get each year, or the Victims of Crime Program is going to get each year.

Rebecca Salazar: The federal grant, what we receive is based on a state match. So for every 60 cents that we spend, we get -- I think -- I'm not sure exactly the calculation, but it's a 60 percent match. So it dates back two years. So what we spent in FY10, then we get the grant in FY12. So in FY10 we spent more than usual, so it resulted in this very large grant that we received this year.

Governor: Okay. Thank you very much. Then we'll move on to Agenda Item No. 10, Victims of Crime Program appeal.

Clerk: Thank you, Governor.

Governor: Ms. Day, I'm sorry. Is that an action item? It says for possible action. Do we need to approve the report?

Clerk: Yes.

Governor: Okay. Then we'll move back to Agenda No. 9. The Chair will accept a motion for approval of the Victims of Crime FY 2012 fourth quarter report, and FY 2013 first quarter recommendation.

Secretary of State: So moved.

Attorney General: Second.

Governor: Motion by the Secretary of State, second by the Attorney General. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***10. FOR POSSIBLE ACTION – VICTIMS OF CRIME PROGRAM (VOCP) APPEAL**

Pursuant to NRS 217.117 Section 3, the applicant or Clerk of the Board may, within 15 days after the appeals officer renders a decision, appeal the decision to the Board. The Board shall consider the appeal on the record at its next scheduled meeting if the appeal and the record are received by the Board at least 5 days before the meeting. Within 15 days after the meeting the Board shall render its decision in the case or give notice to the applicant that a hearing will be held. The hearing must be held within 30 days after the notice is given and the Board shall render its decision in the case within 15 days after the hearing. The Board may affirm, modify or reverse the decision of the appeals officer.

A. Thomas Shea

Mr. Shea appeals the denial of his Motion for Reconsideration for VOCP assistance. Mr. Shea's claim was closed due to harassment of and threats to the Hearings Division and Victims of Crime Program staff.

Clerk's Recommendation: It is recommended that the Board uphold the denial of this claim.

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: Now, I'm sorry, Ms. Day. Agenda Item No. 10.

Clerk: Thank you. Pursuant to NRS 217.117, an applicant, through the Victims of Crime Program, may within 15 days of an appeals officer rendering a decision, appeal the decision to the Board. In this case, the individual, Mr. Thomas Shea, has requested appeal of the denial of his motion to reconsideration. And as a little background, Mr. Shea appeals the denial of his Motion for Reconsideration for the Victims of Crime Program assistance. His claim was closed due to harassment of and threats to the Hearings Division and Victims of Crime Program staff.

Governor: Thank you. And, Ms. Salazar, are you here for this matter?

Rebecca Salazar: Yes, sir, I am.

Governor: Okay. Now, I'm going to briefly go through the process as I understand it, and I may be skipping some parts, but I just want to make sure that I have it right, and then we'll get to the fundamental question which was the specific nature of the harassment and the denial of his claim. But Mr. Shea was seriously injured back in 2003 I believe it was. He was hit in the eye with a shot glass outside a bar, lost his entire one eye and loss the sight in another eye. He -- the Victims of Crime Program paid for all his medical expenses. He came back and asked for a year's worth of salary for his compensation as well as some dental fees. That matter was heard and ultimately the salary was approved for the lost wages and it was bifurcated for a separate consideration of the dental costs. And that's where I kind of lose the trail, but ultimately I think what I saw was that his time for appeal passed, and so he did a Motion for Reconsideration, but somewhere during that time period there was some statements made to your office by Mr. Shea that was the underlying reason for the dismissal of his matter. And I guess I'm curious as to, you know, I'm not going to condone that kind of behavior, but I'm curious as to what the nature of those phone calls and the statements that were made by Mr. Shea.

Rebecca Salazar: Sure. The Victims of Crime, we're used to dealing with people who are very emotional. This is something that we deal with every day. Mr. Shea's threats, however, were a little more serious. He said things about how many people he's stabbed, and, you know, he's been thrown in the hole while he was in prison for stabbing people, and he'll do whatever he has to do to get what he wants, that type of thing. Once I transferred the claim here to Las Vegas, he made a statement to me about -- I was explaining to him policy views and, you know, saying things that he didn't agree with. And he said that he'd come down to Las Vegas and see me in person and see if I still said no, that kind of thing. He was just a -- on a different level than we're used to dealing with. You know, people get mad at us all the time. That's not the issue. This was a little bit more serious. You know, I mean, he went into great detail about things he'd done to other people, and tweeting that he would do those things to us. And the Northern offices he was visiting every day, which was one of the reasons I transferred it down to Las Vegas so then

it's a little less threatening, you know, it's easier to deal with him by phone. But they don't have security in those offices. They were intimidated and in fear.

Governor: And again, I -- I'm sorry that you had to go through that, and I just think it was important that we know specifically what was going on. We being the Board. And, you know, this is the ultimate sanction in terms of dismissing a case based on that type of behavior, but I just don't -- given what you've today me, I have no reason to question that, and I will be supportive of that. Did I get through the procedure correctly though in terms of the process?

Rebecca Salazar: You did. His ultimate dismissal by the appeals officer didn't have anything to do with the threats. It was simply just because he was filing outside of the timeframe allowed. The appeals officer didn't know anything about the threats. So they were totally separate, just the timing is, you know, prior to his Motion for Reconsideration is when I had closed the claim because during that time period he was, you know, harassing the staff, but the AO decision didn't have anything to do with it. That was simply based on the timeline.

Governor: Thank you. Then I believe, Mr. Shea, is that you? Okay. I'll give you an opportunity to speak. Do Board members have any further questions of Ms. Salazar? Okay. Mr. Shea, are -- is that you here today?

Thomas Shea: Yes, sir.

Governor: Okay. If you would please step forward and I'll give you an opportunity to present your case.

Thomas Shea: For the record, Thomas Shea. It's an honor. Basic stated facts were presented to Ms. Salazar in Vegas concerning the stability of somebody who deals with such a traumatic experience, and then following it up with the Department of Corrections era of one's life can be very hard on somebody as far as their mental stress and the capacity to accept the wanton behavior of certain entities when trying to file claims and get things moving in a proper manner. Never would I ever disrespect the staff of an agency that is trying to help me gain my footing back into society and get back to where I was originally before the crime. I do believe that there was a (inaudible) twist on words to an extent where there might have been assumptions of, it's hard to say the word, you know, threats and harassment, but, you know, if you just state the statutes, I don't think that would be a threat. We'd all be guilty. I simply just -- like I said, I do apologize if it was taken the wrong way, however, I just don't believe it was so.

Governor: And we'll get -- I'll get to the nub of it, Mr. Shea. So you disagree? Do you deny that you made threats to...

Thomas Shea: Oh, yes.

Governor: ...to representatives of the Victims of Crime Program both in Northern Nevada and Southern Nevada?

Thomas Shea: Oh, yes, absolutely. And I do have from Northern Nevada, George Crown actually wrote out a statement. You know, actually I don't believe I have that copy. I do believe I faxed a copy to your office, excuse me.

Secretary of State: I have a copy.

Thomas Shea: Because he, of course, is very distraught that such allegations were made, and he doesn't understand. Of course, he understands the traumatic experiences I've had to deal with, and then, of course, when my case was taken to Las Vegas, since then it's just been a nightmare to try and solidify the conclusion to this matter in a reasonable timeframe without having to state certain facts, policies, rules, regulations concerning 217.

Governor: Ms. Salazar, do you have this statement by Mr. Crown who is the...

Rebecca Salazar: I do not.

Governor: Because he's, as you know, the Compensation Officer with the State of Nevada Board of Examiners Victims of Crime Program, and I'll read it. It says, I George Crown hereby declare that Thomas Shea has conducted business in regards to claims in a profession -- I think he meant to say professional manner. Never have we ever had anything remotely close to the accusations stated. Thomas Shea is very courteous and diligent. We are very pleased to have Thomas Shea and his commitment to success in surpassing the elements that surround being a victim of such a violent crime. I declare under penalty of perjury under the laws of the State of Nevada, that the foregoing is true and correct. Executed August 13, 2012 in Reno, Washoe County, Nevada. So now we have a -- I guess I'll give you an opportunity to respond to that.

Rebecca Salazar: That confuses me. George Crown told me by phone -- he never put anything in writing, but he told me he felt threatened and afraid of Mr. Shea. I do have an email that I didn't include in my packet, but it's from a representative of the appeals office who Mr. Shea made the direct threat to. I can read it. I just didn't include it because I didn't want there to be any retaliation. I didn't know how Mr. Shea would react seeing that in writing. But I -- that confuses me. Mr. Crown's statement confuses me.

Governor: Me as well, because Mr. Crown is the one that's been directly involved in the case, and if I recall, he was the one who appeared in the proceedings of January 19, 2012, and has been the one that's been dealing directly with Mr. Shea.

Rebecca Salazar: Yes, he did.

Governor: So of all the people in your office, Mr. Crown would be the one who's dealt with Mr. Shea the most, correct?

Rebecca Salazar: I'd agree with -- correct, yes.

Governor: So as I said, you know, I've got a sworn statement that's dated yesterday, or day before -- is today the 14th?

Thomas Shea: It was yesterday.

Governor: Yeah, yesterday, by Mr. Crown.

Rebecca Salazar: I don't know what to say about that, Governor. I -- like I said, it conflicts with what he told me. I don't know why he would say that. I'm sure that over the last few months since Mr. Shea's claim has been moved to Las Vegas, I doubt that Mr. Crown's had any problems with him.

Governor: Yeah. And...

Rebecca Salazar: But that's not what he relayed to me. He told me he was in fear. So I don't know why he would put that in writing.

Attorney General: Governor, can I ask a question? What -- where did we get that letter?

Secretary of State: (Inaudible) direct questions to Mr. Shea. This letter was faxed to me, the first page of which is a letter signed by Mr. Shea. The second page was the witness statement that was just read into the record. Did you fax this to my office?

Thomas Shea: I did.

Secretary of State: And did you write this first letter? Is this your signature on...

Thomas Shea: That is -- that was my cover letter.

Secretary of State: Okay. And with regards to the witness statement, how did you come into possession of this witness statement?

Thomas Shea: Upon visiting Mr. Crown. I asked him if it was appropriate for me to do so and he said without a doubt, completely beside himself with wonderings of why such accusations would even be directed towards me. So...

Secretary of State: When did you visit with Mr. Crown?

Thomas Shea: That was yesterday, first thing in the morning, and then later on -- about noon for the finalization for him to sign the...

Secretary of State: Did you prepare the statement, or did he prepare...

Thomas Shea: We both -- well, we both prepared it. We went over it and agreed that certain stating of legal statutes wouldn't be quite appropriate for the matter, so he said just keep it -- to cut out the legal statutes which actually was a page, so I basically just deleted a couple paragraphs and had to print it out.

Secretary of State: Did you write the statement for him in advance, or did he write it himself?

Thomas Shea: He scribbled notes on the back one of the pages I had. It was formulated together, yes. And he read it and signed it and we both agreed and...

Secretary of State: So these are his own words?

Thomas Shea: Yes, sir.

Secretary of State: Okay. And who took the statement and actually put it on the legal pleading?

Thomas Shea: Well, the legal pleading was on my Word spread -- my Word program. I'm very new to computer technology and the whole realm of computers as a whole.

Secretary of State: Okay. And then finally, this witness, Eileen Wood, is that somebody you know personally or...

Thomas Shea: Eileen Wood is the Assistant Coordinator Number 3, I do believe, of the Victims of Violent Crime Program.

Secretary of State: Okay. So this was prepared and signed at the Victims of Crime Program office?

Thomas Shea: And witnessed by Eileen Wood. Yes, sir.

Secretary of State: Okay.

Governor: And just one other follow up. Did Mr. Shea do this of his own free will? Was he intimidated -- did you intimidate him in any way?

Thomas Shea: Oh, absolutely not. George Crown is a very solid gentleman. He's been a family friend for many, many, many years and besides that, he has no idea why the statements were made. We both read this Agenda and were completely blown away.

Governor: When you say he's a family friend, do you have a social relationship outside of this matter with the Victims of Crime Program?

Thomas Shea: Well, I remember him from the neighborhood. He had a couple dogs that he used to -- that would help get the horses when they would leave the pasture when I was a kid, so the dogs used to round up the horses and that's how I remember him. Yeah. But we never spoke though. He was an older gentleman, you know, and I was just a child.

Governor: So you knew him as a kid, Mr. Crown, as a child, right? Is that what you said?

Thomas Shea: Oh, yeah, eight, nine, ten years old, I remember.

Governor: Did you have any dealings with him between that time and the time you were injured?

Thomas Shea: Absolutely not, no.

Governor: Okay. And then were all of your dealings with Mr. Crown from the time you were injured until now based upon his responsibilities and functions as the compensation officer at the -- with the State of Nevada?

Thomas Shea: Absolutely. At the most professional level. And reason being we have no idea why it was transferred to Las Vegas, and the denials and the repercussions it's had on medical bills and time periods have been a constraint.

Governor: Well, you can understand why we're having all these questions, because we have Ms. Salazar who's telling us one thing...

Thomas Shea: Right.

Governor: ...and she likely would not have had the case transferred to Southern Nevada if Mr. -- it sounds like Mr. Crown would be the one who would want to have it moved if he was the one that was dealing with you most often, and it was moved to Southern Nevada to avoid the confrontations that Ms. Salazar has described in Northern Nevada.

Thomas Shea: It was moved to Southern Nevada by Ms. Salazar at the Southern Nevada Las Vegas office unbeknownst to George Crown. He had no idea that it had even been moved until we got the letter of denial. And, of course, that was just a statement of fact, as I, you know, was trying to deal with Rebecca Salazar down in Vegas, and stating facts of the last few years, and my grammatical parameters as far as legalese terms, it's just what it is. I didn't mean for her to take anything the wrong way as far as...

Governor: Again, what Ms. Salazar has presented, it's kind of hard to take that a different way. I mean, it's pretty direct.

Thomas Shea: It's very direct, it's very overwhelming, and unfortunately it feels as if I'm a victim again, in a very sinister way, and it's just something that I'm dealing with.

Governor: Ms. Salazar, you've represented that Mr. Crown had made statements to you that he was concerned as well. Did he provide any of that in writing, or -- it sounds like you've been...

Rebecca Salazar: No.

Governor: This is all news to you today?

Rebecca Salazar: It is, yes. He didn't provide anything to me in writing. It was all over the phone. The catalyst for the claim closure was, again, the email that I received from a

representative in the Hearings Division, which is a separate office, and that contains quite graphic threats. So at that point, I just felt, you know, we had dealt with this kind of thing enough, and closed the claim.

Thomas Shea: If I may speak, one of the reasons for the anticipation of me to visit Las Vegas office was because a certain time period of a Wednesday morning needed to be met and the inter department mail service was mailing the said document through the postal service when it could have been hand delivered and done appropriately that day. Instead it had to be delayed a week was -- it was very hard to comprehend why I was being deferred in such a manner. So seven hours Las Vegas. We all love Vegas.

Governor: Mr. Shea, I don't want to get into any of that issue. I want to stick with the issue that's before us today which is the nature of the dismissal which is, you know, again, we're getting two very different stories today, and now Ms. Salazar is hearing for the first time -- it would be very helpful for me to have Mr. Crown himself appear before the Board.

Attorney General: Actually, Governor, I have a suggestion. Because pursuant to statute we can only look at the record before us, and clearly, this is outside of the record, if we still have further questions, our options may be to continue this for a hearing and we ask that Mr. Crown appear and anybody else that works with the Victims of Crime Compensation Fund who had interactions with Mr. Shea, that had concerns of -- that he harassing. That is an option for us. But I do -- I have to object to this letter coming into us now and us considering it at this time because it's not part of the record.

Thomas Shea: I apologize for that.

Rebecca Salazar: Can I make a statement also, please?

Governor: Yeah. Ms. Salazar.

Rebecca Salazar: The claim closure is secondary to the issue at hand, so that, you know, we may want to consider that also. What Mr. Shea is appealing today is his denial for dental work based on that Motion for Reconsideration, so there's also that to consider aside from the claim closure.

Governor: That isn't before the Board today though, is it? I thought there was...

Rebecca Salazar: It is.

Governor: ...some procedural requirements that had not been met.

Rebecca Salazar: I'm sorry. What was that?

Governor: Weren't there some procedural deadlines that were not met by Mr. Shea, which is ultimately the reason for the denial of his claim?

Rebecca Salazar: Right. And my understanding from Mr. Shea's written appeal to the Board is that that is what he is appealing, is his denial with his Motion for Reconsideration which concerns the dental work.

Thomas Shea: That would fall under NRS 217.200...

Governor: Mr. Shea, just a moment, please.

Attorney General: So, Governor, this is Catherine. Can I ask a couple questions? Because here's my understanding of the facts. Besides getting to the denial of the motion for consideration, which I understand was denied because it was filed beyond the timeline within which he has to file the motion. So that's clearly a statutory issue. But prior to that, when he originally had his hearing, there was supposed to be two issues the hearing officer was going to hear, lost wages and dental. She only heard the lost wages, so at the end of that hearing, recognizing that the hearing officer had only heard one portion of it, agreed to have another hearing to address the dental portion of that. That was scheduled twice, and for some reason, Mr. Shea and his counsel did not appear or submit, is my understanding, the documentation that the hearing officer wanted to have that second hearing. So if you look at the hearing officer's order, and it's dated April 10, 2012, apparently there were two previous orders, one on January 25 and February 16 that the hearing officer had issued trying to get this information regarding dental so that she could make a determination. She never heard from either the counsel or Mr. Shea. So that order basically considers the appeal abandoned and dismissed. So my question is for Mr. Shea, why did not respond to the follow up with respect to the dental documentation that the hearing officer had requested of you?

Thomas Shea: I'm not quite at liberty to discuss the finite details of that, however, my counsel has been removed due to his malpractice. I had no idea that the request was made by Ms. Gallagher. I was aware that she had pointed out several times, and indicated to my counsel at the time to file motions for the remainder of 217.200(4) and medical i.e. dental. And like I said, can't really divulge what is happening there, however, my attorney is -- my attorney is guilty of that.

Attorney General: I'm sorry. I missed that. Your attorney did what?

Thomas Shea: He did not submit the proper motion during the proper time and never even entertained the letters from Ms. Gallagher. I had absolutely no idea anything had transpired between the two and was waiting for my attorney to submit the proper motions.

Attorney General: Okay. So I'm confused. Either you weren't informed from your attorney that you were required to provide it, or you knew about it and were waiting for your attorney to submit the documentation, which was it?

Thomas Shea: I clearly knew that there was some motion to be filed between my counsel and Ms. Gallagher. I knew that Ms. Gallagher was stepping down from her bench, and I knew that we would be in front of another justice. However, I was not aware that that had been sent by Ms. Gallagher, and the ball was moving so fast, and since then I've terminated counsel and taken up

matters myself. So to answer your question, yes, I did know, however, the time period I figured would be in the hands of my counsel since that's what I paid him for.

Attorney General: I have no further questions. Thanks. Thank you.

Governor: So if I heard your answer right, Mr. Shea, you were aware of the deadline, your counsel didn't meet the deadline.

Thomas Shea: I was -- sorry. Mr. Shea, for the record. I was not aware of the deadline whatsoever. That phase of the procedures was not something I had studied.

Governor: And did you receive mailings from Victims of Crime Program and all the orders in the proceedings because I -- I haven't looked through all of them, but is your address 25924 Vianna (sp?) Avenue, Number 6, Lomita, California?

Thomas Shea: No. I have not received any one of those, and that was all mailed to my counsel, and if he were to forward it, it would have been to 128 Palos Verdes Drive, Redondo Beach, to my prior residence. I don't know why...

Governor: So where is this -- what's this Lomita, California address?

Thomas Shea: That was my mother's address. That was a backup address. I have no idea why -- do you have copies?

Governor: It's on the certificate of mailing for most of what I see is...

Thomas Shea: Really?

Governor: ...the mailing. So is that still your -- that address, did you provide that address to the Victims of Crime, or did your counsel?

Thomas Shea: That address was provided to the Victims of Crime some time ago. The only thing that I have is this right here, and it is the hearings from Deborah Gallagher, and I had to request this personally here in Carson.

Governor: And then I guess there was an address change. There's a new address of P.O. Box 12662, Reno, Nevada 89501. Is that your current address -- your current mailing address?

Thomas Shea: Correct. Yes, sir.

Governor: And, Ms. Salazar, is there any Notice of Withdrawal by Counsel in this matter?

Rebecca Salazar: Not that I've received, no.

Governor: And did Mr. -- did the attorney, Mr. Pakele P-A-K-E-L-E, did he at any time advise your office that he was no longer representing Mr. Shea?

Rebecca Salazar: No, he did not. And if I can state also that in April, I believe, Mr. Shea and I discussed this appeal to the Board. And when I looked at the decision, I realized that the Hearings Division had used the incorrect appeal rights. They used a form that they normally use for workers' comp claims. So I had the appeals office redo that on the correct form, giving Mr. Shea the correct appeal rights, which started the clock again. He was aware of all of this. We talked about it at the time. We sent emails back and forth. So there was a period that he could have appealed within -- and been within the timeframe. He had double the normal appeal period because of the mistake.

Governor: Mr. Shea, do you have any explanation for that? According to Ms. Salazar, you were aware of the appeal and still didn't meet the deadline.

Thomas Shea: I was aware of the appeal, however, I was not aware of the transgressions that had taken place with my counsel at the time. It was in the latter weeks of April that the official civil complaint was filed, in lieu of the transgressions of my counsel regarding this case. And when one is thrust upon such a monumental task to take on without having any trust in anybody having to deal with it himself, it does require some time.

Governor: Well, did you ever call the Victims of Crime Program and say I'm having issues with my lawyer, I need more time?

Thomas Shea: That's where I do believe these accusations came rolling about because there was no understanding, there was no trust. I could not trust anybody. I had no cooperation whatsoever and laughing.

Governor: No. But that -- that wasn't my question. Did you -- I've read some of your statements with regard to your issues with your attorney. That's in the record. But did -- if you were having those issues, did you communicate with the Victims of Crime Program and say, I need more time, and I think they probably would have granted more time had they been aware that you were no longer represented by counsel.

Thomas Shea: I tried. However, I have not received any communication from the Victims of Crime down there in the southern jurisdiction of Las Vegas. I can't remember when.

Governor: No. But they wouldn't have any reason to believe otherwise. I mean, they -- you were aware of the appeal time. From what you've said today, you had some issues with your attorney, and then there was no further communication between the Victims of Crime office and you, but they would have no reason to because as far as they're concerned, the time's ticking and they're waiting to hear from you or your attorney. And what you've stated is that you had an issue with your attorney that you separated from him, and then the time ran out and then you decided you needed to seek reconsideration of this decision.

Thomas Shea: Correct. I needed to seek reconsideration in this subject, and the appeal...

Governor: But why wait until after the appeal time had run if you knew that it was running?

Thomas Shea: The only appeal date that we missed was when I was with my counsel. There was no other appeal that was lapsed in any type of amount of days, hours or minutes by me.

Governor: No. But, like I said, I'm trying to understand the facts, Mr. Shea, and we've got to get to a point of decision here. But I just want to make sure that I have a full grasp of the facts before I accept a motion. But you just said -- or Ms. Salazar said that there was an appeal time, that it was communicated to you and counsel, that you separated from your counsel and then the time period ran. You never communicated with the Victims of Crime Program to let them know that you had separated from your counsel, and then ultimately the time period ran and the order was issued by Ms. Gallagher.

Thomas Shea: All my homework was turned in on time when I was representing myself. Anything that happened during my -- when I was represented by counsel, I do believe there was one timeframe that was lapsed, however, we surpassed that and Ms. Gallagher decided and ruled upon it. However, everything I have turned in has been up to par.

Governor: I mean, I don't even know, Ms. Salazar, as I also seek the assistance of my Board members, but according to the order, the latest order, which is June 26, 2012, there was a Motion for Reconsideration filed on June 20, 2012 in regards to a decision of April 10, 2012, which the Attorney General has referenced. The appeals officer no longer holds jurisdiction pursuant to NRS 217.117, appeal had to have been taken within 15 days of April 10, 2012. The Motion for Reconsideration is denied which brings us to where we are now, which is the appeal of this order. I don't know if there's anything in statute that gives this Board any authority outside of the statute to make a decision otherwise. I guess one last question, Mr. Shea, have you taken this -- if you have a dispute with your attorney, have you taken this matter to the State Bar Association? Have you filed a complaint with the State Bar?

Mr. Shea: I have filed a complaint, sir. Yes, I have. Because it is completely unnecessary, does not show any type of professionalism whatsoever. Clearly not amused.

Governor: Any further comments from the other Board members?

Attorney General: Governor, this is Catherine. So let me just tell you my dilemma here. There's no doubt that there was a hearing and Mr. Shea and his attorney were there. And right along with having that hearing, the hearing board of that was then sent January 25, 2012, along with that was a (inaudible) order where the hearing officer recognized that she did not consider a particular issue, so she then invited the parties to submit any arguments with regard to that particular issue in writing, and that also is dated January 25. By February 16, not receiving anything, the hearing officer then issued another order saying we haven't received anything with response to that second issue, if I don't receive anything, I am going to dismiss that second issue on March 3, 2012. So on April 10, then this order is filed again saying that she hasn't received anything and feels that the second issue has been abandoned by the parties and she's going to dismiss it.

Now, I'll give Mr. Shea the benefit of the doubt that he was relying on his attorney, but during that course of time I guess I'm concerned that I didn't hear Mr. Shea saying that he was either trying to contact his attorney to figure out what was going on with his case and/or contacting the Victims of Crime during this period of time explaining to them that he was having problems with his attorney. So I'm kind of confused about that, because at some point in time Mr. Shea realizes that an order is issued and he files a Motion for Reconsideration. I'm not sure how he found out about what was going on enough to then file the Motion for Reconsideration. So that is confusing me here.

I want to give him the benefit of the doubt that if he was relying on his attorney and the attorney was not communicating with him and fell short of his duties, then, yes, Mr. Shea should have an opportunity to have his case heard. But if he was just as negligent in follow through and knew about it and was not -- not only not following through, but at the same time harassing the staff, which I still am not clear on and would like more information, I do have concerns about letting him come back and have his day hearing with respect to the second issue. I just -- if it is true that he is harassing the staff, he knew well about what was going on and didn't take advantage of his opportunities, and now is come at the 11th hour, I think it's too late. But I don't have enough information with the record that is before us to make that determination.

Governor: Neither do I.

Attorney General: So my suggestion would be if we really need more information that is above and beyond the record, that we continue this, we have a hearing so that we can gather the additional information we are hearing about to make this determination.

Governor: And when you -- how much time will it take Ms. Salazar to -- when you say -- let me back up. Madam Attorney General, when you say to hear this, are you saying that -- for the Victims of Crime Program to hold another hearing to develop the record or for that to be before the Board of Examiners?

Attorney General: No. I'm saying pursuant to NRS 217.117 (inaudible) before us, and we have certain statutory options that we can follow. One of them is within 15 days after this Board meeting we either render a decision on the case or give notice to the applicant that a hearing will be held, and that hearing must be held within 30 days after the notice is given, and the Board will then render its decision after that second hearing. That is the only -- from my understanding, unless there's something else in the statute, that is the only way that we as a Board can gather additional information. It's pursuant to the statutory obligations that we have. And so, you know, short of having a full blown hearing, I would say that we have a hearing so that we can at least gather the additional data that's outside the record to help us make a determination.

Governor: I agree. I mean, we've heard a lot of new things today. There's a lot of contradictory presentations that have been made, and it would be helpful to me in order to reach an informed decision to have those facts presented one way or the other. So I'd be agreeable to following the statute and scheduling another hearing so that we can gather that information.

Rebecca Salazar: Governor, this is Rebecca. At the heart of this is the dental issue and whether or not Mr. Shea has the documentation that relates his current needs to the crime. So can we ask Mr. Shea if he has that at this point? I've never seen any dental -- anything dental other than one letter from a doctor. So that's kind of what we've been waiting for this whole time. So I'm wondering if he has that.

Thomas Shea: For the record, Thomas Shea. I've had several dental assessments done. I would count them to be five or six from Scottsdale, Arizona to Pacific Palisades in Southern California, and they've all been submitted to the Victims of Crimes in the southern district of Las Vegas.

Governor: So, Ms. Salazar, I don't know if you could hear Mr. Shea, but he says that he's provided the dental records to your office. It sounds like you haven't received them. I think there was underlying issue as to whether the dental treatment related to the crime itself as well.

Rebecca Salazar: Right. Okay. I haven't received those. I've received one dated I think 2012, but it didn't clearly relate the current needs to the crime of 2003. So that would be my only hope is if we did hold a hearing at some point that we could see a record of, you know, clearly dating these current needs back to 2003.

Governor: All right. Well, then...

Rebecca Salazar: So that we could pay for them if the claim was sent back to us so that we could even help with the current needs.

Governor: So if I hear you right, Ms. Salazar, you're not aware -- or you have one dental record from 2012.

Rebecca Salazar: Right.

Governor: You're not aware of, or have not received, the other records that Mr. Shea has represented that he's provided your office. If indeed they're provided to you, that would give you the opportunity to review them and make a determination as to whether (a) they're valid and (b) whether they're related to the crime itself.

Rebecca Salazar: Correct. The one from 2012 that I have says that it's not clear that it's related to the crime of 2003.

Governor: So if we continue this matter and ask Mr. Shea to again provide your office with copies of those records, will that give you sufficient time to review them and provide the Board with your findings by the time we hold the hearing?

Rebecca Salazar: Yes. Mm-hmm. Yes, sir.

Governor: Yes. Is that helpful to you, Madam Attorney General?

Attorney General: Yes.

Governor: So we -- what I'm hearing from the Attorney General, and I don't know how the Secretary feels on this, is that we will continue this matter pursuant to statute. What are the time deadlines again that we're working under?

Clerk: Governor, per the statute, the hearing has to be held within 30 days after notice is given that you're going to hold the hearing, and then a decision has to be rendered within 15 days after the hearing.

Governor: So how much time between now and when a notice is provided will it be?

Clerk: Governor, that's not clear. So it just has to be held within 30 days after you give him notice.

Governor: All right. Well, Ms. Salazar, how much time do you need to get all the information that you need so that we can have a hearing to resolve this case once and for all?

Rebecca Salazar: I would think 10 or 15 days would be fine. Probably not even that long.

Governor: And I -- in my experience on this Board, I don't know if we've ever had a separate hearing aside from the regularly scheduled Board of Examiners' meeting. It sounds like there's not enough time between now and the September Board meeting within which to hold the hearing, so perhaps we could schedule the hearing for the Board of Examiners' meeting in October. Any objection to that from the Board members?

Rebecca Salazar: I don't have an objection, but for me the September meeting would be fine. October's fine too.

Attorney General: Governor, I don't have a problem with that. The only thing I'm going to request is that we make sure that Victims of Crime compensation fund (inaudible) witnesses or evidence to address the harassment issue.

Governor: Right. I just don't want any hiccups between now and September. That's why I was a little more comfortable with the October date.

Rebecca Salazar: That'd be fine.

Governor: Okay. Mr. Shea, do you have any objection to continuing this matter to October so that you can have a full hearing to present for the presentation of all the facts and give you an opportunity to provide, if you have not already, I'm not disputing whether you did or not, but if you provided the records once, I'd respectfully ask that you provide them again to Ms. Salazar, your dental records. And then in the meantime, give Ms. Salazar an opportunity to prepare her presentation. So again, Mr. Shea, do you have any objection to continuing this matter to October?

Thomas Shea: No objections whatever, Governor Sandoval. Sounds great.

Governor: And further questions or comments from Board members? Okay. Then the Chair will accept a motion to continue Agenda Item No. 10 until the October meeting of the Board of Examiners.

Secretary of State: So moved.

Attorney General: Second.

Governor: We have a motion by the Secretary of State, a second by the Attorney General. Any questions or discussion of the motion? Hearing none, all in favor of the motion, please say aye. Motion passes unanimously. Thank you very much, Mr. Shea.

***11. FOR POSSIBLE ACTION – LEASES**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: We'll move on to Agenda Item No. 11, leases.

Clerk: Thank you, Governor. The statewide leases on the Board of Examiners' Agenda, there are 13 statewide leases that were submitted for review and approval.

Governor: Thank you. I have no questions regarding any of the leases described in Agenda Item No. 11. I do want to make a comment that in Lease No. 13, there's a savings of \$331,632.16 over the term of the lease, so kudos to the individuals associated with the negotiation of that lease. Any other questions or comments from Board members?

Secretary of State: No, Governor.

Governor: The Chair will accept a motion for approval of the leases described in Agenda Item No. 11.

Secretary of State: So moved.

Attorney General: Second.

Governor: The Secretary of State has made a motion to approve the leases described in Agenda Item No. 11. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

***12. FOR POSSIBLE ACTION – CONTRACTS**

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

Clerk's Recommendation: I recommend approval.

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

Comments:

Governor: The next item on the Agenda is Agenda Item No. 12, and I want to give the Board members an option. I have many questions on many matters within the contracts. Do you wish to take a break now, or do you want to go ahead and get started with Agenda Item No. 12?

Attorney General: Actually if we could take a five-minute break, that would help me, and I'll be right back.

Governor: All right.

Attorney General: Thank you.

Governor: The Board of Examiners will be in recess until 15 minutes to the hour. Thank you. Call the meeting back to order, please. We will proceed with Agenda Item No. 12, contracts. Ms. Day.

Clerk: Thank you. There are 77 independent contracts that were submitted for Board of Examiners' approval and -- review and approval this morning.

Governor: Thank you. I have a few hold outs. I'll start with Contracts 5, 7, 8, 9, 10 -- are we pulling 10 off the Agenda? That's the arbitrage.

Clerk: Yes, 10 was denied in the last motion.

Governor: Then move on to 22, 23, 24, 26, 30, 32, 38, 43, 66, 67 all the way through 73, I just have questions on these Nevada Works Workforce Connections contracts, and 75 and 76. Madam Attorney General, Mr. Secretary of State, do you have any other contracts you wanted to hold out?

Secretary of State: Contract 74.

Attorney General: No, Governor.

Governor: Alrighty. Then we'll begin with 5 and 7. And my only question on those two, are they with the same individual? And I was wondering why we had to do two separate contracts with the same individual.

Nancy Bowman: Good morning, Governor, Board members. Nancy Bowman, for the record. I'm the Tort Manager for the Attorney General's office. Mr. Bates is an ombudsmen for the

Department of Corrections. Tries to settle inmate mediations early on. The second one, number 7 is an amendment. That increases the funding -- his original contract was set to expire June 30, and we were doing new contracts. We were required -- the state purchasing requested that we do a solicitation for these services, so with the new contract, instead of extending the existing contract out for an additional two years, we did a solicitation labor to start a new contract process. So Item No. 5 is the new contract effective September 1, and the amendment is Item No. 7, and that's just to get the current contract out until the new contract starts.

Governor: So he'll be performing the same function for both contracts?

Nancy Bowman: That is correct.

Governor: All right. That's all I had. Thank you.

Nancy Bowman: Thank you.

Governor: Agenda Item No. 8, which is the contract with the Glen Group. Are you going to handle that, Mr. Secretary?

Secretary of State: Governor, I can probably address the bulk of the questions. If there's anything related to the RFP process, I do have some staff here that could address that also.

Governor: No. No questions regarding the RFP process. I was just looking -- we didn't -- I didn't get a copy of the media plan until late, but essentially what the functions are going to be performed by the Glen Group and the purpose of contract.

Secretary of State: The purpose of the contract is to do an educational awareness campaign around voter registration, most specifically about the new online voter registration system that we're offering which was part of a pilot program in 2010 in Clark County only, but will be available statewide for this election. Nevada is seeing about less than ten percent of all registrations currently using the online voter registration. Compared with other states that had implemented that, that's relatively low. Arizona has about 63 percent usage in 2010. Washington had 55 percent. There are ten states now implementing it and there are a number of benefits that come with the online voter registration system. It's cleaner and easier to administer for the clerks. It helps us clean up our voter rolls. It reduces the dependence on third party groups including the political parties and some of the out-of-state groups which is going to be increasingly prominent this election. We have had some problems with voter registration fraud that had brought us some unwanted national attention, and so this is a much more secure system.

In order to use it, you have to have a driver's license or a DMV issued ID card. We want to get that message out there. You can now register online and doing so requires only five easy steps, so we want to encourage usage of it, and you'll be immediately registered. It also allows us to verify the information immediately, which is a big step and creates a much more secure system. So the contract is the contract with an advertising firm that will help us get that message out there through paid media.

Governor: And it's all going to be performed essentially within six weeks? What's the deadline to register to vote?

Secretary of State: The voter registration deadline is October 6 in order to access the online system. In truth it's going to be tough to afford any advertising after that date as we get closer to the election and we're certainly paying a premium this cycle because of some of the outside groups coming in, but it would be focused around voter registration month which is September.

Governor: And will it be via television, radio? What are the...

Secretary of State: We've had some initial discussions, although obviously nothing finalized contingent upon the approval of this contract, but the Glen Group is recommending it would pursue a strategy that's heavily based on online advertising to focus on the online registration, TV, and then some outdoor media as well.

Governor: Are there any target groups or is this kind of a blast to get all those that aren't registered to register?

Secretary of State: The primary target age is 24 to I believe 44 year olds, with a secondary target age that expands a little bit, 18 to 24, and 44 to -- I think they add another six years or so. They looked at the demographics of the number of registered voters and the number of people that are eligible to register to vote and compared that with census data to find out where we could potentially move the needle the most, and so that's how they arrived at that target group.

Governor: And so they won't be actually registering voters, they'll just be soliciting people to register online?

Secretary of State: Correct. They'll put together the media plan and help drive the awareness strategies so that people are aware that this new tool is out there.

Governor: Okay. I have no further questions. Thank you very much, Mr. Secretary. Next is Agenda Item No. 9, the contract with Hamilton Lane and the Treasurer's office. Good morning. Or afternoon, almost afternoon.

Mark Mathers: Mark Mathers, Chief Deputy Treasurer.

Governor: Thank you, Mr. Mathers. I got an updated -- or some updated information because I did have a question whether there was an RFP process, but there were several entities that bid for this contract.

Mark Mathers: Yes. We distributed the RFP to more than 25 firms, and we received 12 proposals back.

Governor: And when -- if you could go into a little more specific on how they're going to be paid and, you know, I know this is an outgrowth of SB 75, and it's an opportunity for -- to use some dollars to invest in state firms and what have you. So how will Hamilton Lane be paid?

Mark Mathers: There are two components to their fee, and I guess I would recognize the dollar amount you see is pretty daunting. The first component of their fee is a management fee, and so this would be analogous to an expense ratio for a mutual fund you or I might buy. And so that's the only fee that guaranteed. That fee starts at one percent of committee capital and decreases ten percent a year after the commitment period. And so the management fee is estimated at roughly \$3.5 million over the ten-year program, so it averages to 350,000 a year, which computes to an expense ratio of .7 percent or 70 basis points, which is very reasonable, very low if you consider probably the median expense ratio for an actively managed public equity mutual fund is closer to 100 basis points. So very reasonable management fee. It's just over ten years that they're paid.

The second component to their fee is what's called carried interest or carry, and this is their share of the profits from any returns they make, and we estimated here 3 million or so, 3.14 million of carry that they would receive. Again, this is their share of the profits, so they have to generate a positive return, and we'd have to be reimbursed our management fee before they share in any of the remaining proceeds, and those are split 90 percent to the state, 10 percent to Hamilton Lane.

Governor: And I haven't done the math. What are you estimating their performance is going to be?

Mark Mathers: This is based on an estimate of a net internal rate of return of 9.75 percent. So close to ten percent return, which far exceeds what we're earning on this portfolio which is closer to one percent.

Governor: And the length of the contract, 10 years and 15 days, that's a long time.

Mark Mathers: It is a long time. It's the usual -- ten years is kind of the usual and customary term for a private equity investment. In a structure like this, private equity is different than public equity in that we're not necessarily flipping companies. We're taking companies, start-up companies or smaller companies, that are growing, we will take an equity position in those companies in return for our capital, and help grow them and nurture them. So Hamilton Lane most likely will set on the board of directors of that company, mentor them, help them grow, provide access to other capital and markets, and then allow that company to grow over time, so a ten-year period is the normal period.

Governor: So we won't expect to see returns for some time, because you've got to give these companies an opportunity to be successful.

Mark Mathers: That's generally true. There may be cases where in a buyout situation a more mature company we invest in that the company could be flipped for a profit. So we might see returns beginning in year two, but, yeah, it's a much longer investment horizon than other kinds of assets like fixed income for instance where we have a five-year maturity. So probably between years two and ten we'll see those returns come in.

Governor: And I don't want to get too far into the policy and make this into a legislative hearing, because we've been through all that, and I've signed the bill.

Mark Mathers: And you signed the bill.

Governor: Yes. Understood. So I guess the bottom line is if there's a small company -- if somebody owns a pizza company and this Hamilton Lane sees that there's some potential there, they stake a position in that. Two years from now if it's being -- if it's wildly successful and, as you say, they can flip it, or if it starts to be profitable, we -- the fund would share in the profits?

Mark Mathers: That's exactly right.

Governor: Okay. And what if they're not performing well?

Mark Mathers: If it's a co-investment that we're making, certainly Hamilton Lane will participate again in the management of the company, and so it's not unheard of to replace the management of the company if things aren't going well, and that's the reason for the underperformance. If it's an underlying fund investment, the underlying fund manager can make those kind of decisions too. Certainly there's an intense screening process that goes on with firms to make sure there's potential there for growth and profitability, and so there are all kinds of strategies these managers use to make sure that happens.

Governor: I think you've answered all my questions. Thank you, Mr. Mathers. Any questions from other Board members?

Secretary of State: No, Governor.

Governor: All right. Thank you. Move on to Contract 22, Commission on Tourism. Nobody here? All right. Ms. Day, my only question there was how do we measure performance on that contract? I mean, this is to induce or to try and increase the amount of visitors from China which is a very fertile market in terms of bringing tourism to the State of Nevada, and I was just curious how they determine whether this entity is performing well. That was going to be my question.

Clerk: Thank you. As far as I know, the Commission on Tourism looks at a lot of the data that comes out of their system on different visitors that actually come from those areas. I don't know exactly what all they use. A lot of it is return on investment, but the agency would have to give you specific details.

Governor: And as I said, if you could communicate with Ms. Vecchio and get just a paragraph on how they determine how they're doing.

Clerk: Absolutely.

Governor: All right. Contract 23, Governor's Office of Economic Development. Good morning, Mr. Hill. Good afternoon.

Steve Hill: Good afternoon, Governor, members of the Board. My name is Steve Hill. I'm the Director of the Governor's Office of Economic Development. We have five contracts before you today. I wasn't sure if you wanted an explanation of all five. I can be very brief. Three of them are, including No. 26, which is the Las Vegas Regional Economic Development Council's contract. Those three are the last three of ten that we have brought before the Board. The prior seven during the last Board of Examiners' meeting. The Las Vegas contract is for \$1,375,000 which is approximately 50 percent of the grant funding that we have provided to regional development authorities. The reason for the two different meetings for these ten contracts was not really a content issue, it was just a process issue. There was a relatively short timeframe between the deadline for the last meeting and the time that we had to get contracts signed. These three organizations were not able to just get that done in about a week's period of time.

In between the last Board of Examiners meeting and now we had a meeting of the Board of Economic Development at which this Las Vegas contract was discussed. There was some discussion regarding the amount. I think that has been explained, and we've talked about that actually at the last Board of Examiners' meeting as well, and I'm happy to answer any questions on that. There was also some concern expressed with respect to some of the language in how we were measuring some of the things on who could be involved in the economic development process. That has subsequently been worked through I think to the satisfaction of everyone involved. The Board of Economic Development will take out that contract for approval again on Thursday. My understanding in discussing that with those who have been involved that they are more than satisfied with the resolution of that.

Governor: And that was going to be my question, Mr. Hill, with regard to the Las Vegas Regional Economic Development Council is that there were some outstanding questions with regard to the form of the agreement between the state and that entity, and that was it premature to approve this contract today if we hadn't approved to the form of the agreement in the first place between the state and the entity, so...

Steve Hill: Thank you, Governor. I don't believe it's premature, and I think it is important that we approve the contract today because the funding for the development authority is contingent obviously upon approval. I have talked with Mrs. Marin (sp?) who is the Board member who raised the concerns, and also talked with the university system about the issues that were raised as well the Las Vegas Regional Economic Development Council. They have signed that contract obviously, and both Ms. Marin and the folks from NSHE are completely satisfied that the contract is approvable at this point.

The other Agenda Item is No. 24 which is a contract between our office and the System of Higher Education. And this is a program that is federally funded. The money originally comes through DETR. DETR sets aside a portion of their career enhancement fund for training for companies that we are trying to incent to either grow or move to Nevada. So this follows the same process as our other incentive process. Originally this is a \$500,000 contract with the System of Higher Education, because in one of two ways, the system takes oversight of that training process. They may actually provide the training process through the community colleges or this can be on-the-job training which is overseeing and audited and then signed off on by Nevada Industry Excellence which is a part of the System of Higher Education. So the

contract in total is with NSHE. That may then go directly to community colleges or it may flow through the Nevada Industry Excellence part of that organization.

The companies involved with these training funds must match dollars. The grants are typically \$1,000 per employee on a maximum, and that is actually the typical amount. But in the case of more technical training, particularly once Nevada Industry of Excellence has looked at what those training requirements are, grants have been made up to about \$3,500 per employee, and again that's the federal grant portion. The companies have to match that amount. Happy to answer any questions.

Governor: The last one was 23, and I was just curious how we got to this contract with regard to improving an existing business or starting a business within the north Las Vegas area and the special impact zone.

Steve Hill: That is a contract that we have had with the Small Business Development Corporation. They provide that service in that area. The city of north Las Vegas is also a participant financially in that grant, but it's a program that we have been able to leverage money against. We see a need there and feel it is worthwhile supporting and is very much in line with our economic development efforts.

Governor: That's all I have. Thank you, Mr. Hill. Any other Board member questions? Thank you. Next was Contract 30, Veterans Gift Account, Office of Veteran Services.

Kat Miller: Good afternoon, Governor, Board members.

Governor: Howdy.

Kat Miller: I'm Kat Miller, the Deputy Director for the Nevada Office of Veteran Services. Sir, did you have a specific question, or do you just want me to discuss the contract in general?

Governor: Yeah. Why don't you turn -- if you'd please restate your name for the record.

Kat Miller: Yes, sir. Kat Miller, Deputy Director, Nevada Office of Veteran Services.

Governor: No. My only question is it seems like a significant amount of money to rebuild a website.

Kat Miller: Yeah. I don't like the wording on there, sir. Let me restate what it's for. What this contract will do is it will create a social networking platform that will connect our veteran service members and families to services, programs and opportunities. As you're probably aware, there's a sea of good will out there. There are many, many programs aimed at helping our veterans with health issues, educational issues, employment issues. The problem is there is no one single entry point for Nevada veterans, family members and service members to access all of this. So what this will create is that single entry point. It doesn't create many new services and programs. What it does is it creates a delivery system for our veterans to come in. I get calls all the time, as does my boss Caleb Cage from employers for example that say, boy, I'd love to hire

a vet, or from folks that will say I'd like to contribute to this, or a veteran that says I'm not sure how to handle this, and it takes a lot of time. We're backlogged six to eight weeks handling veterans that come into the office that want to handle things on a face-to-face basis. We need to provide better delivery of services and this social network platform will do that for us.

Governor: And this entity will continue to provide maintenance and services later on?

Kat Miller: It will. The cost, sir, the \$340,000, the initial project cost is 250,000, and then annually it's 41,000. As we get it developed, as we -- we're hoping that that 41 -- correction, 45 K will go down, but for the first two years, it's 250,000 for the project cost, and then 45,000 annually for maintenance.

Governor: And this is funded through the gift account, so primarily through license plate fees?

Kat Miller: Yes, sir. This is from the license plate gift account.

Governor: You guys of doing well on the license plates.

Kat Miller: Yeah. I'm really excited about this one, because this directly takes the mission of the license plate gift account to provide service and outreach to our veterans, and this program will do exactly that.

Governor: Yeah. No. Congratulations. I just wanted a few more of the specifics. I think it's a great idea and it's going to be extremely beneficial to our veterans. Thank you. Any further questions from Board members?

Secretary of State: No, Governor.

Governor: Thank you. I hope your knee's okay.

Kat Miller: (Inaudible) ski instructor.

Governor: The next contract is 32, Health and Human Services.

Lynn O'Mara: For the record, Lynn O'Mara, State Health IT Coordinator, Department of Health and Human Services. Governor, did you have some specific questions?

Governor: Just I was curious when I looked at this the connection between the Northern Nevada Development Agency and Health and Human Services.

Lynn O'Mara: Interesting. It's been an interesting development, actually exciting. Under our stimulus grant that we have to establish health information exchange throughout the state, we are required both by our state plan that's been approved, and also by requirements under that grant to have a governing entity that will oversee the statewide infrastructure that was established under Senate Bill 43 during the last session. That bill allows the Director of DHHS to establish that non-profit entity. We don't normally do that, so we -- NNDA has been very, very supportive of

all of the both, I'm going to say, the health information exchange effort, as well as getting electronic health records adopted statewide. And when we were working with them, they have a lot of experience establishing new businesses, and this is going to be a non-profit. Our biggest concern is we need to assistance and guidance to be sure we meet federal and state regulations for establishing that business, and we also would like to pursue 501(c)(3) status for it. They have expertise to do that, and also to help us to make sure we have the appropriate operating policies and procedures in place, and for the governing body to ensure they have the right kind of by-laws. So that's what they'll be assisting us with.

Governor: Great answer. You answered everything. Thank you. Any further questions from Board members. Thank you very much. Move on to Agenda Item No. 38. Good afternoon, Dr. Green, Mr. Chisel.

Bill Chisel: Governor, for the record, Bill Chisel, with ASO with MHDS, Dr. Green, the State Medical Director, and Robin Aker (sp?), the ASO at MHDS too. Is there any specific questions you have on this contract?

Governor: Just the amount. You know, I understand that we've eliminate one and a half positions to pay for this, but a brief foundation as to what this position is and what it will be doing, and then a little more explanation with regard to dollars.

Bill Chisel: As far as the dollars, we're looking at \$300,000 per year, and it's up to 2,000 hours of work at \$150 an hour. We're looking at \$48,000 in travel for the biennium, so the total's going to be about 648,000. And for the biennium we're looking at around \$19,000 in savings by freezing those -- that position and a half. As far as what their specific -- the position is specifically going to be doing, I'll have to defer to Dr. Green.

Dr. Tracey Green: For the record, Dr. Tracey Green, Medical Director for Mental Health and Developmental Services, (inaudible) Health Officer. Good afternoon, Governor. This role will primarily be doing a number of things. First of all, on a statewide basis, with the two hospitals, we do have CMS or Medicare licensing requirements for psychiatric medical directorship. In the past we've had quite difficulty recruiting that position in the north, and we've had a lot of instability in the position, and I think this was also reflected by our inadequate workforce as a whole from the specialty departments. So this position will represent our CMS licensed position in both the north and south hospitals.

In addition, the position is responsible for oversight of physician time, as well as developing policies surrounding attendance and productivity, working with me in the integrated part of this as well and also doing recruitment and residency work. So it will be fairly comprehensive and I really see us moving forward with a statewide role for many of our medical leaders. And, in addition, I think that, you know, from a life safety issue, it will give us stability in our statewide hospitals so that we aren't continually looking for contracting and/or locum positions.

Governor: And so this individual will hold -- remember, we had a historic problem with accountability and such, so this person will have the responsibility to ensure that everyone's doing what they're supposed to do.

Dr. Tracey Green: For the regard, Dr. Green. Absolutely. In fact, in her previous role when she was doing some of the medical leadership at Southern Nevada Adult Mental Health, she was responsible for reviewing and doing any disciplinary or any communication with physicians at the time, and if there were any further issues we did them together. So this would be a statewide approach to develop standardization.

Governor: That's all I have. Thank you very much. Questions from other Board members? Thank you. Contract 43, which is Division of Child and Family Services and University.

Mike Torvinen: Hi, Governor, members of the Board. Mike Torvinen, Deputy Director for DHHS.

Governor: Thank you, Mr. Torvinen. Just as more of a curiosity than a question, but we're spending \$1.8 million for a training program to train child welfare workers regarding child welfare processes, statutes and regulations. So is this continuing ed? I mean, or is it part of the curriculum for the university?

Mike Torvinen: My understanding is it's the same exact contract we approved last time for UNLV. So it's both, I think. It's for new staff and -- I think I'm getting an email, but it's for new staff and existing staff, and I think as Amber Howell described to me, it's kind of a police academy for the child welfare workers. So it is both ongoing and new staff.

Governor: So if I'm graduating from the university and I'm getting my degree in social work, this is, as you say, kind of a boot camp to provide additional training for these individuals, and then if I've been a social worker, I can come back here and get up to date on what I need to do or with regard to my responsibilities as a social worker?

Mike Torvinen: I believe that's a good description and that's pretty much what Amber described to me also. So once you come out of school with your degree, you really don't have the nuts and bolts of how to deal -- how to go right to work in the child welfare system, so you're educated as a social worker, but there are some nuances in the child welfare system that they're educating people on.

Governor: That's all I have. Thank you, Mr. Torvinen.

Mike Torvinen: Thank you.

Governor: The next contracts that I have questions are essentially the series of contracts between DETR and the Board of Regents, Nevada Works and Workforce Connection. Good afternoon. Will you provide your names for the record, please?

Lynda Parven: Good afternoon, Lynda Parven, Deputy Administrator for the Employment Security Division within DETR.

Grant Nielson: Grant Nielson, EFC Program Chief for DETR.

Governor: With regard to 66 and 67, I asked this at a previous meeting, but this is to provide funds to CSN's apprenticeship program, but it says electrical, plumbing and carpentry, and I guess my question is, is we have a lot a unemployed electricians, plumbers and carpenters already. Are we training more people to come into an area where there's already a big amount of workforce that exists?

Grant Nielson: We're going to get some additional information.

Dennis Correa: Good afternoon, Governor, members of the Board. The apprenticeship program is training in those specific traits. It was a program that came over from the Department of Education in the last legislature where you were using Workforce Investment Act Governor's reserve dollars to fund that program, but they are training those specific fields.

Governor: So there's no flexibility? Like I said, I'm concerned because our highest unemployment rate is in construction already, and if you've -- you're training more people to come to compete with those there are already unemployed, are we serving a good policy?

Dennis Correa: I believe that is correct, that we are training people in the education field in those apprenticeship programs. It's been an ongoing program I think that has just continued year after year.

Governor: So there's no flexibility in these funds to say if we have another need in a different area to direct it that way?

Dennis Correa: Not as it's currently designed, no.

Governor: So we're looking at almost \$450,000...

Dennis Correa: Just as a side note, this program was funded through Governor's Reserve dollars, and there were some carry forward dollars to cover that, but Governor's Reserve has been eliminated. We do not know if we're going to receive those funds in the future. So for the program to continue past the current biennium, we need to identify other sources of income or whether it's priority.

Governor: And do we -- since we've been doing this, historically, do we have any idea of how many of the people that were trained are getting placed?

Dennis Correa: Actually, it's one of the problems that we've had since we've taken over the program is since it's funded with federal dollars, we've asked for more reporting on this program and we've had a difficult time, because in the past it was pretty much just a transfer of funds. We don't have that information, but we have just recently discussed with CSN setting up training to let them know what the expectation on that reporting is.

Governor: Because, you know, I don't know if I want to describe it as a dilemma, but a concern is, you know, I don't want to eliminate the ability for somebody to get trained in a skill or in an

apprenticeship program, but at the same time, are we doing them any good if we get them trained as a plumber or an electrician or carpenter and they have to get in line behind all those that are already aren't working, or competing with those that are in the unemployment line?

Dennis Correa: It is a bit inconsistent with the direction that we're going to provide training in the eight identified sectors.

Governor: And what if we -- this is I guess federal funds, so if we weren't to approve this, I mean, it really wouldn't -- all it would do is harm those that are seeking to get this type of training, correct?

Dennis Correa: Or we would have to shift those priorities to fund something else.

Governor: So this would -- if we weren't to approve it today, it would give us -- give you a little bit more discretion in terms of how those dollars are spent? I mean, again, I don't want to harm anyone at the university system, I don't want to harm someone who's participating in this, but when you look at the policy, I don't know if we're moving the ball forward, if we're training people in areas that we don't really -- we don't have a need.

Dennis Correa: I'd have to -- I wanted to qualify it by trying to figure out what the age of the money is that we're using to fund it to make sure that we could actually expend that money before it ages out, but I believe the answer is yes, that that money could be allocated in other directions.

Governor: That could be -- I mean, is that something that you would oppose? I mean, how would you feel about that?

Dennis Correa: I, you know, as a policy decision, we don't have enough money to do all the training that we want to do in all the places that we want to do it, so it's just picking the priorities of where to allocate those training funds.

Governor: Well, for instance, and I apologize, I'm just thinking out loud asking these questions, but we have a need in the healthcare field and if we have -- we don't have enough money in that area, wouldn't it be a better policy or wouldn't it be more prudent to move this money to an area where there's more of a need?

Dennis Correa: We have done limited funding -- we're actually moving forward with some limited funding on the healthcare sector as it pertains to electronic medical records. It isn't funded at the level that it may should be.

Governor: Yeah. And I'm not trying to be critical. I just want to make sure that we spend this money the best possible way that we can. You live this every day, and I'm really going to rely on you in terms of what is the best use of these dollars instead of, you know, just approving a contract because we've always done it. We have very limited money, and we have a huge need, and I want to make sure that we're spending those dollars the best possible way that we can.

Dennis Correa: Not to stumble on it too much, I do believe that there may be higher priorities than this. I don't know that the College of Southern Nevada has had in the south and community colleges in the north had a successful program in the past to say that that's where we should be allocating our money now. If you're asking for my professional opinion, I would say that there may be other pressing priorities.

Governor: Would it be prejudicial to continue at least these two contracts to give you an opportunity instead of off the cuff having to answer these questions to be able to see if there is a better use of this money?

Dennis Correa: I do believe that as we're going through the budget process now, we know that we're going to have resource problems. Our resources are going to go down, not up in the next biennium, so as we lay out the path for the next biennium, I think we'd have to reevaluate this one as whether it's a priority of the administration or not.

Governor: But if I -- I'm going to speak for myself. If I were not to be supportive of at least this money going in this direction and we were to continue this, would you lose these dollars, or would you be able to reprogram them?

Dennis Correa: I don't believe so. I believe that there's enough age left on these dollars to redirect those funds.

Governor: Okay. Board members, do you have any questions or comments on at least 66 and 67?

Secretary of State: So first off, could you identify yourself for the record?

Dennis Correa: I'm sorry. Dennis Correa, Deputy Director for the Department of Employment, Training and Rehabilitation.

Secretary of State: And suppose if there were better priorities for these dollars to be used, why would these contracts (inaudible) forward?

Dennis Correa: This program was brought to DETR during the last budget talks. This program had been funded under general fund dollars previous to this biennium, and the decision was made during the budget process to bring those over to DETR so that they could be covered with federal dollars to take pressure off general fund. It was in the budget and that's why we went forward with it since it was approved.

Secretary of State: Okay.

Governor: So does this cause any, I mean, there are -- you're going to have to go back before IFC, or can you do that -- do all this internally?

Dennis Correa: I believe we would have to go back in front of IFC with a program to establish to move the authority.

Governor: Well, what -- and again, I -- these are all questions that you weren't expecting. What I'd like to do is take these off the Agenda or continue them so that you can have an opportunity to really dig in and see what can be done with the money. As I said, I'm just really concerned with moving it in a place where it's not needed, and I'd much rather benefit folks where there's a need in the state and there's more opportunity to get employment rather than to train them to do something that there's not a job for them to do. So I'm only speaking for myself. I wanted to ask the -- or seek the input of the other Board members.

Secretary of State: You know, he's represented I think -- I would be in agreement. I mean, he's represented that he thinks there's age enough on the dollars to be able to repurpose them, and there doesn't seem to be immediate fire, so it seems like we would benefit from some more time to get some of these answers.

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

Attorney General: No, Governor. If you -- I'm hearing 66 and 67 you want to pull and hold for the next meeting so you can get more information; is that correct?

Governor: Yes. And as I said...

Attorney General: Okay. Yeah. No. I don't have a problem with that.

Governor: All right. And then, Mr. Correa, with regard to this series of contracts with Nevada Works and Workforce Connections, could you provide a little more detail? And there's an explanation on each one that there was a misunderstanding in the use of subgrant documents versus interlocal contracts which caused a delay in the preparation of a contract, and also historically you know there's been an issue with regard to the performance of Workforce Connections and Nevada Works. And there's a lot of money involved here in these contracts. And are you confident that if these contracts were to be approved that the dollars would be spent wisely?

Dennis Correa: I believe that particularly in the south where we had the largest amount of concerns that they have moved swiftly to try to get their economic house in order. Whether -- I would say that I'm not real happy with the strategic direction that they've taken with their funds lately, and there's been more of a push to push them out on the street than to strategically target them. But at least they're moving the money forward which is an improvement over what was happening in previous years. Less is being spent on administrative costs now than there were. The Director's and my opinion is is that it's still too high. They're budgeting it about 20 percent of the funds being held at the Board level for Board expenses. We're in the process of talking about ways to limit that even further.

Governor: So if there's a concern with regard to how the money is being spent at least with Workforce Connections, but do you have to release these dollars? Is that the issue that we have today?

Dennis Correa: It's a -- within the federal statute there's a formula that has to be followed, and because there are only two workforce investment areas within the state, we have to release them through that formula and then monitor their progress as it goes.

Governor: So I guess that bring me to the next question. What type of accountability and monitoring is there going to be?

Dennis Correa: We monitor (inaudible) basis for appropriate use of -- fiscal use of the funds as well as their performance. And their performance is tracked depending on the funding stream, but primarily it's around employment, retention and employment, and wages.

Governor: We're talking about \$19 million or -- I can't do all the math because there's too many commas, but as I said, we're -- we've had an issue it sounds like, I mean, there was an audit, it didn't go well. It sounds like there hasn't been much improvement even though we had the findings of that audit in terms of that, but so where are we in that whole process, in terms of trying to straighten things out?

Dennis Correa: Just recently with both Boards, there has been change over in leadership. We do believe that the new Executive Director down in the south is moving to tighten up accountability and to fix these problems. Based off of the history of the problems year after year after year I'm a bit guarded in what the result will be. But we do believe that they're moving in the right direction, maybe not quick enough.

Governor: So is there no longer going to be a consolidation of the Board into one statewide Board?

Dennis Correa: We have submitted a waiver to the Department of Labor asking to move in that direction. We expect an answer within the next month.

Governor: All right.

Dennis Correa: If I may just qualify one part. When we do the monitoring of these Boards, on program and financial side, we're looking at allowability under that, but not reasonability and there's just...

Governor: So what did you mean by allowability versus reasonability?

Dennis Correa: When we go in, we look to see if the expenditures and the way that they're spending their money are allowable under the act. I've always had a real problem with the reasonableness of that at times, and we do have an oversight role there as well to make sure that they're being reasonable with those funds as well, but most of the time the monitoring is limited to allowability under the act.

Governor: So you don't have any kind of stick -- once this money is -- once we approve all these contracts, the money goes, and as long as they're allowable, they can spend as much as they want essentially.

Dennis Correa: And if it purports to some degree with the state plan, that is correct.

Governor: But again, as we sit here today, we need to approve these contracts to get the money out because at the end of the day we need to help people, but I just wanted -- I've said this before, I want to make sure as many possible dollars get to the people that actually need it than having it all eaten up with administrative fees.

Dennis Correa: We would agree.

Governor: All right. Any questions from the other Board members?

Secretary of State: No, Governor.

Governor: Thank you very much. Just a moment. I believe the Secretary of State had held out Contract 74.

Secretary of State: Yes.

Dave Haws: Good afternoon. For the record, Dave Haws. I'm the IT division add minute traitor for DETR and also function as the Project Manager for the (inaudible) Modernization Project. I'd be happy to answer any questions you have.

Secretary of State: Thank you, Mr. Haws. I note that this is the fourth amendment to the original contract. Could you just give us a brief history of how we've gotten to so many amendments, what the nature of the current requirement for an amendment is, and whether or not you anticipate any additional amendments to this contract?

Dave Haws: Certainly. I would be happy to answer that. The (inaudible) Modernization Project is a fairly large project, in the neighborhood of \$30 million. It's an IT contract as well, very complex. We are replacing all of our Legacy applications, 30-year-old Legacy applications with new products that will help us to perform better, be more efficient, watch over payments more closely. I believe the first amendment was actually when you start up the contract, it's a process of verifying the schedule and the amounts and the fixed fee deliverables. So that was the first amendment that was put into place. Then we amended the contract again to -- I'm trying to remember this from memory, but we amended the contract to include dollars for helping to accelerate the reduction of overpayments within the application, and it was the intent to try to implement a portion of the system earlier in order to help us be able to detect overpayments more succinctly. As we got into that particular amendment, what we discovered was that it required us to interface between our Legacy application and the new application, and that it was infeasible to keep the two systems completely in sync. And so while we have taken steps to put into place roles and procedures to help reduce and detect improper payments, we weren't able to hook the two systems up in that fashion that we had originally desired.

We then received -- I'm trying to remember the third amendment. Maybe Linda Deloach (sp?), I don't know if you have that information off the top of your head, but she's been helping there.

But this last amendment is a result of additional federal dollars that had been made available to implement additional federal interfaces into the new application. In particular, we'll be implementing the (inaudible) interface which is a separation of employees from employers, type information to help determine when, you know, an employee leaves an employer so that we know whether or not there may be a potential claim there, that type of thing.

We're also looking to implement the UC Tops interface which allows us to be able to put a lien if you will on federal tax refunds for situations where we may have had overpayments resulting from, you know, either fraud or misinformation. So there was approximately \$2 million were provided in federal grant funds recently to put those interfaces into place. And since they will be very closely connected into the application and the data will flow into the new modernization application, we're putting dollars into this contract in order to have the vendor complete that task. So that's kind of a brief history of what we've been doing there. Will there be additional amendments? You know, I'd like to say that there wouldn't be at this point. We're -- this amendment, one of the key elements of this particular amendment is that we're moving from a December end of this calendar year implementation to a May timeframe of the following year. And the reason for that is that the end of year UI processing is our peak processing period for unemployment insurance benefits. And it was just -- we felt that the number of people that we needed to train, you know, 400 employees that need to be trained, cut over to the new application, start all the new procedures, right when we were doing peak business processing probably wasn't in our best interest. Additionally, we wanted to do a little better job of outreach to our UI constituents to make sure that they are aware of the changes that are coming as far as how to, you know, submit a claim, how to submit their wage reports and so on.

So this shift will do several things for us. One, it will avoid having to do this cut over right in the middle of a peak processing period. It provides us an opportunity to do further data cleansing of 30 years worth of Legacy data that's out there. We also are looking for the vendor to help us to implement more security measures. While we did purchase some significant security modules, there are additional features and functions that we would like to implement as a result of that and so we're asking them to help us out there. So the combination of moving the date, asking for more services to help out with the conversion, provide some additional training to help implement these federal interfaces, that's what causing this particular amendment.

Secretary of State: Do you recall when the contract was first approved when the scheduled launch date was to occur?

Dave Haws: You mean the final launch date?

Secretary of State: The original launch date prior to all the contract amendments and delays?

Dave Haws: I think we were still aiming for a December 2013 timeframe.

Secretary of State: So it hasn't affected substantially the timeline?

Dave Haws: No. There was a -- there was to be an interim interface, so we've implemented release 1A, which was to bring up imaging, and that application is in place, and, you know,

we're processing all our documents by electronic images now. There was to then be an interim release and that's the release that we had to forgo because there was just no one to keep the two systems in sync and keep the Legacy application stable.

Secretary of State: Sure. Thank you.

Governor: Madam Attorney General, do you have any questions?

Attorney General: No, I don't.

Governor: Are you satisfied, Mr. Secretary?

Secretary of State: Yes, Governor.

Governor: Thank you very much. Okay. We'll move on to 75 and 76, Silver State Health Exchange. Good afternoon.

Jon Hager: Good morning, Governor.

Governor: Mr. Hager, if you'd just state your name for the record.

Jon Hager: For the record, Jon Hager, Executive Director of the Silver State Health Insurance Exchange. To my right is Shawna DeRousse, our Chief Operating Officer for the Exchange. I could either provide you a summary of the issued contracts, or take any questions. However you'd like to proceed, sir.

Governor: Will you first provide a summary? I think that would be beneficial.

Jon Hager: Absolutely. So the Silver State Health Insurance Exchange is set up in statute NRS 695(i) to provide a marketplace for health insurance for those citizens of Nevada that are either uninsured or underinsured. To do that, we require a web portal, a business operation solution. So the contract with the Xerox Healthcare LLC, which is the second of the two contracts, is to provide us with, again, a business operation solution. It provides a web portal, (inaudible) navigator, a shop exchange, a small business exchange, as well as the financial management functions to collect premiums from individuals and employers and provide those to -- distribute those to the insurers. It also provides a call center. And so all of the functions of the Exchange, or many of the business functions of the Exchange are contracted -- are included in this contract.

The first contract on the list is with Public Consulting Group for design -- excuse me, for internal verification and validation. It's a contract that is required with any federally-funded IT project. And so that contract goes hand-in-hand with the Voss (sp?) contract. I do need to make note of one correction of the summary page for the (inaudible) contract, the funding is -- it is 99.44 percent federally funded, and .56 with a general fund match. It comes out to \$8,506 for the state general...

Governor: (Inaudible).

Jon Hager: \$8,506 for the state general fund and I apologize for that error. The Business Operations Solution contract has the same cost allocation for the design, development and implementation. The total for the design, development and implementation, which will take us through the next calendar year through 2013, is approximately \$9.8 million, and there is about \$250,000 in change orders in the contract just in case we have to use that. We hope to not have to use that. We think that our requirements are sound, but it's there just in case. And the remainder of the contract is maintenance and operating phase for 2014, 2015 and 2016. So the contract is a four-and-a-half year contract, one-and-a-half years of design development and implementation, and that is the period which PCG will do the independent verification and validation. Once that piece is over, we go into the maintenance phase for three years, again 2014, '15, and '16, so this contract is set to expire December of 2016.

Governor: That's 75 and...

Jon Hager: Yes, sir.

Governor: Okay. Is that your presentation?

Jon Hager: For now, sir, yes.

Governor: All right. And I guess the first -- I have many, many questions, but the amount, \$71,963,299 over four years and 184 days seems like a huge amount of money.

Jon Hager: Yes, sir, it absolutely does. For the record, Jon Hager. So the -- when we were looking at these bids, we were shocked by the prices at first, and I spent several sleepless nights trying to understand where we were in this process and what we needed to do for this RFP process. I will say the RFP committee consisted of upper level management at the Enterprise IT Solutions, Welfare, the Exchange, and the Division of Insurance. It was a well-rounded committee. We were all concerned by the costs and I spent the next two days after that initial evaluation reaching out to other states and trying to determine what is a realistic price. What we found is the State of Washington paid about \$57 million for their implementation only. We found that the non-ACA exchange in Florida has approximately \$40 million in fixed costs. The exchange in Colorado I believe is about the same amount for design, development and implementation. The Massachusetts exchange spent \$90 million to upgrade their system from the current system to the ACA complaint exchange.

So while it didn't make me feel any better about having to approach this body and the IFC when we go forward with all of these items, it did help me get a better handle on how much these projects cost. I do expect that the projects will remain pretty expensive for other states for the next year or so, and they will gradually start to go down in cost so that when we get to 2015 when we need to renegotiate this contract for an extension, or go out to bid again, that the cost should hopefully come down because the technology has promulgated at that point.

Governor: Okay. And I'm going to get into some of the other states, but just curiously, Florida is one of those states that said we're not doing it. We're not going to participate in ACA and

we're not doing exchange -- we're not doing an ACA exchange. So when you say a non-ACA exchange, Florida is building its own state exchange, is that what you mean?

Jon Hager: Yes, sir. They are building a state exchange. From my understanding -- my understanding is the same as yours. They've indicated they are not complying with the ACA, or they are opting for a federally facilitated exchange. However, they are setting up an exchange in Florida for some of their citizens. It's a very narrow scope exchange, but, yes, they are creating a state exchange.

Governor: Let me make sure I clear the record, because I haven't made a decision whether we're opting in or out.

Jon Hager: Yes, sir. I understand.

Governor: But in any event, let's -- now that we're on the money side of this, because I do want to get into some of the policy issues and some of the other states are doing this, some are not, but, I mean, as a fundamental precept, the ACA requires a state to have an exchange. As a policy decision, this state developed a bill, and passed a bill, and I signed the bill that established a state exchange. If we don't do it, if we didn't do it, the feds would do it for us; is that correct?

Jon Hager: Yes, sir.

Governor: So essentially the choice was we could do nothing like some states have done...

Jon Hager: Yes, sir.

Governor: ...and the federal government will come in and build an exchange for us and then send us the bill. Is that accurate?

Jon Hager: Yes, sir. So we don't know yet what a federally facilitated exchange looks like. None of the creation of that exchange has been in public, very contrary to what we've been doing here in Nevada with 31 publically noticed meetings since the Board was assigned. We know that there will be a few for the use of the exchange. We don't know how much it is. We don't know who it will charge, whether it will be the state, whether it will be carriers, consumers, we don't know anything about how that will work. I imagine it will be -- the fees will be pretty low in 2014 because of the funding for the Affordable Care Act, just as our fees to carriers, if that's how we choose to go forward would be low in 2014, but then it would go up in 2015, and we don't know how much that will be.

Governor: And again, that policy decision has been made by the legislature and me signing that bill to have a state exchange. Now, what we didn't know were some of these expenses.

Jon Hager: Yes, sir.

Governor: And so we as a state, we have to have an exchange to be operational by October 1, 2013.

Jon Hager: Yes, sir.

Governor: And if we do not, again, the state -- or the federal government comes in and does it for us.

Jon Hager: Correct.

Governor: And then I, you know, someone gave this to me and Paul Dioguardi who is the Direction of Intergovernmental and External Affairs for U.S. Health and Human Services, he says, if you prefer having certain decisions at the state level which often states do prefer, then you'd want to go with the state-based exchange. If you would prefer to cede that authority to the federal government for whatever reason, then that's a decision you've got to make. That to me is a pretty clear statement that the federal government intends to go in those states that don't have their own state exchange to make their own.

Jon Hager: Yes, sir.

Governor: And then, you know, the unknown there is, as you say, is what that amount would be. I would imagine that it would be similar if not more than what we're approving today, 71 million plus?

Jon Hager: So I can't say what they're going to spend. I would imagine that their development costs are going to be extremely high because it's going to be for the whole nation, not just for Nevada, and they have to be able to potentially, or they maybe won't, focus their exchange in various states. Obviously our concern is they create a federal exchange that's generic for the whole county and it doesn't specifically serve the needs of Nevadans. So, yes, it could potentially be a lot more expensive. We don't know what the maintenance and operating costs will be. It could be less. But we could set up the exchange as we see fit in Nevada, and if we determine later that it is more cost effective to go with that federally facilitated exchange once we have that information, then we could do that as well. Right now, like I said, 99 percent of our funding is coming from the Affordable Care Act. There's a small general fund match, but most of it is coming from the Affordable Care Act. I've got a bullet list of the things that we give up if we go with the federally facilitated exchange if you'd like to hear those as well.

Governor: No. I would like to hear those, but just to seize on one comment you made is that we don't know what it's going to look like because right now there's some building somewhere in Washington where they're trying to develop the policy for this and they're not letting anybody know what it's going to look like, any of the states?

Jon Hager: Yes, sir. In fact, when we were in Washington D.C. about a month ago for one of our required gate review processes for our grants, we were in there providing information on what the Nevada exchange is going to look like, at least the direction that it appears we're going, and there were individuals from the federal government in there taking notes furiously about, you know, well, that's a good idea for our exchange. So we don't know. It could be modeled

after the Nevada exchange, but, yes, you're correct. We have no idea what it's going to look like.

Governor: And just a side comment, how could they have any hope of having an exchange in place by October 1, 2013, if sitting here today, at least from your observations, they don't know what they're going to do?

Jon Hager: It will certainly be a challenge for them. The one thing that they have going for them is that they're not doing it in public and so they are not going through all of the steps that we are doing to vet each of our decisions. That's probably not a good thing, because they don't get the input that they need, and maybe they are getting input and we just don't know about it, and maybe they're getting off channel, but when you don't have that public process, that transparency is a lot easier to push things through. So they certainly have the ability to get it done. It will be a challenge for them. I understand that they're basically the same process that we're at. They've named some vendors that they've chosen to implement this, and I don't remember who they are but -- CGI was one of them. So they're basically at about the same point we are. They've got a much bigger project to take care of, but I think because they're not doing it in the public it makes it a lot easier for them. That said, I appreciate that we've got the public process here so that we can make sure that each of our decisions are vetted in public and are the right decisions for all of our stakeholders.

Governor: Why don't you go through you list if you would, please.

Jon Hager: Okay. So some of the reasons to do a Nevada state-based exchange rather than a federally-funded exchange, include that -- so we determine the rules around participation in the Navigator program. We determine whether or not to allow brokers to sell products in the exchange. We can set up our own web portal with potential links to businesses in Nevada, rather than some product that the feds provide. Our shop exchange for small employers will be designed to allow the greatest flexibility possible to allow Nevada insurers to meet the demand of the Nevada employers, including participation and contribution requirements. We can determine whether we want all insurers to participate in the exchange, or if we just want a few to be basically a free market facilitator or a selective purchaser. We determine accreditation standards for our insurance plans, network adequacy, service areas, transition of care standards. We determine how we're going to fund the exchange. We control the message. We tailor the message for Nevadans for our marketing outreach campaign. This process allows the Division of Insurance and the Department of Health and Human Services to collaborate in the exchange process. One important part of our statute NRS 695(i).520 says that the exchange shall not supersede the authority of the Commissioner of Insurance. We have no ability to control what the federal exchange does with the ability of the Commissioner to regulate insurance. And our Nevada exchange will create jobs in Nevada. We have -- the Xerox Solution has a call center in Las Vegas that we expect to be utilizing for that, and they are bringing some of their -- and I believe some of the programming for the design phase will be done in Nevada as well.

Governor: And with regard to funding, there's a comment in your memo of July 9, 2012 that federal funding for the implementation and first year of operations through December 14 has

been requested but not yet awarded, and you had expected an answer on or about August 15, 2012.

Jon Hager: Yes, sir.

Governor: Have you received an answer?

Jon Hager: We have not. We expect to receive that answer, again, in the next probably two or three days. We're right at the 45 Notice of Award period and so we should get that very soon. That grant award will go before the Interim Finance Committee as a request to be an authority -- to allow the Authority to spend that grant money.

Governor: Okay. What if we don't get it?

Jon Hager: If we don't get it, Section 10 of our contract, Section 10B indicates that there is a termination clause that's a one-day defunding or deauthorization clause. So if we don't get the funds from the feds, if they pull the funds from us, or if the legislature does not authorize the expenditure of those funds, we notify Xerox, all work stops immediately and we're done at that point.

Governor: Well, let's get to the specific numbers on this. So you essentially until -- the exchange is required to be self-sustaining after 2014?

Jon Hager: Yes, sir.

Governor: And right now as it stands, federal funds -- actually, I'll do it the other way. The state's responsibility is .84 percent, correct, up until 2014?

Jon Hager: Correct.

Governor: And that amount is what? 200-and-something thousand, I can't remember the exact number.

Jon Hager: It's -- yeah. I believe it's about 250. Let me get that. It's \$279,000, just over 279,000.

Governor: Okay. And then what is the math for the federal responsibility, or the federal share?

Jon Hager: Oh, for the federal share? The federal share is 90 -- excuse me, 95 percent through Affordable Care Act funds of about \$31.5 million, 1.3 million from Title 19 Medicaid funds, and 69,000 from Title 21 (inaudible) funds, and all of those are federally funded.

Governor: And that assumes that grant coming in in the next three days?

Jon Hager: Absolutely.

Governor: Okay. Now, after -- starting January of 2014, all the costs are on the State of Nevada, correct?

Jon Hager: For the calendar year 2014, we are still funded as part of ACA funds. So starting January 1 of 2015, yes. All of that is required to be paid in some manner, not from federal funds.

Governor: All right. And what would that amount be in 2015?

Jon Hager: So currently we show \$36.8 million between 2015 and 2016. So it's 20.16 million for 2015 and 18.6 million for 2016.

Governor: So we have to find those dollars?

Jon Hager: Yes, sir.

Governor: I guess there's two questions. We either have to find these dollars, or we say never mind after that.

Jon Hager: Yes, sir.

Governor: And I guess I'd want to hear what the consequence would be if we said we're not going to be doing it after -- with that, but I think the proposals that you presented in terms of how we're going to pay for this in '15 and '16 is (a) a user fee, so those that are participating in the exchange would pay a sum to cover the costs of running the exchange.

Jon Hager: Yes, sir.

Governor: Second would essentially be an obligation from the general fund and just pay for it out of that.

Jon Hager: That's an option.

Governor: Well, and I'm not -- believe me, that's not on -- when you're saying it's an option, it's not my option...

Jon Hager: Yes.

Governor: ...but it is an option. And then the third would be essentially increasing the insurance premium tax, or assessing some type of an assessment through the insurance premium tax?

Jon Hager: There could be multiple ways to do that. So we have five committees that help make the policies or recommend policies to the Board, and depending on the policy, the Board either has the authority to make that or recommend it during the budgetary process. So the Finance and Sustainability Advisory Committee has recommended that starting in January of 2014, we start charging a user fee to carriers. It's a smaller fee. It's meant to build up a small

operational reserve so we can pay our bills. Basically a 30-day reserve in the long term. And then it gradually goes up to a long-term rate. And the long-term rate, I can't remember -- yeah. I think the long-term rate is currently about \$7 per member per month. So the proposal is that we charge those fees to the carriers based on the enrollment within the exchange. Obviously that would go into the premium that the participant would pay.

Now, the funny thing about the way that the advance premium tax credit is provided to people between 100 percent and 400 percent of the federal poverty level is that if you are subsidized in those ranges, basically 100 percent of the cost of that user fee would be paid for the advanced premium tax credit. Any amount -- anybody that has greater than 400 percent of the federal poverty level, who happens to be on the exchange, would be charged that in their premium because they don't get a tax credit, they don't get that paid for by the advanced premium tax credit. So we're really looking at a majority of the people. And I think Nevada's population is about 50 percent are between 100 percent and 400 percent of the federal poverty level. About 50 percent -- and then another 25 percent above that. So basically you're looking at about two-thirds if we actually get a good population on that upper level, about two-thirds of that would be paid for by the advanced premium tax credit.

Governor: You'll have a good idea though, I mean, if all this is approved in 2014 how it's going. I mean, you'll know how many people have enrolled, and what amount of money is coming in.

Jon Hager: Yes.

Governor: And then as I say, after that, what if -- if the user fees are not sufficient, where do you go from there to cover the cost of the exchange?

Jon Hager: That's a good question. We have to make sure that we estimate our enrollment properly. And if we estimate our enrollment too high, then we could end up with a situation in which we have a deficit because we have certain fixed costs. As far as the contract goes, the contract is based on a per member per month basis. So if the contract amount is say \$6 per member per month and we have fixed costs that require 50 cents per month, then the total amount that we would charge is \$6.50 per month.

One of the ways that we have mitigated the requirement to -- or the concern about becoming insolvent is that we have created in our rating structure that we're recommending to the Board on Thursday, a reserve that's slightly higher than 30 days. So we can get some demographic data behind us, some historical data to figure out where our enrollment is in later years. So during -- so while we are targeting a 30-day operational reserve in the outer years, it's going to be more like 60 or 80 days in that first year to make sure that we can absorb those fluctuations, and I'm pretty confident that that operational reserve will give us what we need to be able to get through those first couple of years where things are shaky.

I will say that one of the committee recommendations is also to request a portion -- a general fund appropriation in the amount of 25 percent of the increase in premium taxes due to those that are currently uninsured becoming insured. So if you're currently uninsured right now and you're

not paying your premium tax, you become insured and suddenly you're paying a premium tax. We've estimated that that will create about \$10 million in extra general fund revenue. The committee has recommended that we request 25 percent of that for the first year and a half of our operations which takes us through to the first biennium from a state budgetary perspective. Whether that gets approved by the Board, I don't know. We'll have to see on Thursday, and we'll be sure to let your office know what has happened at that point. So that is the -- the other option is a portion of the state general fund. Again, I don't know if that's going to make it through the Board or not.

Governor: Now, that other question that I asked, and we got to think this way, but if it is insolvent, and you get to January 1 of 2015 and you know it's insolvent and it's not looking good and we choose not to go forward with it, what are the consequences of that?

Jon Hager: So there's a couple pieces to it. First of all, the Affordable Care Act pays for, like, 99 percent of the funding. So the -- we shouldn't be insolvent that first year. We've got all the funding we need for that, assuming we get this grant in the next couple of days. But we should have all the funding we need for 2014. By that point we'll have some idea of the enrollment levels and we'll be able to adjust our rate going forward for 2015 so that we can make sure we have the proper operational reserve, adjust the rate so we're not insolvent and can go forward. Again, the majority of our fees are the (inaudible) contract. We are outsourcing a large portion of our operations in this contract, again, on a per month basis, so it puts the risk on Xerox rather than us for a majority of the contract. So we're really only at risk for those fixed costs. Because we have the ability to create some operational reserves, get funded -- be funded by the Affordable Care Act for that first year for 2014, we should be able to adjust in plenty of time to get to 2015 and not be insolvent.

Governor: But even then, at some point, and I don't like to play in the land of hypotheticals, but we need to have this conversation which is, at some point if it's determined that it's not working, and it's still the law of the land, what would the consequence be if we were to determine that we didn't as a state want to go forward?

Jon Hager: So again, we still have the same three options that every other state has. We can be a state-based exchange, a partnership exchange or a federally facilitated exchange, and the partnership exchange is somewhere in the middle. So you've got those three options. So if we decide we don't want to be in this business, we can step back and say, you know what, the feds should take this over. I will say, however, that the feds have indicated that they, regardless of which of the three options you choose, we will be put at some point on a glide path to becoming a state-based exchange. That's what we were told at one of the conferences we've been to. Whether that's true or not, it remains to be seen. But at this point, we have the same three options that any other state has, so we can go forward with the state-based exchange. If at some point, at any point during the process, we determine that we don't like this direction, we want to, you know, take our hands off this and let the feds run it, we can do that.

There are a couple of ways, again, that we do that. Number one, if we don't get the funding or if we're not authorized to spend the funding, again, work stops at that point, the termination clause hits, and we notice Xerox, and everything stops. If we simply -- if we have the authorization to

go forward and we simply decide that we don't want to do this, there is a 365-day termination without cause, and basically we say we don't want to do this. We could do that all the way up until December 31 of 2013, and that would be effective as late as December 1 of 2014. That's the 365 days. And so we would be able to utilize that 99 percent of funding from the Affordable Care Act all the way through this contract, and then at that point we say, no, we don't want to do that. We would have to make that decision by the end of 2013 to make sure that there is no additional obligation by the state or an entity in the state, whether it's carriers or however we end up doing this.

Governor: I want to back you up a little bit. When you said that you were told by HHS that there may be a requirement to go to a state-based exchange. In other words, if there was a federally-run exchange, at some point they would say we're done, it's on you State of Nevada?

Jon Hager: That's what it sounded like, yes.

Governor: Okay. Whatever that means. I mean...

Jon Hager: Yes.

Governor: All right. Now, there are many other states out there that are saying we're not building an exchange, and you go to all these conferences and you talk with your peers from the other states. What is actually happening in these other states that are saying we're not going to do it?

Jon Hager: So it depends on the states. Some of the states are saying we're not doing it and behind the scenes they are doing it, and they're getting ready for it. There are other states that are not doing it. One of the concerns that we had if we were to say, nope, we're done, we're not doing any of this, because we are at the point that we're at where we are in the trenches implementing and understanding all the nuances of the regulations, we have the ability to provide HHS with very constructive criticism on various items. We use our position as a lead implementer to be able to push back against HHS and say, you know what, you know, I think you like where we're at, but if you do this, this is going to substantially harm the Nevada market, and we can't, you know, we can't move forward this way. So we use our position to push back a little bit with them and try to influence the regulation process to make sure that regulations are implemented that don't substantially harm the Nevada market. And so the Commissioner of Insurance has been in several of these meetings with us with CCIIO, the Center for Consumer Information and Insurance Oversight, part of CMS. And so by being in the position that we're at by actually implementing the exchange, we are in a position to be able to influence that process and help us form what's to come. There's other states that are saying these are too complicated, we can't do it, and we're not going to have any part of the conversation. There are other states that have said, we're going to wait until after the elections to see what happens.

Governor: And I'm going to get to that, so...

Jon Hager: Sure. Sure. And so -- and then there's states that are implementing, and there are states that want to piggyback on what we're doing or get information from us.

Governor: But under the current -- the law of the land right now, if we're a state that says we're not going to do this, and the state is not building its own exchange, the federal government will come in and build its own exchange and give the state the bill?

Jon Hager: Yes.

Governor: All right. The election, here's another thing you hear about.

Jon Hager: Yes, sir.

Governor: If there's a -- if Mr. Romney is elected President, they're going to repeal the Affordable Care Act, and let's say, again, hypothetically, that were to happen, that it were repealed. What would Nevada's options be if we were far down this road in terms of compliance with the Affordable Care Act and the requirements we've been talking about.

Jon Hager: Sure. So if the Affordable Care Act is repealed, and funding goes away, we have the option to say we've lost all funding, work ceases and we're done. The other option that we have is to try and renegotiate the contract with Xerox, to reduce the scope of the contract, and to create an exchange that is right for Nevada without the Affordable Care Act. And there is a clause, a termination clause that says that we have I think it's ten days to negotiate. If we can't negotiate a substantial change to the contract, then there's a 60-day -- basically a 60-day out at that point. So we call it frustration of purpose, and that's either for a substantial reduction to the scope, or if the (inaudible) come out and they're so complicated that we can't agree on what to do, it goes both ways.

So we have a couple of options. Number one, we've started down the process of implementing an exchange, we can renegotiate with Xerox and try to create an exchange pursuant to NRS 695(i) without the Affordable Care Act, and we do the things that are required in the Nevada statute, or we completely shut our doors and say we're done. Either way, the state does not have a liability to move forward. We can say, you know what, we're done, we don't want to be part of this business, or you know what, we'd like to create a slightly smaller scope exchange for our citizens.

Governor: So is it fair to say, as we've had the bill has passed, it's been signed into law, the Supreme Court has reviewed the constitutionality of it, as I said, there's still a lot of unanswered questions. I guess another one was penalties. Now, the Supreme Court case was unclear, I mean, perhaps that's the opt-in, opt-out, but I'll stay away from that. But as we sit here today, there really -- the options are two. You don't build an exchange and the federal government does it for you and gives you the bill.

Jon Hager: Yes.

Governor: You do as Nevada has done, which I believe is the prudent path, which is to control our own destiny, and we have constructed -- or are in the process of constructing a Nevada

exchange with Nevadans that complies with the law and essentially avoids federal intervention in coming in and doing it for us. Is that fair to say?

Jon Hager: Yes. Obviously the Affordable Care Act is a whole bunch of federal intervention, but it certainly minimizes -- it mitigates some of that federal intervention, so yes. Doing a state-based exchange limits the federal intervention on those bullet points that I listed and probably several others that I missed.

Governor: And then between now and the end of 2014, the state is essentially responsible for \$250,000 of the cost of the expense of the exchange.

Jon Hager: Yes, sir.

Governor: And after that is an unanswered question as to how it's going to be paid for.

Jon Hager: Yes, sir.

Governor: And making decisions today does not affect those decisions that are going to have to be made later on because, again, speaking only for myself, I'm not going to be supportive of taking general fund dollars to get this done, because that's dollars away from education. I'm very concerned about increasing a premium tax to subsidize it. I do believe if the exchange is going to be ongoing it has to be user fees that are going to pay for it, and I guess that's a question nobody can answer today is that it has to stand on its own two feet assuming that it's still the law of the land.

Jon Hager: Yes, sir.

Governor: Okay. And then, as I said, those amounts after that are in the 36 million -- or 38 million approximately between 2015 and 2016.

Jon Hager: Yes, sir.

Governor: Okay. And I'm not trying to grill you, I just -- these are just questions that I think need to be...

Jon Hager: I think it was in my description when I signed up.

Governor: But -- all right. I may have some more questions, but I wanted to leave an opportunity for the other members of the Board to ask questions. Mr. Secretary, Madam Attorney General?

Secretary of State: Governor, I think you covered about everything I had.

Attorney General: I think I have a quick question, but I'll defer to the Secretary to go first.

Secretary of State: I don't have any questions.

Attorney General: Thank you. Mr. Hager, the one question I really have is the distinction between the amount of the contract before and after 2014. Why is there a \$5 million difference on the back end instead of the front end? It seems to me that the front end is the most costly and all to set it up, but towards the back end it should be efficiently running and we've worked through all of the kinks. And can you just give me an idea why there's a \$5 million difference?

Jon Hager: Yes. So first of all, the enrollment figures we used for 2014, we estimated in the contract at 150,000 people, and then in the second two years of the contract for the contract purposes we estimated 250,000 people. So it's a -- what is it, a 66 percent increase something like that. So that's the major reason for that difference. When you look at the per member per month rates, they actually go down fairly substantially from the first year to the second to the third year. So on a per member per month basis, they do go down, but when you look at the aggregate based on enrollment, they're up a lot higher that second year -- or the second and third year.

Attorney General: Okay. And I'm not -- I'm sorry. It's not coming across clear. So that increase is based on the aggregate number of participants that are anticipated in participating after 2014; is that right?

Jon Hager: Yes, that's correct.

Attorney General: Okay. And so -- but by let's see, 2013, I'm hearing you say that we'll have a sense of really the needs and how many people will actually be participating after 2014, so that we know what our costs will be associated with that and what we'll have to self-sustain, or self-fund; is that correct?

Jon Hager: Yes, that's correct, Madam Attorney General.

Attorney General: So it's possible that the number that you have calculated for this 38 million after 2014 may decrease if we don't have the number of aggregate participants that you had calculated, correct?

Jon Hager: That's correct. There's actually two ways it can decrease. Number one is if the estimated enrollment goes down. And currently based upon our budget that's going forward to the Board on Thursday, we are estimating a slightly smaller amount -- a slightly smaller enrollment. The other way that it could go down is based on a decision from the Board on whether or not to conduct -- whether or not the exchange conducts individual billing, so basically whether the exchange bills individuals or whether the carriers bill individuals. And so that's a policy decision that is built into the contract. It's an option in the contract. The contract was based on a higher amount so that we don't have to come back and request additional funds, but the contract is very specific on what we're paying for. So we're not going to -- just because we have the extra authority in the contract, we're not going to pay any additional -- anything extra other than what's in the contract. But, yeah, so those are the two ways. Either enrollment goes down or the Board chooses to let carriers do individual billing as opposed to the exchange.

Attorney General: So is it also fair to say then in the specific terms of the contract the total amount that we have in this contract which is what, 71 million, that is not necessarily in the contract as obligated that the state has to pay, correct?

Jon Hager: That's correct. That's a contract maximum only.

Attorney General: Okay. And so they will be, according to what I'm hearing from you, invoicing there'll be adequate kind of measurement of need and services provided that will be paid according -- over the course of the next two years, so that we will have the opportunity at some point in time to see after working with the Governor's office and the legislature, when and how you would fund the cost of this contract after 2014, and even see if it's a viable funding source, correct?

Jon Hager: Absolutely.

Attorney General: And so based on that, if it's not a viable funding source, we would look to terminate this contract.

Jon Hager: Correct. If we don't have the funding to continue with the exchange operations, we would terminate this contract, yes.

Attorney General: Yeah. And then based on what I'm seeing in the memo, if there is no adequate funding, there is a defunding clause with no penalty to the state; is that correct?

Jon Hager: That's correct, in Section 10B.

Attorney General: Okay. Thank you. That answers my questions. I appreciate it.

Governor: Thank you, Madam Attorney General. I did think of a couple more questions, Mr. Hager. What if we wait? And I know we've had this conversation before, but what if we were to wait pending the outcome of the election like some other states are doing?

Jon Hager: Sure. We could certainly wait. The problem is every month that goes by is a month that the programmers aren't implementing this project. The original contract and RFP was scheduled to go forward with the July BOE, and due to some of our errors, we didn't have a chance to keep that on the Agenda, and so we've already lost out on a month of the implementation plan, which has essentially taken a lot of the slot time -- the slot that they've built into the implementation plan for contingencies. They still have more left. They can still meet the requirements of the deadlines. Xerox has a subcontractor that is just there to do risk management. In addition to that, we have the PCG, assuming this contract is approved, the PCG contract is approved for IV&V, which will be monitoring both this project and the eligibility engine. It's a -- they're going to work together, so they'll be able to make sure that the project stays on task and they'll let us know if it's starting to slip, and then we have our own staff that will be monitoring this as well.

If we wait two or three more months, it's going to be very difficult to implement this. Number one, if we wait another month, Xerox has indicated that they'll have to increase costs because they have to add more programmers, they'll have to take additional risk. There are service level agreements that if they don't meet the deadline by October 1 of 2013, they have to pay five or \$10,000 a day. I can't remember what it is exactly. 10,000 a day? For every day that they miss that implementation deadline. So they're taking a risk by pushing it back. They're going to want to increase the design, development and implementation cost to be able to meet that, so we'll have to renegotiate what we've already got here before us.

There are other states that are a month or two behind us, and I would expect that as we get closer to the elections, those states that are moving forward with their procurements will likely see perhaps more expensive contracts because of the increase in risk. And then in November, the other thing that you've got going on is suddenly there's a bunch of states that want to do this, and the supply of programmers and computer techs is, you know, there's not enough to meet the demand, and so costs will go up at that point too. So I see -- I would expect that costs will go up over the next six months, they'll level off for about a year or so, and then they'll start going down after that. Delaying this a month to two months to three -- I guess at this point it'd be three months to the election, it would be very difficult to implement this. On the other hand, if we implement it now, we can always shut it off later.

Governor: And just to be clear, on this grant that we're going to hear about in the next few days, what's the amount associated with that?

Jon Hager: That grant is \$50,016,012.

Governor: Say that again.

Jon Hager: \$50,016,012.

Governor: You have that memorized I see.

Jon Hager: We've discussed it a few times.

Governor: So we -- and again, if it doesn't happen, what's your recommendation if the federal government doesn't give us that grant?

Jon Hager: If the federal government doesn't give us that grant, then we need to reevaluate and determine whether it is still right for Nevada to have a state-based exchange. My gut feeling is it is a valuable thing to have for Nevada, but we'd have to vet that through the Board. We'd have to vet that through your office and the legislature because we'd have to come to the legislature for funds at that point because there wouldn't be any...

Governor: The state would have to make that up in other words?

Jon Hager: Yes. Yes.

Governor: Then last, do you anticipate any amendments to this contract, any changes to this contract in the near future?

Jon Hager: I don't. We tried to make sure the contract is as solid as possible. We have included \$257,000 in change orders just in case. And there is also a -- we call our 2,000 hour deductible at 1500 -- 2,000 hours. So basically if we -- for each year of the contract, if there's a changeover that's less than 2,000 hours, that's built into our costs as well. So we have some buffers in there to make sure that if we need to we can do the changes within the current contract.

Governor: Okay.

Jon Hager: Although I have to say, if the regulations become more stringent than they already are, there's always a possibility that we'll have to reevaluate at that point. Based on the initial guidance and the initial regulations that we've seen, this contract will suffice, but again, who knows what the feds could do.

Governor: That begs a lot of answers -- or questions, Mr. Hager. But, you know, again, I'm sorry to keep going on, but so the feds come in and they add all these things we didn't expect, Xerox says, oh, my gosh, we have so much more work to do than we thought. Do they come back and seek an amendment, seek more money, which would be state money?

Jon Hager: Yeah. Not necessarily. So we still have the authority to receive federal money through December, 2014. So we would still have to have a state match which would be about that half percent. But we can do two things. Number one, we can request an administrative increase in our grant that we've requested from the feds of 25 percent, so we've got to have the margin there that we can request additional funds for from that grant. And then the other option is that we can go back to the feds for a fourth level one grant after the level two grant. So we can go back for another grant request if we need it.

Governor: And again, just so I'm clear, if we weren't to do this and the feds came in and built their own exchange and billed us for it, would they bill us for that cost?

Jon Hager: I honestly can't answer how that would happen. They could bill the State of Nevada. They could tack onto the premiums that the carrier is charged in a manner that's similar to what we anticipate we might be doing. I don't know. That's the problem with what's going on right now with the federal exchange is we don't know anything about it.

Governor: Yeah. And that's another reason why, you know, again, I feel like I would prefer to have this state have the control over this. We don't know if we were to not have our own exchange what the federal government would do and what it would look like and what they would charge the state, which we wouldn't have any say obviously as to what that amount would be. So that completes all my questions. I guess to summarize because we've been going for quite some time, you know, I'm going to support the approval of this contract. As I said before, I think this is a prudent move for our state that if we don't do this the federal government will. It is the law of the land that the state must have an exchange, and that we either build it ourselves, and get this money that the federal government has provided in these grants to pay for it, but we

choose not and they come in and build it for us and then perhaps, which is unknown today, bill us for it. And I just think that it is a lot wiser for us to be able to control that. Now, that takes us through 2014. In 2015 I've got a lot more questions. We've got to see what's happening between now and then, but as I said before, I won't be supportive of taking general fund money...

Jon Hager: Yes, sir.

Governor: ...to pay for this, because it's taking money from education and a lot of other needs that the state has. I also won't be supportive of increasing a premium tax to subsidize the exchange. If this exchange is going to exist, it should stand on its own merits through user fees. And those who participate, we will have to -- we do have options in the event there is a change in the law. If the Affordable Care Act were to be eliminated or amended or what have you, there are enough provisions that give the state flexibility and discretion to choose what is the best method to move at that time depending on what happens. So as we sit here today, and again, we're here because the law of the land is the Affordable Care Act which requires us to do this, and, you know, the other -- I guess the other comment that I'd make is that if we do wait, it will cost us more money. It may -- there are only a finite amount of resources and expertise out there to complete these types of projects, and if we are to wait longer, it will cost us more money in the long run, and we may not get the services that we need to get this done right. So I have no further questions. Board members, do you have any questions with regard to this contract?

Attorney General: No, Governor.

Governor: Okay. Thank you very much.

Jon Hager: Thank you.

Governor: All right. I believe that completes Agenda Item No. 12, Contracts. I believe the contracts that are going to be held out are Contracts 10, 66, and 67; is that correct, Ms. Day?

Clerk: Yes, that is correct.

Governor: The Chair will accept a motion for approval for Contracts 1 through 73; is that -- do I have that right? 77. Oh, yeah, 1 through 77, and holding out Contracts 10, 66 and 67.

Secretary of State: So moved.

Attorney General: Second.

Governor: The Secretary of State has made a motion to approve Contracts 1 through 77 with the exception of 10, 66 and 67. The Attorney General has seconded the motion. Any comments or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes unanimously.

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

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

Clerk’s Recommendation: I recommend approval.

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

Comments:

Governor: Agenda Item 13, master service agreements.

Clerk: There are five master service agreements that we were submitted to the Board for review and approval.

Governor: I have no questions regarding any of these items. Board members? Chair will accept a motion for approval.

Secretary of State: I move for approval of the five master service agreements.

Attorney General: I’ll second the motion.

Governor: There’s a motion by the Secretary of State to approve the five master service agreements contained within Agenda Item No. 13. The Attorney General has seconded the motion. Any questions or discussion on the motion? Hearing none, all in favor, please say aye. Motion passes.

***14. INFORMATION ITEM**

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

Pursuant to NRS Chapters 111, Statutes of the Nevada, 1989 at page 263, the Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged, or leased under the Tahoe Basin Act program. Also, pursuant to Chapter 355, Statutes of Nevada, 1993, at page 1153, the agency is to report quarterly on the status of real property or interests in real property transferred under the Lake Tahoe Mitigation Program. This submittal reports on program activities for the fiscal quarter ending March 31, 2012 (reference NRS 321.5954).

Brief description

• **1989 Tahoe Basin Act**

The agency reports there were no transfers of lands or interests in lands and there were no acquisitions of lands or interests in lands for the fourth quarter of FY12.

- **Lake Tahoe Mitigation Program**

The agency reports there were no transfers of lands or interests in lands under this program for the fourth quarter of FY12.

Governor: Agenda Item No. 14, Department of Conservation and Natural Resources, Division of State Lands. Ms. Day.

Clerk: Thank you. Item No. 14 is pursuant to NRS Chapters 111 and 355. The Division of State Lands is required to provide the Board of Examiners quarterly reports regarding lands or interests in lands transferred, sold, exchanged or leased under the Tahoe Basin Act, and then also under the Lake Tahoe Mitigation Program. The reports are for the fiscal year quarter ending March 31, 2012, and there are no items.

Governor: Yeah. No land transfers, correct?

Clerk: No.

Governor: All right.

15. BOARD MEMBERS' COMMENTS/PUBLIC COMMENTS

Governor: Agenda Item 15, Board members comments, public comments. Madam Attorney General, is there anyone left in Las Vegas that would like to provide public comment?

Attorney General: No, Governor.

Governor: Is there anyone present here in Carson City that would like to provide public comment? Any Board member comments?

***16. FOR POSSIBLE ACTION – ADJOURNMENT**

Motion By: Secretary of State

Seconded By: Attorney General

Vote: 3-0

Comments:

Governor: We'll move on to Agenda Item 16. Is there a motion to adjourn?

Secretary of State: So moved. With a smile.

Attorney General: Second.

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

Respectfully submitted,

JEFF MOHLENKAMP, CLERK

APPROVED:

GOVERNOR BRIAN SANDOVAL, CHAIRMAN

ATTORNEY GENERAL CATHERINE CORTEZ MASTO

SECRETARY OF STATE ROSS MILLER

REQUEST FOR CHANGES TO THE STATE ADMINISTRATIVE MANUAL (SAM)

Agency Code: 332

Department: Department of Administration

Division (if applicable): Nevada State Library & Archives

Appointing authority: Daphne DeLeon

Agency contact (name, phone and e-mail): Daphne DeLeon, 684-3315, ddeleon@admin.nv.gov
Brandy Cox, 684-5806, bscox@admin.nv.gov

1. Reason/purpose for requested change: NSLA is now a division of the Department of Administration. This request is to change the Department in the SAM Manual from Cultural Affairs to Administration.
2. Existing and recommended language in SAM (*blue bold italics* is new language being proposed and ~~red strikethrough~~ is deleted language being proposed).

2000 Nevada State Library Archives

2002 NSLA Functions

The Nevada State Library and Archives (NSLA) is a division of the Department of ~~Cultural Affairs Administration~~. The NSLA exists to meet the information and research needs of State government; to coordinate and supplement a State network of library resources for Nevada; and to preserve, maintain and coordinate State and local government records and archives. Archives and Records works with the State Historical Records Advisory Board and the State Records Committee to ensure proper maintenance of and access to Nevada government records. The Nevada Electronic Records Committee serves in an advisory capacity to the State Records Committee and the State Historical Records Advisory Board in matters relating to the use of technology for Nevada Record Keeping in all of its political subdivisions. The Library works with the State Council on Libraries and Literacy in surveying and reporting on the status of libraries and literacy programs in Nevada and in making recommendations "to foster and further the establishment and proper maintenance of superior libraries." (NRS 380A.011) The Library administers federal and State funds to local libraries (NRS 378.081(h), 378.087 and 378.100).

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

In Fiscal Year 2012 NSLA merged into the Department of Administration and this request is just to change the name of the Department from Cultural Affairs to Administration.

4. Will recommended change have a fiscal impact (if yes, explain): No

5. Proposed effective date: July 1st, 2011 (FY2012)

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

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: August 30, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Carla Watson, Budget Analyst
Budget 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.

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.

Agenda Item Write-up:

State of Nevada - \$7,250,000

The State of Nevada and Washoe County desire to settle a dispute that exists between them regarding the refund of certain taxes in the amount of \$1.25 million in immediate payment and \$6 million in the form of funding for major road maintenance projects in Washoe County.

Additional Information:

The \$1.25 million cash payment may be made from the BOE Statutory Contingency Fund pursuant to NRS 353.264. The maintenance projects are proposed to occur in fiscal years 2013 and 2014.

Statutory Authority:

NRS 41.037

REVIEWED: _____
ACTION ITEM: _____

NRS 353.264 Reserve for Statutory Contingency Account.

1. The Reserve for Statutory Contingency Account is hereby created in the State General Fund.
2. The State Board of Examiners shall administer the Reserve for Statutory Contingency Account. The money in the Account must be expended only for:

(a) The payment of claims which are obligations of the State pursuant to NRS 41.03435, 41.0347, 62I.025, 176.485, 179.310, 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, 288.203, 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

(b) The payment of claims which are obligations of the State pursuant to:

(1) Chapter 472 of NRS arising from operations of the Division of Forestry of the State Department of Conservation and Natural Resources directly involving the protection of life and property; and

(2) NRS 7.155, 34.750, 176A.640, 179.225 and 213.153,

↪ except that claims may be approved for the respective purposes listed in this paragraph only when the money otherwise appropriated for those purposes has been exhausted;

(c) The payment of claims which are obligations of the State pursuant to NRS 41.0349 and 41.037, but only to the extent that the money in the Fund for Insurance Premiums is insufficient to pay the claims; and

(d) The payment of claims which are obligations of the State pursuant to NRS 535.030 arising from remedial actions taken by the State Engineer when the condition of a dam becomes dangerous to the safety of life or property.

3. The State Board of Examiners may authorize its Clerk, under such circumstances as it deems appropriate, to approve, on behalf of the Board, the payment of claims from the Reserve for Statutory Contingency Account. For the purpose of exercising any authority granted to the Clerk of the State Board of Examiners pursuant to this subsection, any statutory reference to the State Board of Examiners relating to such a claim shall be deemed to refer to the Clerk of the Board.

(Added to NRS by 1963, 1110; A 1964, 11; 1965, 1416; 1967, 1471; 1968, 22, 54; 1969, 640, 1015; 1973, 170; 1975, 345, 514, 896, 1489; 1977, 229, 238, 421, 816, 1011, 1540; 1979, 341, 1166, 1737; 1981, 486, 631, 1690, 1872; 1983, 181, 1090; 1985, 545, 617, 1237; 1987, 112, 1613; 1989, 309; 1991, 92, 1750, 1825; 1995, 865, 2640; 2001, 1079, 1088; 2003, 20, 1134; 2005, 414; 2007, 1187, 2623, 2624)

OFFICE OF THE ATTORNEY GENERAL

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CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General



DENNIS V. GALLAGHER
Chief Deputy Attorney General

RECEIVED

AUG 30 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

MEMORANDUM

DATE: August 28, 2012

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

FROM: Dennis Gallagher, Chief Deputy Attorney General / Chief Counsel

SUBJECT: Proposed Settlement, Release and Waiver Agreement between Washoe County and the State of Nevada concerning the county's claim relating to distribution of certain property tax revenues by the state based on A.B. 543.

A handwritten signature in black ink, appearing to read "Dennis Gallagher", written over the typed name in the "FROM" field.

SUMMARY

The State of Nevada and Washoe County desire to settle a dispute that exists between them regarding the refund of certain taxes in the approximate amount of \$21.5M and come before the Board of Examiners ("BOE") with a Proposed Settlement, Release, and Waiver Agreement for its approval.

BACKGROUND

Nevada Counties were given authority by the Nevada Legislature in 1989 to impose a tax of up to 5 cents per \$100 of assessed value of property to be used by local governments within the county for capital projects (NRS 354.598(15)). Washoe County enacted such a tax in fiscal year 1991.

The 2007 Nevada Legislature passed AB 595 which redirected to the state treasury increasingly large percentages of the 5-cent tax imposed by Washoe and Clark counties under NRS 354.598(15). The increased distributions to the state were to take place over a period of years until by 2012, sixty percent of the locally-enacted property taxes were to be directed to the state. In 2009 the Nevada legislature passed AB 543 taking more from Washoe and Clark Counties for the general use of the state by redirecting 4-cents per \$100 of the operating rates of those two counties for the state's use. That bill also

modified the formulas of the AB 595 from 2007 to direct some of that locally-enacted, 5-cent capital projects tax revenue back to the Washoe and Clark Counties in the form of state highway money, but continued to direct the State Treasurer to distribute other portions of the proceeds of those locally-enacted property taxes to the State of Nevada for its general use.

In a 2010 special session the Nevada Legislature passed a law (AB 6) that transferred to the state general fund for the general use of the State a fund of money consisting of certain fees charged to Clark County water customers by a coalition of Clark County governments and districts. A legal challenge of that legislative act culminated in a Nevada Supreme Court's decision that redistribution of local revenues to the state is a violation of special laws. *Clean Water Coalition v. The M Resort*, 127 Nev. Adv. Op. No. 24 (May 26, 2011). The unconstitutionality of AB 6 centered on taking revenues raised by local governments from local taxpayers and using them for the benefit of the entire state.

Based on the *Clean Water Coalition* case, the Washoe County Board of County Commissioners at its meeting of June 28, 2011 voted to direct its chairman to send to the state a demand letter for the return of Washoe County tax revenues diverted to the state by AB 595 of 2007 and AB 543 of 2009.

On June 30, 2011 on behalf of the Washoe County Commission, its Chairman John Bretenitz, sent a letter to Kate Marshall, the State Treasurer, demanding that the State of Nevada refund certain ad valorem taxes paid to or retained by the State of Nevada pursuant to A.B. 595 (2007) and A.B. 543 (2009), in the total amount of \$21,497,617.44 (the "Claim"). Since the time of the initial claim county finance officials have recalculated the amount of the claim as \$17,890,293 to account for the portion of the redirected property taxes that are being spent by the state on highway projects in Washoe County.

On July 13, 2011 Nevada Controller Kim Wallin sent a letter to Chairman Bretenitz stating that on July 8, 2011, she submitted the Claim to the BOE.

On July 11, 2011 a letter from Jeff Mehlenkamp, Clerk of the BOE, declined to schedule the Claim for consideration by the BOE and referred the matter to the Nevada Attorney General for review.

The Attorney General's Office and the Governor's Office arranged meetings between the county and the state representatives and a compromise was reached. That compromise is contained in the Settlement, Release and Waiver Agreement which is before the board for consideration.

The proposed Settlement, Release and Waiver Agreement provides that Washoe County will release all claims against the state relating to AB 595 and AB 543 in return for \$1.25M in immediate payment and another \$6M distribution in 2013 and 2014 in the form of funding for major road maintenance projects in Washoe County. In total, Washoe County would receive \$7.25M in value for its \$17.89M claim, or slightly above

40% of the adjusted claim amount. Without a settlement, litigation would be required. It is estimated that trial court litigation could take 18 months and an appeal could extend the process by another 2 years. The benefits of the proposed settlement include: certainty of outcome, avoidance of litigation costs, and maintenance of positive relationships between the state and county.

The State of Nevada and Washoe County now desire to settle the Dispute regarding the refund of taxes that exist between them and come before the Board of Examiners with a Proposed Settlement, Release, and Waiver Agreement for its approval. The Proposed Settlement was approved by the Washoe County Commission on August 14, 2012.

RECOMMENDATION

The Attorney General's Office recommends approval of a Settlement, Release and Waiver Agreement between Washoe County and the State of Nevada concerning the county's claims relating to the distribution of certain property tax revenues by the state based on A.B. 595 and A.B. 543.

SETTLEMENT, RELEASE, AND WAIVER AGREEMENT

This Settlement, Release, and Waiver Agreement ("Agreement") is entered into by and between WASHOE COUNTY, herein "Releasor", and the STATE OF NEVADA herein "Releasee". The Releasor or Releasee may be referred to as a "Party" and may be collectively referred to as the "Parties."

WHEREAS, Washoe County Commission Chairman John Breternitz, on behalf of Releasor, by letter to Kate Marshall, the State Treasurer dated June 30, 2011, demanded from Releasee refund of certain ad valorem taxes paid to or retained by the State of Nevada pursuant to A.B.595 (2007) and A.B. 543 (2009), in the total amount of \$21, 497,617.44 (the "Claim"); and

WHEREAS, by a July 13, 2011 letter Nevada Controller Kim Wallin notified Commissioner Breternitz that on July 8, 2011 she submitted the Claim to the Nevada Board of Examiners through its clerk, Jeff Mohlenkamp; and

WHEREAS, by a July 11, 2011 letter from Jeff Mohlenkamp, Clerk of the Nevada Board of Examiners, declined to schedule the Claim for consideration by the Nevada Board of Examiners and referred the matter to the Nevada Attorney General for legal review, and

WHEREAS, through discussions between representatives of the Releasor and the Releasee, including their attorneys, the existence of a dispute about the scope and validity of the Claim was established (the "Dispute"); and

WHEREAS, Releasor and Releasee now desire to settle the Dispute regarding the refund of taxes that exist between them as of the date of this Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein below, subject to approval by the State of Nevada Board of Examiners, Releasor and Releasee covenant and agree as follows:

1. Settlement Payment and Conditions. Subject to the terms and conditions of this Agreement, Releasee shall, within a reasonable time following execution of this agreement, pay Releasor \$1.25 million from the emergency fund. In addition, the Releasee, by and through its Department of Transportation ("NDOT"), agrees to provide funding in an amount not to exceed six million dollars (\$6,000,000.00) as follows:

(A) The Releasor and NDOT will mutually agree on major maintenance projects within Washoe County with approximately three million dollars (\$3,000,000.00) being committed for such projects in

each of the calendar years of 2013 and 2014. A tentative list of such projects is attached hereto as Exhibit A. It is understood and agreed that the projects listed in Exhibit A may change by mutual agreement of Releasor and NDOT. In addition, it is understood and agreed that the estimated costs on Exhibit A are preliminary and are subject to change.

(B) It is further understood and agreed that any projects selected pursuant to the terms of this provision must meet certain eligibility requirements to qualify for federal funding. Releasor also understands and agrees that the Releasor will be required to contribute certain matching funds or in-kind services for any major maintenance project selected pursuant to the terms of this provision. Failure to provide those matching funds or in-kind services will relieve NDOT of its obligations for that project.

(C) Releasor and NDOT agree to enter into local public agency agreements ("LPAs") which will detail the specifics of each of the major maintenance projects selected pursuant to the terms of this provision.

(D) The major maintenance projects selected to the terms of this provision will be scheduled to be completed by December 31, 2014, unless otherwise agreed in writing by the Releasor and NDOT in the individual LPAs.

2. **Release and Waiver.** Releasor hereby generally releases, waives and discharges Releasee in connection with all claims, causes of actions and liability, of every nature whatsoever, arising out of or related to the acts, conduct, omission or inaction committed or allegedly committed by Releasee, its officials, employees, agents and representatives, from the beginning of time to and including the effective date of this Agreement, including but not limited to all of the facts and circumstances alleged by Releasor in the Dispute, as well as the Dispute itself. Releasor understands and agrees that these provisions expressly preclude Releasor from asserting, referring to, or relying upon, any act, conduct or omission of Releasee, its officials, employees, agents and representatives from the beginning of time up to and including the effective date of this Agreement, in any future claim or demand, made or asserted in any forum, of every nature whatsoever.

3. **No Wrongdoing.** Releasor and Releasee expressly acknowledge and agree that this Agreement and the consideration given hereunder are not, nor shall be construed or interpreted as, an admission on the part of either party of any fault, liability or wrongdoing, but are arrived at purely to compromise the Dispute for the purpose of avoiding the expense and burden of further litigation.

4. **Representation by Counsel.** Releasor and Releasee covenant and agree that throughout the Dispute, and in connection with this Agreement, they have been represented by and received the advice of competent counsel, who have fully, completely and thoroughly explained to Releasor and Releasee the meaning and consequence of each and every covenant, term and condition contained in this Agreement, and that Releasor and Releasee are satisfied with the counsel and advice they have received.

5. **Sole Agreement.** Releasor and Releasee covenant and agree that this Agreement contains all the terms, covenants and conditions of the settlement agreement, that there are no other agreements, terms, covenants or conditions except those contained herein, and that no promises, representations or other inducements exist to enter into this Agreement except as expressly contained herein.

6. **Duress.** Releasor and Releasee covenant, represent, and agree that they enter into this Agreement knowingly, willingly, freely and intelligently, with the advice of counsel, and that they are under no coercion or duress of any nature whatsoever to enter into this Agreement, but that they do so solely in consideration of the terms, covenants and conditions expressed in this Agreement, and no others.

7. **Modification and Amendment.** This Agreement may not be modified or amended except by written agreement signed by the party to be charged.

8. **Attorneys' Fees for Enforcement.** In the event of default or breach of any term, covenant or condition of this Agreement, the non-defaulting or non-breaching party may seek an order in court for enforcement of this Agreement, in which event the prevailing party shall be entitled to recover the reasonable costs, expenses and attorneys' fees incurred.

9. **Forum Selection Clause.** Releasor and Releasee agree that any action pursuant to or arising out of this Agreement shall be brought in the District Court for the First Judicial District of the State of Nevada and shall be governed by Nevada law.

10. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same instrument.

11. **Recitals Part of Agreement.** The above recitals are incorporated by reference and made a part of this Agreement.

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

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

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

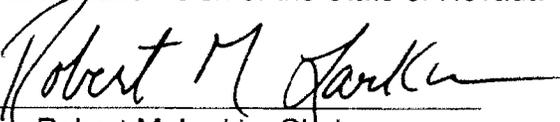
15. No Third-Party Beneficiaries. No provision in this Agreement shall be construed in any manner to bestow or imply third-party beneficiary status on any third-party who is not a signatory to this agreement.

16. Board of Examiners Approval Required. The Releasor understands that (a) this Agreement is subject to the approval of the State Board of Examiners, and (b) such approval by the State Board of Examiners is an express condition precedent to any of the obligations assumed by Releasee under this Agreement, including, but not limited to, the payment described in Paragraph 1 above. If the State Board of Examiners does not approve this Agreement, the Agreement and the terms and conditions herein shall be null and void.

In witness whereof the parties hereto signify their full understanding and assent by their signatures on the lines provided therefor below executed on the dates indicated to be come effective on the date executed by the last party to execute.

RELEASOR:

WASHOE COUNTY, NEVADA
a political subdivision of the State of Nevada

By: 
Robert M. Larkin, Chairman
Board of County Commissioners

Dated: 8/14/12

Attest: 

APPROVED AS TO LEGALITY AND FORM:

RICHARD A. GAMMICK
WASHOE COUNTY DISTRICT ATTORNEY

By: *Paul Depaulis*
Attorney for RELEASOR

Dated: 8/14/12

RELEASEE:
STATE BOARD OF EXAMINERS

By: _____
Clerk

Dated: _____

APPROVED AS TO LEGALITY AND FORM:

CATHERINE CORTEZ MASTO
NEVADA ATTORNEY GENERAL

By: _____
Attorney for RELEASEE

Dated: _____

WASHOE COUNTY MAINTAINED STREETS 2011/2012

Branch Name	Branch Sec.	Zone	From	To	Rank	Rank name	Avg. Sec. Width	Sec. Length	Sec. Miles	Sec. Area	Estimated cost	comments
Cape Seals												
RED ROCK ROAD	L2200	7 NO22	165 S. OF ARGOSY RD.	228 S. OF BIRD SPRINGS	A	Arterial	28	15461	2.93	432908		
RED ROCK ROAD	L2200	8 NO22	228 S. OF BIRD SPRINGS	16 S. OF SPOKE RD.	A	Arterial	25	21461	4.06	536525		
RED ROCK ROAD	L2200	9 NO22	16 S. OF SPOKE RD.	180 S. OF SHETLAND CR.	A	Arterial	24	15625	2.96	375000		
RED ROCK ROAD	L2200	10 NO22	180 S. OF SHETLAND CR.	CAL / NEV. STATELINE	A	Arterial	24	18883	3.58	453192		
WHITE LAKE PARKWAY	L2049	1 NO21	5 S.W. MILE MARKER 427	2242 N. MILE MARKER 427	A	Arterial	37	2228	0.42	82436		
WHITE LAKE PARKWAY	L2049	2 NO21	2242 N. MILE MARKER 427	937 S. CYRSTAL CANYON BL.	A	Arterial	41	4803	0.91	196923		
WHITE LAKE PARKWAY	L2049	3 NO21	937 S. CRYSTAL CANYON BL.	14 FT. S.E. BRANT STREET	A	Arterial	36	2872	0.54	108642		
VILLAGE PARKWAY	L2366	1 NO21	165 NE OF COLD SPRINGS DR.	550 SW OF DIAMOND PEAK	A	Arterial	31	3830	0.73	118730	\$1,553,500	Cape Seal
Micro seal												
HIDDEN VALLEY DRIVE	L1057	1 SE11	368 S.W. OF PELHAM DR.	37 S.E. OF PENFIELD CIR.	B	Collector	37	1546	0.29	57202		
HIDDEN VALLEY DRIVE	L1057	2 SE11	37 N.W. OF PENFIELD CIR.	8 FT. S. SKOKIE WAY	B	Collector	43	1413	0.27	60759		
HIDDEN VALLEY DRIVE	L1057	3 SE11	8 FT. S. SKOKIE WAY	484 FT. S. SLEEPY HOLLOW	B	Collector	36	2626	0.50	95176		
HIDDEN VALLEY DRIVE	L1057	4 SE11	484 FT. S. SLEEPY HOLLOW	649 FT. S. SUMRALL DR.	B	Collector	39	1092	0.21	42588		
HIDDEN VALLEY DRIVE	L1057	5 SE11	649 S. SUMRALL DR.	494 E. HIDDEN HIGHLAND	B	Collector	45	2157	0.41	97065		
HIDDEN VALLEY DRIVE	L1057	6 SE11	494 E. HIDDEN HIGHLAND	W. SIDE HIDDEN HIGHLANDS	B	Collector	46	535	0.10	24610		
HIDDEN VALLEY DRIVE	L1057	7 SE11	W. SIDE HIDDEN HIGHLANDS	640 FT. S. OF CARNOUSTIE	B	Collector	39	3040	0.58	118560		
HIDDEN VALLEY DRIVE	L1057	8 SE11	640 FT. S. OF CARNOUSTIE	31 FT. N. OF CARNOUSTIE	B	Collector	36	708	0.13	25488		
									2.48	521448	\$137,804	Micro seal
Reconstruction												
EASTLAKE BOULEVARD	L3031	9 SO32	100 S. OF 5375 EASTLAKE	747 W. OF DUCK HILL RD.	A	Arterial	23.5	22304	4.22	523842		
									4.2	523842	\$1,712,250	Fix road failure & Roadbed modification with 4" overlay and micro cape seal
Reconstruction												
HIGHWAY 447 (81)	G0018	21 HD51	1182 NW. MILE MARKER 123	3178 NW. MILE MARKER 126	E	Minor Highway	24	17813	3.37	427512		
HIGHWAY 447 (81)	G0018	22 HD51	3178 NW. MILE MARKER 126	469 W. MILE MARKER 128	E	Minor Highway	24	7752	1.47	186048		
HIGHWAY 447 (81)	G0019	23 HD51	469 W. MILE MARKER 128	NEAR MILE MARKER 131	E	Minor Highway	24	19008	3.60	456192		
									5	613,560	\$1,333,669	3" Cold recycle & micro cape seal



RECEIVED

JUL 08 2011

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

State of Nevada
Office of State Controller
Carson City, Nevada 89701-4786

Kim R. Wallin, CMA, CFM, CPA
State Controller

Office: (775) 684-5777
Fax: (775) 684-5696

MEMORANDUM

July 8, 2011

To: Board of Examiners

From: Kim R. Wallin, CMA, CFM, CPA *KRW*
State Controller

Subject: Refund of Tax Revenues to Washoe County, Nevada

The Controller's Office is formally requesting to be added to the July 20, 2011 Board of Examiners agenda.

On July 8, 2011, the Controller's Office received correspondence from Mr. John Breternitz, Chairman of the Washoe County Commission requesting a refund of tax revenues based on the recent Nevada Supreme Court decision in Case No. 57649, Clean Water Coalition v. The M Resort.

Attached to this memorandum is a copy of the Demand for Refund of Tax Revenues and Washoe County's summary of the diverted tax revenues.

Please confirm with my office that this item will be added to the July 20, 2011 agenda.



WASHOE COUNTY COMMISSION

"Dedicated to Excellence in Public Service"

1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520-0027
Phone (775) 328-2005
Fax (775) 328-2037
www.washoecounty.us

July 6, 2011

Ms. Kim Wallin ^{939w}
Nevada State Controller
Nevada State Capital Building
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786

RECEIVED
JUL 08 2011

NV CONTROLLER'S OFFICE

Re: Demand for Refund of Tax Revenues

Dear Ms. Wallin:

NRS 354.59815 authorizes boards of county commissioners throughout the state to levy certain ad valorem taxes on taxable property within their counties. Washoe County enacted such a tax. In 2007 the Nevada Legislature passed AB 595. Section 47, which applies in only two Nevada counties (Washoe and Clark), requires the State Treasurer to distribute proceeds of those locally-enacted property taxes to the State of Nevada for its use. In 2009 the Nevada Legislature passed AB 543 which again applies only in Washoe and Clark Counties and requires the State Treasurer to distribute proceeds of those locally-enacted property taxes to the State of Nevada for its use. The Nevada Supreme Court's recent decision in Case No. 57649, Clean Water Coalition v. The M Resort, 127 Nev. Adv. Op. No. 24 (May 26, 2011) makes clear the constitutional prohibition against the enactment of local and special laws. The redistribution of local revenues to the state pursuant to those enactments is a violation of the Nevada Constitution as established by the Clean Water Coalition case.

It is the duty of county commissioners to act in the best interest of the citizens of their counties and Washoe County taxpayers and citizens were disadvantaged by AB 595 of 2007 and AB 543 of 2009. At its duly noticed meeting of June 28, 2011, the Washoe County Board of Commissioners voted unanimously to authorize me to make this demand for the return of the unconstitutionally diverted Washoe County tax revenues. The County Commission also directed that this letter inform you that Washoe County will withhold payment to the state of any such revenues the County may still hold.

I have attached Washoe County's summary of the improperly diverted tax revenues. County Manager Katy Simon and I are available to you should you have questions regarding the County's demand.

Sincerely,

John Bretermitz, Chairman
Washoe County Commission

JB/rl

Enc.

cc: Nevada Attorney General Catherine Cortez-Masto
Nevada State Treasurer Kate Marshall
Washoe County Commission

WASHOE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

PRINTED ON RECYCLED PAPER

Diverted Ad Valorem Tax From Washoe County

	Fiscal Year			Totals
	2008/2009	2009/2010	2010/2011	
Capital Facility Tax (5 Cents) State Highway Fund 1,2	641,633.00	1,265,719.00	1,699,972.00	3,607,324.00
Capital Facility Tax (5 Cents) State General Fund 1,2	-	4,008,109.00	3,022,172.00	7,030,281.00
Operating Tax (4 cents) 2	-	5,748,935.28	5,111,077.16	10,860,012.44
Totals	641,633.00	11,022,763.28	9,833,221.16	21,497,617.44

AB 595
AB 543
L

1. Pursuant to AB 595, 2007 Legislative Session
2. Pursuant to AB 543, 2009 Legislative Session

R E C E I V E D
JUL 08 2011

NV CONTROLLER'S OFFICE



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 N. Carson Street
Carson City, Nevada 89701

CATHERINE CORTEZ MASTO
Attorney General

KEITH G. MUNRO
Assistant Attorney General

GREGORY M. SMITH
Chief of Staff

May 11, 2012

Jeffrey Mohlenkamp, Director
Department of Administration
Budget and Planning
Blasdel Building, Room 200
209 East Musser St.
Carson City, NV 89701

RECEIVED

MAY 11 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

Dear Mr. Mohlenkamp:

Please accept this brief letter in reference to an earlier letter submitted by Chairman John Breternitz of the Washoe County Commission to the State Board of Examiner which is entitled, "Demand for Refund of Tax Revenues." Subsequent to the issuance of the Washoe County letter, the State Board of Examiners authorized the Governor's Office staff to engage on its behalf in discussions with Washoe County about possibly settling this demand for a tax refund.

Presently, there is a tentative settlement between Washoe County and the State Board of Examiners regarding Washoe County's demand for a tax refund. I am writing to inform you that the Reserve for Statutory Contingency Account, which is established pursuant to NRS 353.264, could be utilized to settle the demand for a tax refund made by Washoe County. Since this account is administered by the State Board of Examiners, the Board would need to approve the proposed settlement and then authorize an appropriate expenditure from the Reserve for Statutory Contingency Account.

Sincerely,

CATHERINE CORTEZ MASTO
Attorney General

By: *Keith G. Munro*
KEITH G. MUNRO
Assistant Attorney General

KGM:mas
Cc: Heidi Gansert, Chief of Staff/Governor's Office

Washoe County - update 6/07/12

	Notes	2008/2009	2009/2010	2010/2011	Totals
<u>Washoe County's Original Claim</u>					
WC - Capital Facility Tax (5 Cents) State Highway Fund	1,2,3	641,633.00	1,265,719.00	1,699,972.00	3,607,324.00
WC - Capital Facility Tax (5 Cents) State General Fund	1,2,3	-	4,008,109.00	3,022,172.00	7,030,281.00
<u>WC - Operating Tax (4 cents)</u>	2,4	-	<u>5,748,935.28</u>	<u>5,111,077.16</u>	<u>10,860,012.44</u>
Totals WC		641,633.00	11,022,763.28	9,833,221.16	21,497,617.44

Washoe County's Current Claim					
WC - Capital Facility Tax (5 Cents) State General Fun	1,2,3		\$ 4,008,109.00	\$ 3,022,172.00	\$ 7,030,281.00
WC - Operating Tax (4 cents)	2,4		<u>5,748,935.28</u>	<u>5,111,077.16</u>	<u>10,860,012.44</u>
Totals WC			\$ 9,757,044.28	\$ 8,133,249.16	\$ 17,890,293.44

Notes:

1. Pursuant to AB 595, 2007 Legislative Session
2. Pursuant to AB 543, 2009 Legislative Session
3. 5-cent capital facility tax is split per legislation between State Highway Fund, and Reno, Sparks and Washoe County.
Washoe's original claim included the amount diverted to the State Highway Fund.
Per an email from Sheri Mendez, Washoe County Finance Director:
"We did not remove the State Highway money from the claim until December 2011 after we received an accounting from the Department of Transportation."
4. 4-cent county operating tax was for county expennditures only, and was not futher subdivided.

	Notes	2008/2009	2009/2010	2010/2011	Totals		
WC - Capital Facility Tax (5 Cents) State Highway Fund	1,2,3	641,633.00	1,265,719.00	1,699,972.00	3,607,324.00		
WC - Capital Facility Tax (5 Cents) State General Fund	1,2,3	-	4,008,109.00	3,022,172.00	7,030,281.00		
WC - Operating Tax (4 cents)	2,4	-	5,748,935.28	5,111,077.16	10,860,012.44		
Totals WC		641,633.00	11,022,763.28	9,833,221.16	21,497,617.44		
Reno - Capital Facility Tax (5 Cents) State Highway Fund		177,725.16	350,589.95	488,765.85	1,017,080.96		
Reno - Capital Facility Tax (5 Cents) State General Fund		-	1,110,201.53	868,917.07	1,979,118.60		
Totals Reno		177,725.16	1,460,791.48	1,357,682.92	2,996,199.56		
Sparks - Capital Facility Tax (5 Cents) State Highway Fund		65,286.79	128,788.15	179,546.64	373,621.58		
Sparks - Capital Facility Tax (5 Cents) State General Fund		-	407,829.13	319,194.02	727,023.15		
Totals Sparks		65,286.79	536,617.28	498,740.66	1,100,644.73		
Capital Facility Tax (5 Cents) State Highway Fund		884,644.95	1,745,097.10	2,368,284.49	4,998,026.54		
Capital Facility Tax (5 Cents) State General Fund		-	5,526,139.66	4,210,283.09	9,736,422.75	-9,692,928.85	-43,493.90
Sub total Capital Facilities Tax		884,644.95	7,271,236.76	6,578,567.58	14,734,449.29		
Operating Tax (4 cents)		-	5,748,935.28	5,111,077.16	10,860,012.44		
Totals		884,644.95	13,020,172.04	11,689,644.74	25,594,461.73		
WC % of Total Capital Facilities Tax Only		72.53%	72.53%	71.78%	72.20%		
Reno % of Total Capital Facilities Tax Only		20.09%	20.09%	20.64%	20.33%		
Sparks % of Total Capital Facilities Tax Only		7.38%	7.38%	7.58%	7.47%		

Notes:

1. Pursuant to AB 595, 2007 Legislative Session
2. Pursuant to AB 543, 2009 Legislative Session
3. 5-cent capital facility tax is split per legislation between State Highway Fund, and Reno, Sparks and Washoe County.
 Washoe's original claim included the amount diverted to the State Highway Fund.
 Per an email from Sheri Mendez, Washoe County Finance Director:
 "We did not remove the State Highway money from the claim until December 2011 after we received an accounting from the Department of Transportation."
4. 4-cent county operating tax was for county expenditures only, and was not further subdivided.

Comparison of Washoe's numbers with Controller's:

Controller's Numbers - County Operating Tax, State General Fund	\$ 5,748,935.28	\$ 5,111,077.16	10,860,012.44
Difference from County	-	-	-
Controller's Numbers - Total Capital Facility Tax, State General Fund	\$ 5,526,140.01	\$ 4,210,283.04	9,736,423.05
Difference from County	(0.35)	0.05	(0.30)

Washoe County's Claim			
Capital Facility Tax (5 Cents) State General Fund	\$ 4,008,109.33	\$ 3,022,172.01	\$ 7,030,281.34
WC - Operating Tax (4 cents)	5,748,935.28	5,111,077.16	10,860,012.44
Total	\$ 9,757,044.61	\$ 8,133,249.17	\$ 17,890,293.78

ID	Budget Account Code	Budget Fiscal Cwy	Dollar Amount	Fiscal Month	Revenue Source Code	Transaction Number	Account Type Code	Sub Revenue Code	Acceptance Date	Agency Code
2160229	9999	2011	\$ (1,250,522.95)	04	3070	WA1STQTR11	31	16	22-Oct-10	060
2166630	9999	2011	\$ (989,543.34)	07	3070	WA2NDQTR11	31	16	26-Jan-11	060
2171914	9999	2011	\$ (1,926,722.55)	10	3070	WA3RDQTR11	31	16	19-Apr-11	060
2177504	9999	2011	\$ 43,494.20	13	3070	WA4THQTA11	31	16	16-Sep-11	060
2177524	9999	2011	\$ (43,494.20)	13	3070	WA4THQTB11	31	16	19-Sep-11	060
2177525	9999	2011	\$ (43,494.20)	13	3070	WA4THQTB11	31	16	19-Sep-11	060

Total FY 11 \$ 4,210,283.04

ID	Budget Account Code	Budget Fiscal Cwy	Dollar Amount	Fiscal Month	Revenue Source Code	Transaction Number	Account Type Code	Sub Revenue Code	Acceptance Date	Agency Code
2139121	9999	2010	\$ (1,599,323.42)	04	3070	WA1STQTR10	31	NULL	26-Oct-09	060
2139124	9999	2010	\$ (1,233,866.91)	07	3070	WA2NDQTR10	31	NULL	25-Jan-10	060
2139125	9999	2010	\$ (2,462,125.77)	10	3070	WA3RDQTR10	31	NULL	15-Apr-10	060
2139129	9999	2010	\$ (230,823.91)	13	3070	WAJUL082010	31	16	13-Jul-10	060

Total FY 10 \$ 5,526,140.01

Total \$ 9,736,423.05

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: August 31, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Carla Watson, Budget Analyst
Budget 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.

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.

Agenda Item Write-up:

Department of Administration - \$2,265,253

The Department requests settlement approval in the amount of \$2,265,253 pertaining to a Settlement Agreement between the City of Reno, the Reno Redevelopment Agency, Washoe County, the Washoe County School District, and the State of Nevada regarding the outstanding property tax increment dispute.

Statutory Authority:

NRS 41.037

REVIEWED: _____

ACTION ITEM: _____

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made by and among: (1) the Redevelopment Agency of the City of Reno, a public body, corporate and politic (“Agency”); (2) the City of Reno, a political subdivision of the State of Nevada (“Reno”); (3) Washoe County, a political subdivision of the State of Nevada (“Washoe County”); (4) the Washoe County Treasurer (“Treasurer”); (5) the Washoe County Assessor (“Assessor”); (6) the Washoe County School District, a political subdivision of the State of Nevada (“WCSD”); and (7) the State of Nevada (“Nevada”). Reno, Washoe County, State of Nevada and WCSD are collectively referred to as the “Taxing Agencies” or individually as a “Taxing Agency.” The Taxing Agencies and the Agency are collectively referred to as the “Settling Parties” or singularly as a “Settling Party.”

I. RECITALS/BACKGROUND

1. On February 25, 1980, the Reno City Council established a tax increment district by Ordinance No. 2807, known as Reno Increment District. The assessed value of the property in the Reno Increment District in the fiscal year 1979/1980 was set at \$40,456,890.

2. On July 11, 1983, the Reno City Council established the Downtown Project Redevelopment Area and adopted the Redevelopment Plan for the Downtown Project Redevelopment Area by Ordinance No. 3316. At the same time, the Council adopted Ordinance 3091 which merged the Reno Increment District area with the Redevelopment Plan and Project Area (hereinafter “RDA#1”).

3. Ad valorem, or property, taxes generated within the redevelopment district must be distributed to the various entities comprising the tax district in accordance with NRS 279.676. NRS 279.676(1)(a) provides that the tax base is calculated by taking “the total sum of the assessed value of the taxable property in the redevelopment area” prior to the effective date of the ordinance creating the redevelopment agency and applying the tax rate of the Taxing Agencies each year. This is referred to as the “Tax Base” because the assessed value is fixed prior to the creation of the redevelopment agency. The Tax Base is allocated to the Taxing Agencies.

4. The “Tax Increment” is calculated pursuant to NRS 279.676(1)(b). The Tax Increment is any portion of “the levied taxes each year in excess of the amount” of the Tax Base.

5. Redevelopment agencies created prior to July 1, 1987 are also entitled to receive a minimum allocation of taxes pursuant to NRS 279.676(3). NRS 279.676(3) states:

The taxing agencies shall continue to pay to a redevelopment agency any amount which was being paid before July 1, 1987, and in anticipation of which the agency became obligated before July 1, 1987, to repay any bond, loan, money advanced or any other indebtedness, whether funded, refunded, assumed or otherwise incurred.

6. The 1987 Reno Comprehensive Annual Financial Report (“CAFR”) shows that as of July 1, 1987, the Agency was being paid \$2,707,948 which the Agency relied upon to repay the bonds and indebtedness issued before July 1, 1987.

7. On August 25, 2011, the Settling Parties met to discuss how the Assessor and Treasurer currently assess, collect and distribute property taxes in City of Reno redevelopment areas and whether the distribution methodology took into account NRS 279.676(3). This meeting was precipitated by questions from the bond holders of the aforementioned bonds since the Tax Increment being allocated to the Agency was not sufficient to pay the debt service on the bonds. After discussing the same, representatives from the State of Nevada Department of Taxation pointed out that because tax rates and assessed values fluctuate over time, the amount paid under the methodology being used by the Treasurer may not necessarily equal the "amount which was being paid before July 1, 1987" as required by NRS 279.676(3).

8. On August 26, 2011, the Department of Taxation requested an opinion from the Nevada Attorney General's Office ("AGO") regarding the proper application of NRS 279.676(3). On August 31, 2011, the AGO issued a written opinion concluding that the amount paid to the Agency pursuant to NRS 279.676(3) is a set amount based on what was being paid prior to July 1, 1987 and does not fluctuate. The AGO also opined that the amount due to the Agency should not be reduced based on the subsequent refinancing of any bond that was originally issued prior to July 1, 1987. Finally, the Attorney General opined that the amount required to be paid under NRS 279.676(3) was in addition to the Tax Increment to be paid to the Agency under NRS 279.676(1)(b).

9. Washoe County informed the other Settling Parties that it did not agree with the Attorney General's opinion. On September 9, 2011, the Treasurer sought an opinion from the Washoe County District Attorney's Office regarding its interpretation of NRS 279.676. On October 14, 2011, the Washoe County District Attorney's office issued its opinion regarding NRS 279.676 which conflicted with the opinions issued by the AGO.

10. In addition, effective July 1, 1989, NRS 279.676(1)(a) was amended to require the assessed value of tax exempt properties be removed from the base calculation. Historically, the Assessor and Treasurer did not remove the assessed valuation of the exempt property from the base assessed valuation used to determine the amount of revenue allocated to the Taxing Agencies as required by NRS 279.676(1)(a). In order to correct this error, the Assessor determined what property within RDA#1 was transferred to a tax exempt entity subsequent to the July 1, 1989 effective date of the revision to NRS 279.676. The Treasurer then determined the fiscal impact to the RDA#1 if the assessed value of the exempt properties were removed from the base as required by NRS 279.676(1). The Treasurer and Assessor have corrected this error moving forward by removing the assessed value of tax exempt properties from the base calculation and shall continue to do so in the future.

11. From December 19, 2011 to the date of this Agreement, the Settling Parties have continued to meet through counsel and their representatives to resolve the different

interpretations of these and other issues arising from or related to allocations of taxes in the redevelopment areas amongst the Settling Parties both in the future and for correction of such allocations in the past.

12. The Settling Parties have agreed to settle the issue regarding the Reno Increment District Base, the failure to remove exempt properties from the tax base in previous fiscal years, and the Minimum Allocation due to the Agency under NRS 279.676(3).

II. AGREEMENT TERMS

A. RENO INCREMENT DISTRICT BASE

1. The base value for the Reno Increment District in 1983/84 was \$100,877,207. The difference between the base value in the Reno Increment District in 1979/80 and 1983/84 was \$60,420,317 which represents the assessed value growth of the Reno Increment District between 1979/80 and 1983/84 Fiscal Years. From the 1984/85 fiscal year to the 2011/12 fiscal year the \$60,420,317 was represented as the Reno Increment District on the Segregation of the Tax Roll (SEG) report submitted to the Department of Taxation even though the district no longer existed. For the 2012/13 SEG report the Assessor determined that the \$60,420,317 assessed value should be merged into the RDA#1 base and should not be separately identified on the SEG report as the Reno Increment District since the Reno Increment District was merged with RDA#1.

2. The Settling Parties agree that to maintain the incremental growth of the Reno Increment District and the historical treatment of the \$60,420,317, from fiscal year 2012/13 forward, the Assessor will reduce the RDA# 1 base by \$60,420,317 to reflect the assessed value growth of the Reno Increment District until the RDA#1 expires and is terminated by operation of law.

B. REMOVAL OF EXEMPT PROPERTIES FROM THE TAX BASE VALUE

1. **Exempt Property Variance**. The Treasurer has determined that had the Assessor and Treasurer removed the assessed value of exempt properties within RDA #1 between Fiscal Years 2000/01 to 2011/12, the Agency should have been allocated an additional \$4,172,501 ("Exempt Property Variance"). The Treasurer's records have not allowed her to determine the exact allocation variance that should have been made to the Agency between Fiscal Years 1989/90 to 1999/2000. However, the Taxing Agencies have asserted that a three year statute of limitations prevents the Agency from recovery for fiscal years prior to 2008/09. In order to resolve the dispute and the statute of limitations issue, the Settling Parties have agreed that the Taxing Agencies will pay the Agency the Exempt Property Variance that should have been allocated to the Agency between 2000/01 to 2011/12 fiscal years, and except as otherwise expressly provided in this Settlement Agreement, the Agency will release and discharge the Taxing Agencies for reimbursement for any variance on the exempt property issue in RDA#1 prior to the 2000/01 fiscal year. This release shall be effective upon timely receipt of each Taxing Agencies share of the Exempt Property Variance in accordance with the payment

schedules attached hereto and the Department of Taxation's opinion. The Exempt Property Variance shall be paid by the Taxing Agencies to the Agency in the following amounts by the dates set forth in the payment schedules attached hereto:

Fiscal Year	TOTAL ALLOCATION VARIANCE	Washoe County	WCSD	Nevada	Reno
2011/2012	\$ 397,293	\$ (166,553)	\$ (98,433)	\$ (19,983)	\$ (112,324)
2010/2011	\$ 415,156	\$ (171,167)	\$ (110,516)	\$ (20,512)	\$ (112,911)
2009/2010	\$ 439,538	\$ (177,789)	\$ (117,228)	\$ (21,265)	\$ (123,202)
2008/2009	\$ 421,756	\$ (173,382)	\$ (113,614)	\$ (20,884)	\$ (113,902)
2007/2008	\$ 451,711	\$ (184,953)	\$ (119,666)	\$ (22,569)	\$ (124,465)
2006/2007	\$ 413,046	\$ (164,127)	\$ (118,129)	\$ (20,068)	\$ (110,671)
2005/2006	\$ 363,070	\$ (143,720)	\$ (103,939)	\$ (17,707)	\$ (97,649)
2004/2005	\$ 300,189	\$ (117,660)	\$ (88,055)	\$ (14,610)	\$ (79,819)
2003/2004	\$ 288,893	\$ (111,379)	\$ (86,873)	\$ (14,019)	\$ (76,587)
2002/2003	\$ 279,466	\$ (108,917)	\$ (83,866)	\$ (12,690)	\$ (73,951)
2001/2002	\$ 205,772	\$ (77,049)	\$ (62,843)	\$ (9,552)	\$ (56,297)
2000/2001	\$ 196,610	\$ (76,582)	\$ (57,169)	\$ (9,557)	\$ (53,270)
Total	\$4,172,501¹	\$(1,673,278)	\$(1,160,331)	\$(203,415)	\$(1,135,047)

2. **Future Base Adjustment.** The Settling Parties agree that the Treasurer and Assessor shall hereafter comply with NRS 279.676(1)(a) by removing the assessed value of tax exempt properties from the base calculations. At the beginning of each fiscal year, the Treasurer and Assessor shall provide the Settling Parties with a list of properties within the redevelopment areas which became exempt in the previous fiscal year, and the assessed value of such property removed from the base.

3. **RDA#2 Base Adjustment and RDA#2 Exempt Property Variance.** The Assessor has determined that between 2005/2006 fiscal year and the 2010/2011 fiscal year, exempt property with an assessed value of \$1,834,818 ("RDA#2 Exempt Property Variance"), should have been removed from the base. The Treasurer and Assessor have removed the RDA#2 Exempt Property Variance from the RDA#2 base, commencing the 2012/2013 fiscal year, and shall continue to do so in the future to comply with NRS 279.676(1)(a). By the end of the 2012/2013 fiscal year, the Treasurer will calculate the revised allocations to the Settling Parties by deducting the RDA#2 Exempt Property Variance from the base ("RDA#2 Gap"). The Treasurer will allocate the RDA#2 Gap to the Taxing Agencies based on the proportion that the Taxing Agency's net redevelopment tax rate of each fiscal year adjustment bears to the combined overlapping net redevelopment tax rate for the same fiscal year. Unless the Agency and a Taxing Agency have agreed otherwise, the Treasurer will deduct each Taxing Agencies' share of the RDA#2 Gap from the next property tax distribution after the RDA#2 Gap is calculated by the Treasurer.

¹ The total paid by the Settling Parties total \$4,172,071 as TMUGWB, a taxing agency who is not a party to this Agreement, share is \$429.

C. MINIMUM ALLOCATION DUE TO AGENCY PURSUANT TO NRS 279.676(3)

1. **Minimum Allocation.** The Settling Parties agree that the minimum allocation due from the Taxing Agencies to the Agency pursuant to NRS 279.676(3) is \$2,707,948 per year, which equals the amount paid to the RDA#1 before July 1, 1987 based on the 86/87 CAFR (“Minimum Allocation”). The Settling Parties agree that the Minimum Allocation shall continue to be paid to the RDA#1 through June 30, 2018. The Settling Parties hereby agree that the Minimum Allocation is offset by increment allocated to the RDA#1 pursuant to NRS 279.676(1)(“Increment”). The Settling Parties hereby mutually release and discharge each other Settling Party from any claims, demands or causes of action, arising out of or related to interpretations of NRS 279.676(3) which are in conflict with the definition of the Minimum Allocation set forth herein. This release shall be effective upon receipt of a non-appealable Judicial Confirmation Order confirming the Settling Parties interpretation of the Minimum Allocation and that the Minimum Allocation is offset by the Increment as set forth above.

2. **Payment of Past Gap.** The Settling Parties hereby agree that after payment of the Exempt Property Variance set forth above, the RDA#1 will have received Increment in excess of the Minimum Allocation for all prior fiscal years except 2011/12. In fiscal year 2011/12, RDA#1 received \$898,502 in Increment, and will receive \$397,293 in Exempt Property Variance. This leaves a gap between the Minimum Allocation and the Increment received of \$1,412,153 (“Past Gap Total”). The Past Gap Total shall be paid by the Taxing Agencies to the Agency in the following amounts by the dates set forth in the payment schedules attached hereto:

Settling Party	Past Gap Total Payment
Washoe County	\$591,975
Reno	\$399,263
WCSD	\$349,887
State of Nevada	\$71,028
Totals	\$1,412,153

Except as otherwise expressly provided in this Agreement, the Settling Parties hereby mutually release and discharge each other Settling Party from any claims, demands or causes of action, arising out of or related to interpretations of NRS 279.676(3) which are in conflict with the definition of the Past Gap Total set forth herein. This release shall be effective upon receipt of the Nevada Department of Taxation’s Opinion and a non-appealable Judicial Confirmation Order confirming the Settling Parties interpretation of the Past Gap Total.

3. **Minimum Allocation in Current and Future Fiscal Years.** The Settling Parties authorize and direct the Treasurer beginning fiscal year 2012/13 through June 30, 2018 to make the Minimum Allocation to the RDA#1 on behalf of the taxing agencies who levy taxes within that area. Within thirty (30) days of the end of the fiscal year, the Treasurer will determine whether the Increment allocated to RDA#1 as prescribed by NRS 279.676(1) were sufficient to meet the Minimum Allocation. If the Increment allocated to RDA#1 met or exceeded the

Minimum Allocation, no further action is required. If the Increment allocated to RDA#1 were not enough to meet or exceed the Minimum Allocation, the Treasurer shall:

- a) Determine the Increment distributed to RDA#1 during the fiscal year just ended;
- b) Subtract the Increment from the Minimum Allocation for the fiscal year just ended to determine the gap between the Increment and the Minimum Allocation (“Gap”);
- c) Allocate the Gap to the taxing agencies based on the proportion that the agency’s net redevelopment tax rate for the fiscal year just ended bears to the combined overlapping net redevelopment tax rate for the same year in RDA#1;
- d) Unless the Agency and a Taxing Agency have agreed otherwise, deduct each Taxing Agencies’ share of the Gap from their final property tax distribution for the fiscal year just ended, and report that amount to the taxing agencies;
- e) Add the amount deducted from the agencies to the final tax distribution to RDA#1 for the fiscal year just ended, and report that amount to the Agency.
- f) The Treasurer shall make the final tax distribution to the Agency with each taxing agencies share of the Gap no later than July 30th of each year through July 30, 2018. In the event the Gap exceeds a Taxing Agencies final tax distribution, that Taxing Agency shall pay its remaining portion of the Gap to the Agency by August 15th of each year through August 15, 2018.

D. PAST AND FUTURE PAYMENTS OF TAX REVENUE DERIVED FROM PROPERTY CONTAINED ON UNSECURED ROLL

The Settling Parties acknowledge that the Agency has received Increment from taxes derived from property on the secured roll, the unsecured roll and centrally-assessed property. The Settling Parties further acknowledge that Washoe County has questioned the propriety of this historical practice with respect to property on the unsecured roll and the Agency has questioned whether the Exempt Property Variance should also include the unsecured roll and centrally-assessed property. The Settling Parties further acknowledge that they will seek the opinion of the Nevada Department of Taxation with respect to whether the unsecured roll should be included within the taxable property upon which tax allocations to redevelopment agencies under NRS Chapter 279 are based, and whether the Exempt Property Variance should also include the unsecured roll and centrally-assessed property. The Settling Parties agree that the Nevada Department of Taxation’s opinion will be binding upon the Settling Parties.

E. PAYMENT TOTALS AND SCHEDULES

The Taxing Agencies allocation of the Exempt Property Variance and the Past Gap Total is set forth below and referred to herein as the “Settlement Payment.” Unless otherwise agreed to between the Agency and the Taxing Agency, Washoe County shall pay its portion of the Settlement Payment as set forth in Exhibit “A” attached hereto; WCSSD shall pay its portion of the Settlement Payment as set forth in Exhibit “B” attached hereto; The State of Nevada shall

pay its portion of the Settlement Payment as set forth in Exhibit “C” attached hereto; and, The City of Reno shall pay its portion of the Settlement Payment as set forth in Exhibit “D” attached hereto.

	EXEMPT PROPERTY VARIANCE	PAST GAP TOTAL	SETTLEMENT PAYMENT
RENO	1,135,047	399,263	1,534,310
STATE OF NEVADA	203,415	71,028	274,443
WASHOE COUNTY	1,673,278	591,975	2,265,253
WCSD	1,160,331	349,886	1,510,217
TOTAL	\$ 4,172,071	\$1,412,153	\$5,584,224

F. MISCELLANEOUS TERMS

1. **Release.** Except as otherwise expressly provided in this Agreement, in exchange for the terms of this Agreement, the Taxing Agencies hereby release and discharge the Agency from any and all known or unknown claims, demands or causes of action, arising out of or related to the amount, or use, of levied taxes paid to the Agency prior to this Agreement.

2. **Reservation of Rights.** The Settling Parties reserve all rights, arguments and defenses for all issues which are not expressly agreed to in this Agreement.

3. **Agreement to File Joint Petition for Judicial Confirmation.** The Settling Parties hereby agree to jointly file a Petition for Judicial Confirmation pursuant to Chapter 43 of the Nevada Revised Statutes (“Petition”) with the terms of the Petition being consistent with the terms of this Agreement. The Settling Parties further agree to share the costs of the Petition action, to cooperate in good faith in the Petition action, and take all reasonable steps necessary for the court to grant an order confirming the terms of the Petition.

G. GENERAL SETTLEMENT CLAUSES

1. **Voluntary Execution.** The Settling Parties execute this Agreement voluntarily, with full knowledge of its legal significance, and with the express intention of affecting the legal consequences provided for herein.

2. **Entire Agreement.** This Agreement incorporates all the negotiations of the Settling Parties and is the final expression and agreement of the Settling Parties as of the effective date and shall supersede any and all prior agreements, commitments, and oral or written representations by and between the Settling Parties.

3. **Amendments or Modification.** This Agreement may not be amended, waived or modified in any manner without the written consent of each of the Settling Parties to which the amendment, waiver or modification affects.

4. **Partial Invalidity.** In case any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining will not in any way be affected or impaired thereby.

5. **Severability of Agreement.** The invalidity or unenforceability of any provision of this Agreement, or any part of any such provision, as determined by a court of competent jurisdiction, shall in no way affect the validity or enforceability of any other provision of this Agreement or the remainder of such provision.

6. **Authorization to Sign.** Each Settling Party executing this Agreement represents and warrants that he, she or it is duly authorized to execute this Agreement and that it is binding in accordance with its terms.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Facsimile, electronic signatures, or signatures on a PDF via e-mail, shall be effective as originals. This Agreement shall be effective by and amongst the Parties executing the Agreement even if all Parties do not execute the Agreement, provided that this Agreement must be executed by at least the Agency, Reno, WCSD and Washoe County to be effective.

8. **Costs and Attorney's Fees.** The Settling Parties shall bear their own costs and attorney's fees related to the matters set forth herein which were incurred prior to the full execution of this Agreement. In the event that any Settling Party is required to enforce the terms of this Agreement as a result of another Settling Party's breach of any obligation of this Agreement, the party enforcing the terms of this Agreement shall be entitled to its attorney's fees and costs against the Settling Party who is in breach of any obligation of this Agreement.

9. **Paragraph and Section Headings.** Paragraph and section headings within this settlement agreement are of no legal force and effect, but are provided solely for convenience.

10. **Drafting of the Agreement.** The Settling Parties agree that all Settling Parties have participated in the drafting of this Agreement, and the Agreement and any potential ambiguity shall not be construed against any of the Settling Parties.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have each duly executed and delivered this Agreement, and agree to the terms hereof.

REDEVELOPMENT AGENCY OF THE CITY OF RENO

A public body, corporate and politic.

By _____ Date _____
Robert A. Cashell, Sr., Chairman

Attest:

By _____
Lynnette R. Jones, Secretary

APPROVED AS TO LEGAL FORM:

By _____
Agency Counsel

CITY OF RENO

a political subdivision of the State of Nevada.

By _____ Date _____
Robert A. Cashell, Sr., Mayor

Attest:

By _____
Lynnette R. Jones, City Clerk

APPROVED AS TO LEGAL FORM:

By _____
City Attorney's Office

WASHOE COUNTY,
a political subdivision of the State of Nevada.

By _____ Date _____
Chairman, Board of County Commissioners

Attest:

By _____

APPROVED AS TO LEGAL FORM:

By _____
District Attorney's Office

WASHOE COUNTY TREASURER

By _____ Date _____
Tammi Davis

WASHOE COUNTY ASSESSOR

By _____ Date _____
Joshua Wilson

WASHOE COUNTY SCHOOL DISTRICT
a political subdivision of the State of Nevada.

By _____ Date _____

APPROVED AS TO LEGAL FORM:

By _____
WCSD Legal Counsel

STATE OF NEVADA

By _____ Date _____

APPROVED AS TO LEGAL FORM:

By _____

**Exhibit A:
Washoe County Payment Schedule**

WASHOE COUNTY	Settlement Payment	Payment Due Date
	\$2,265,253	Payment in Full by September 1, 2012

**Exhibit B:
WCSD Payment Schedule**

Washoe County School District	Settlement Payment	Payment Due Date
	\$ 349,886	Payment by November 22, 2012
	\$ 580,165	Payment by May 25, 2013
	\$ 580,166	Payment by August 25, 2013
Total	\$ 1,510,217	

**Exhibit C:
State of Nevada Payment Schedule**

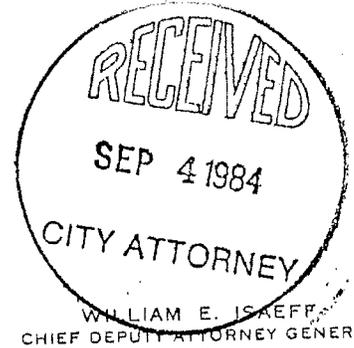
State of Nevada	Settlement Payment	Payment Due Date
	\$274,443	Payment in Full by November 22, 2012

**Exhibit D:
Reno Payment Schedule**

City of Reno	Settlement Payment	Payment Due Date
	\$ 399,263	Payment by November 22, 2012
	\$ 405,000	Payment by November 22, 2012
	\$ 145,000	Payment by May 25, 2014
	\$ 145,000	Payment by May 25, 2015
	\$ 145,000	Payment by May 25, 2016
	\$ 145,000	Payment by May 25, 2017
	\$ 150,047	Payment by May 25, 2018
Total	\$ 1,534,310	

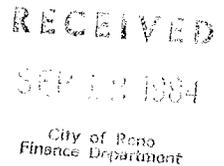


STATE OF NEVADA *File*
 OFFICE OF THE ATTORNEY GENERAL
 CAPITOL COMPLEX
 CARSON CITY 89710



BRIAN MCKAY
 ATTORNEY GENERAL

August 31, 1984



Robert L. Van Wagoner
 Reno City Attorney
 P. O. 1900
 Reno, NV 89505

Dear Mr. Van Wagoner:

You have requested the opinion of this office on the following questions.

QUESTION 1

Should personal property, public utility property and other property on the "unsecured roll" be included within the taxable property upon which tax allocations to NRS Ch. 279 redevelopment agencies are based?

ANALYSIS

The answer to your first question is found in NRS 279.676. That statute provides:

1. Any redevelopment plan may contain a provision that taxes, if any, levied upon taxable property in the redevelopment project each year by or for the benefit of the state, any city, county, district or other public corporation, after the effective date of the ordinance approving the redevelopment plan, must be divided as follows:

(a) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last

equalized before the effective date of the ordinance, must be allocated to and when collected must be paid into the funds of the respective taxing agencies as taxes by or for such taxing agencies on all other property are paid. To allocate taxes levied by or for any taxing agency or agencies which did not include the territory in a redevelopment project on the effective date of the ordinance but to which the territory has been annexed or otherwise included after the effective date, the assessment roll of the county last equalized on the effective date of the ordinance must be used in determining the assessed valuation of the taxable property in the project on the effective date.

(b) That portion of the levied taxes each year in excess of that amount must be allocated to and when collected must be paid into a special fund of the redevelopment agency to pay the principal of and interest on loans, money advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, incurred by the redevelopment agency to finance or refinance, in whole or in part, the redevelopment project. Unless the total assessed valuation of the taxable property in a redevelopment project exceeds the total assessed value of the taxable property in the project as shown by the last equalized assessment roll referred to in paragraph (a), all of the taxes levied and collected upon the taxable property in the redevelopment project must be paid into the funds of the respective taxing agencies. When such loans, advances and indebtedness, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the redevelopment project must be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

2. If a portion of the taxes is distributed to an agency, that agency is entitled to receive a portion of the supplemental city-county relief tax allocated to the municipality equal to the total amount of supplemental city-county relief tax distributed to the municipality, including the agency, less that amount which would have been distributed excluding the agency.

3. For the purposes of this section, the assessment roll last equalized before the effective date of the ordinance approving the redevelopment plan is the assessment roll in existence on March 15 immediately preceding the effective date of the ordinance.

In effect, NRS 279.676(1)(a) provides that taxes levied each year "upon the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized before the effective date of the ordinance. . ." must be paid to the taxing agencies.

NRS 279.676(1)(b) provides that any portion of taxes levied each year in excess of the amount in (1)(a), supra, must be paid to the redevelopment agency.

There being no contrary indication, the clear implication is that the total property value referred to in (1)(a), supra, is derived from the same class of property contemplated in (1)(b), supra. Therefore, the total value of property referred to in (1)(a), supra, "the total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll. . .," updated for the current assessment year, should be used in calculating tax allocations payable to the redevelopment agency. This broad language covers all property, including personal property and centrally assessed property, so long as it is "shown upon the assessment roll," whether on the secured or unsecured roll.

QUESTION 2

In calculating the amount of supplemental city-county relief tax (SCCRT) to be paid as tax allocations, should the entire overlapping tax rate for all taxing jurisdictions within the redevelopment project area be used?

ANALYSIS

The answer to your second question requires reference to two separate sections of the Nevada Revised Statutes.

NRS 279.676(2), quoted in our analysis of your first question, is the source of a redevelopment agency's right to a portion of the SCCRT and establishes a two-step formula for computing a redevelopment agency's share of SCCRT.

First, "the total amount of SCCRT distributed to the municipality, including the agency . . ." must be computed. NRS 279.676(2) (emphasis added). Second, from the amount computed in step one, "the amount which would have been distributed excluding the agency" is subtracted. NRS 279.676(2).

NRS 377.057(2) establishes the formula for distribution of SCCRT to municipalities and provides in pertinent part as follows:

The amount apportioned to each county must then be apportioned among the several local governments therein including the county and excluding the school district and any re-development agency, in proportion which each local government's basic ad valorem revenue bears to the total basic ad valorem revenue of all these local governments. . . .
(emphasis added.)

Thus, the legislature specifically excluded redevelopment agencies from the local governments which are to receive SCCRT apportionments under NRS 377.057(2), in recognition of the fact that redevelopment agencies receive their SCCRT apportionments under NRS 279.676(2).

NRS 377.057(3) (a) establishes the formula for computing a municipality's "basic ad valorem revenue." It provides in pertinent part as follows:

As used in this section the 'basic ad valorem revenue':

(a) of each local government is its assessed valuation for the year of distribution, multiplied by the rate levied on its behalf for the fiscal year ending June 30, 1981, for purposes other than paying the interest on and principal of its general obligations.

Thus, the rate levied on a municipality's behalf for the fiscal year ending June 30, 1981, for purposes other than debt service, is applied to the current assessed valuation of all property in the municipality, including all property attributable to a redevelopment agency, to determine the municipality's "basic ad valorem revenue."

SCCRT is then distributed to the municipality in the proportion which this "basic ad valorem revenue" bears to the total basic ad valorem revenue of all the local governments in the county, including the county, pursuant to NRS 377.057.

Robert L. Van Wageningen
Reno City Attorney
August 31, 1984
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Step two of the formula established in NRS 279.676(2) is then completed by subtracting the amount which would have been distributed to the municipality if property attributable to the redevelopment agency had been excluded, from the amount computed when the property attributable to the redevelopment agency was included.

In your letter requesting this opinion you suggest that since NRS 279.676(2) requires the "total amount" of SCCRT be used as the basis for calculating the allocation of SCCRT to the agency, that therefore, the total tax rate used to calculate SCCRT, i.e., the entire overlapping tax rate, must be used.

Your interpretation does not take into consideration the language which follows "total amount" in NRS 279.676(2) nor the provisions of NRS 377.057. The amount which must be computed is "the total amount of supplemental city-county relief tax distributed to the municipality, including the agency. . . ." NRS 279.676(2). As set forth above, the applicable rate is the rate "levied on [the municipality's] behalf for the fiscal year ending June 30, 1981." NRS 377.057(3). This is true because the initial apportionment of SCCRT under NRS 377.057(2) is made to the municipality. Nowhere is it provided that the entire overlapping tax rate must be used.

In your letter you also note that the rate used by the Department of Taxation for fiscal years 1981-82 and 1982-83 was different from the rate used in ensuing years. However, this is attributable to the significant changes in NRS 279.676(2) enacted by the 1983 legislature. Prior to those changes, NRS 279.676(2) provided as follows:

Taxes ad valorem distributable to the agency entitle the agency to a share of supplemental city-county relief tax allocated to the municipality in the same proportion as the supplemental city-county relief tax payable to the municipality as a whole bears to the total of the ad valorem taxes receivable by the municipality including those received for the agency.

CONCLUSION

The total sum of the assessed value of the taxable property in the redevelopment project as shown upon the assessment roll, including the value of personal property and centrally assessed property whether on the secured or unsecured roll, should be used in computing SCCRT allocations to NRS Ch. 279

Robert L. van Wagner
Reno City Attorney
August 31, 1984
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redevelopment agencies created pursuant to the community redevelopment law. In calculating this amount, the tax rate levied on the municipality's behalf for the fiscal year ending June 30, 1981, for purposes other than debt service, should be used, pursuant to NRS 377.057.

Sincerely,

BRIAN MCKAY
Attorney General

By *M. Dougherty*
Michael J. Dougherty
Deputy Attorney General

MD:lh



Tuesday, August 28, 2012
Regular Meeting of the Board of Trustees

1. Opening Items

1.01 Call to Order - 4:00 p.m. - Administration Building, Board Room 425 E. Ninth Street Reno, Nevada

1.02 Roll Call

1.03 ACTION TO ADOPT THE AGENDA - Items on the agenda may be taken out of order by the Board. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

1.04 Pledge of Allegiance

2. Recognition

2.01 Excellence in Education Award

2.02 Recognition of the 2011-2012 "We The People" State Champions from Incline High School

3. Public Comment

3.01 Public Comment - Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A yellow "Citizen's Request to Speak" card should be filled out and submitted to the Board President before speaking during the Public Comment section. The Board is precluded from discussing or acting on items raised by Public Comment, which are not already on the agenda. The Board of Trustees may impose reasonable restrictions on public comment. Pursuant to NRS 241.035, correspondence submitted by the general public shall be attached to the minutes of the meeting.

4. Reports

4.01 Board Reports

4.02 Superintendent's Report

5. Consent Agenda Items (for possible action)

5.01 APPROVAL OF CONSENT AGENDA ITEM 5.02

5.02 APPROVAL OF THE GRANT APPLICATION TO THE NEVADA DEPARTMENT OF EDUCATION for the GEAR UP program for \$275,000

6. Action Items (for possible action)

6.01 APPROVAL OF THE WCSD BILL DRAFT REQUEST FOR THE 2013 LEGISLATIVE SESSION (15 min. presentation)

6.02 CONSIDERATION AND APPROVAL OF THE SETTLEMENT AGREEMENT BETWEEN THE RENO REDEVELOPMENT AGENCY AND THE CITY OF RENO, WASHOE COUNTY, STATE OF NEVADA, AND WASHOE COUNTY SCHOOL DISTRICT

7. Public Comment

7.01 Public Comment - Comments from the public are invited at this time on topics not specifically addressed elsewhere in the agenda. A yellow "Citizen's Request to Speak" card should be filled out and submitted to the Board President before speaking during the Public Comment section. The Board is precluded from discussing or acting on items raised by Public Comment, which are not already on the agenda. The Board of Trustees may impose reasonable restrictions on public comment. Pursuant to NRS 241.035, correspondence submitted by the general public shall be attached to the minutes of the meeting.

8. Meeting Announcement

8.01 Next Meeting Announcement - September 11, 2012

9. Adjourn Meeting

9.01 Adjourn Meeting

Members of the public who are disabled and require special accommodations at the meeting are requested to notify Lisa McNeill, Board Executive Assistant, in writing, at 425 East 9th Street, Reno, Nevada, 89512, or by calling (775) 348-0399 prior to the meeting date. This agenda has been posted at the following locations:

- www.boarddocs.com/nv/washoe/board.nsf
- Washoe County School District Central Administration Building
- Washoe County Administration Building
- Washoe County Courthouse
- Reno City Hall
- Sparks City Hall
- Sparks Library

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: August 15, 2012

To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration

From: Katrina Nielsen, Budget Analyst
Budget Division

A handwritten signature in cursive script that reads "Katrina Nielsen".

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an information 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 STATE CONTROLLER

Nature of the Request

REVIEW OF CONTRACT WITH A FORMER EMPLOYEE

Pursuant to Assembly Bill 240, Section 1, Subsection 3 of the 2011 Legislature, the Office of the Controller hereby seeks a favorable Board of Examiner's recommendation regarding the Controller's determination to use the emergency provision to use a temporary services contract from August 20, 2012 to December 14, 2012 to employ a former ARRA Report & Account Officer, for four days per week during the contract period, for the purpose of providing assistance to existing staff in completing the State's Comprehensive Annual Financial Report (CAFR). The CAFR is an essential component of the state's financial reporting and failure to complete the report in an accurate and timely manner could result in a negative impact to the State's bond rating.

In the past two years, there has been a twenty-three percent turnover in experienced CAFR staff. In addition, another key CAFR employee may require catastrophic leave during the CAFR preparation period. This former employee previously worked for the state for 28 years, most recently in the Controller's Office, and at the highest level of financial responsibility.

NRS 284.1729

3. "... If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall 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.”

<p>REVIEWED: _____</p> <p>ACTION ITEM: _____</p>
--



**OFFICE OF THE
STATE CONTROLLER**

MEMORANDUM

RECEIVED

AUG 15 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

TO: Board of Examiners
FROM: Susan Hart, Chief Deputy Controller
DATE: 15 August 2012
SUBJECT: Review of Contract with a Former Employee

NRS 284.1729 requires this Board's review of emergency contracts which are made with former state employees who have been separated from service for less than two years. This contract is exempt from pre-approval because the term is for less than four months.

The Controller's Office has contracted through Manpower for the services of Mary Keating, who retired from state employment on 6/30/2011. Ms. Keating will assist the Controller's Office in the preparation of the State's Comprehensive Annual Financial Report (CAFR) for fiscal year 2012. The CAFR is an essential component of the State's financial reporting. Failure to complete an accurate and timely CAFR could result in changes to the State's bond rating, potentially costing the State millions of dollars.

In the past two years, there has been a 23% turnover in experienced CAFR staff. In addition, there is potential for a catastrophic leave event for a key staff member during CAFR preparation time this year.

It is imperative that someone who is highly conversant with the State's financial workings be available to supplement staff's efforts this year in completing the CAFR, which is due December 31st of each year. Prior to retirement, Ms. Keating completed 28 years with the State and worked at the highest level of financial responsibility, most recently in the Controller's Office. She is uniquely and ideally suited to perform this task with minimal training and supervision.

The contract term began August 20, 2012, and extends through December 14th, 2012. The rate of pay is commensurate with staff of the same class. No additional authority is requested for this contract at this time.

State Capitol
101 N. Carson Street, Suite 5
Carson City, Nevada 89701-4786
(775) 684-5750
Fax (775) 684-5696

www.controller.nv.gov

Grant Sawyer State Office Building
555 E. Washington Avenue, Suite 4300
Las Vegas, Nevada 89101-1071
(702) 486-3895
Fax (702) 486-3896



MEMORANDUM
Board of Examiners
8/15/12

Page 2

The Controller respectfully requests that the Board of Examiners will, upon review, agree that this contract for assistance in the preparation and timely filing of Nevada's Comprehensive Annual Financial Report is essential to the good of the State.

Attachments: NRS 284.1729
State Contract with Manpower, Inc.
Form for authorization to contract with a former employee

Authorization to Contract with a Former Employee

Former Employee Name: Mary Keating
Former Employee ID number: 9272
Former Job Title: ARRA Reporting and Accountability Officer
Former Employing Agency: Controller's Office
Former Class and Grade: 07221/44-10
Employment Dates: 7/01/2009 – 6/30/2011
Contracting Agency: Office of the Controller

Please check which of the following applies:

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

a. Summarize scope of contract work.	Assist with preparation of the Comprehensive Annual Financial Report for SFY2012
b. Document former job description.	To ensure accurate and accountable reporting for Federal ARRA moneys received by the State.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	The former employee is being hired because of extensive knowledge of government accounting and specifically of the financial reporting needs of Nevada. While there is no specific clause for the transfer of knowledge, that is the assumed purpose of the agreement. The time frame of the contract is 8/20/12 to 12/14/12 (4 days per week).
d. Explain why existing State employees within your agency cannot perform this function.	The Financial Reporting group has experienced a 23% turnover in the last 1½ years. There is also potential for a catastrophic leave event during preparation of this year's CAFR. The Controller must move to ensure a timely and accurate CAFR as mandated by statute.
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	The CAFR Accountant 2 is not related to the contract employee.

affect independence and why this would not violate NAC 284.750.	
f. List contractor's hourly rate.	\$39.68 + \$7.94 hourly admin fee Total = \$47.62
g. List the range of comparable State employee rates.	\$39.68, equivalent to a grade 40, Step 10. At the employee/employer rate.
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?	N/A
i. Document justification for hiring contractor.	It is imperative that someone who is highly conversant with the State's financial workings be available to supplement staff's efforts this year in completing the CAFR, which is due December 31 st of each year. Prior to retirement, Ms. Keating completed 28 years with the State and worked at the highest level of financial responsibility, most recently in the Controller's Office. She is uniquely and ideally suited to perform this task with minimal training and supervision.

Comments:

Sen R. Hart

8/15/2012

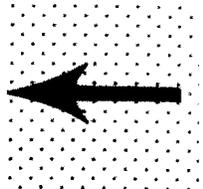
Contracting Agency Head's Signature and Date

Katrina Gibson

8/16/12

Budget Analyst

Clerk of the Board of Examiners



PAY POLICY 01
CLASSIFIED ON EMPLOYEE/EMPLOYER PAY CONTRIBUTION PLAN (EES/ERs)
COMPENSATION SCHEDULE

EFFECTIVE DATE: **JULY 2011

HOURLY RATE	GRADE AND STEP	APPROXIMATE SALARY			
		BI-WEEKLY	MONTHLY	SEMI-MONTHLY	ANNUAL
8.21	10-01				
8.48	10-02 11-01	656.80	1,428.54	714.27	17,142.48
8.78	10-03 11-02 12-01	678.40	1,475.52	737.76	17,706.24
9.09	10-04 11-03 12-02 13-01	702.40	1,527.72	763.86	18,332.64
9.38	10-05 11-04 12-03 13-02 14-01	727.20	1,581.66	790.83	18,979.92
		750.40	1,632.12	816.06	19,585.44
9.72	10-06 11-05 12-04 13-03 14-02 15-01				
10.05	10-07 11-06 12-05 13-04 14-03 15-02 16-01	777.60	1,691.28	845.64	20,295.36
10.43	10-08 11-07 12-06 13-05 14-04 15-03 16-02 17-01	804.00	1,748.70	874.35	20,984.40
10.82	10-09 11-08 12-07 13-06 14-05 15-04 16-03 17-02 18-01	834.40	1,814.82	907.41	21,777.84
11.21	10-10 11-09 12-08 13-07 14-06 15-05 16-04 17-03 18-02 19-01	865.60	1,882.68	941.34	22,592.16
		896.80	1,950.54	975.27	23,406.48
11.62	20-01 11-10 12-09 13-08 14-07 15-06 16-05 17-04 18-03 19-02	929.60	2,021.88	1,010.94	24,262.56
12.10	20-02 21-01 12-10 13-09 14-08 15-07 16-06 17-05 18-04 19-03	968.00	2,105.40	1,052.70	25,264.80
12.53	20-03 21-02 22-01 13-10 14-09 15-08 16-07 17-06 18-05 19-04	1,002.40	2,180.22	1,090.11	26,162.64
13.03	20-04 21-03 22-02 23-01 14-10 15-09 16-08 17-07 18-06 19-05	1,042.40	2,267.22	1,133.61	27,206.64
13.57	20-05 21-04 22-03 23-02 24-01 15-10 16-09 17-08 18-07 19-06	1,085.60	2,361.18	1,180.59	28,334.16
14.10	20-06 21-05 22-04 23-03 24-02 25-01 16-10 17-09 18-08 19-07	1,128.00	2,453.40	1,226.70	29,440.80
14.66	20-07 21-06 22-05 23-04 24-03 25-02 26-01 17-10 18-09 19-08	1,172.80	2,550.84	1,275.42	30,610.08
15.26	20-08 21-07 22-06 23-05 24-04 25-03 26-02 27-01 18-10 19-09	1,220.80	2,655.24	1,327.62	31,862.88
15.90	20-09 21-08 22-07 23-06 24-05 25-04 26-03 27-02 28-01 19-10	1,272.00	2,766.60	1,383.30	33,199.20
16.57	20-10 21-09 22-08 23-07 24-06 25-05 26-04 27-03 28-02 29-01	1,325.60	2,883.18	1,441.59	34,598.16
17.24	30-01 21-10 22-09 23-08 24-07 25-06 26-05 27-04 28-03 29-02	1,379.20	2,999.76	1,499.88	35,997.12
17.99	30-02 31-01 22-10 23-09 24-08 25-07 26-06 27-05 28-04 29-03	1,439.20	3,130.26	1,565.13	37,563.12
18.73	30-03 31-02 32-01 23-10 24-09 25-08 26-07 27-06 28-05 29-04	1,498.40	3,259.02	1,629.51	39,108.24
19.57	30-04 31-03 32-02 33-01 24-10 25-09 26-08 27-07 28-06 29-05	1,565.60	3,405.18	1,702.59	40,862.16
20.38	30-05 31-04 32-03 33-02 34-01 25-10 26-09 27-08 28-07 29-06	1,630.40	3,546.12	1,773.06	42,553.44
21.27	30-06 31-05 32-04 33-03 34-02 35-01 26-10 27-09 28-08 29-07	1,701.60	3,700.98	1,850.49	44,411.76
22.23	30-07 31-06 32-05 33-04 34-03 35-02 36-01 27-10 28-09 29-08	1,778.40	3,868.02	1,934.01	46,416.24
23.21	30-08 31-07 32-06 33-05 34-04 35-03 36-02 37-01 28-10 29-09	1,856.80	4,038.54	2,019.27	48,462.48
24.22	30-09 31-08 32-07 33-06 34-05 35-04 36-03 37-02 38-01 29-10	1,937.60	4,214.28	2,107.14	50,571.36
25.31	30-10 31-09 32-08 33-07 34-06 35-05 36-04 37-03 38-02 39-01	2,024.80	4,403.94	2,201.97	52,847.28
26.44	40-01 31-10 32-09 33-08 34-07 35-06 36-05 37-04 38-03 39-02	2,115.20	4,600.56	2,300.28	55,206.72
27.64	40-02 41-01 32-10 33-09 34-08 35-07 36-06 37-05 38-04 39-03	2,211.20	4,809.36	2,404.68	57,712.32
28.93	40-03 41-02 42-01 33-10 34-09 35-08 36-07 37-06 38-05 39-04	2,314.40	5,033.82	2,516.91	60,405.84
30.22	40-04 41-03 42-02 43-01 34-10 35-09 36-08 37-07 38-06 39-05	2,417.60	5,258.28	2,629.14	63,099.36
31.61	40-05 41-04 42-03 43-02 44-01 35-10 36-09 37-08 38-07 39-06	2,528.80	5,500.14	2,750.07	66,001.68
33.06	40-06 41-05 42-04 43-03 44-02 45-01 36-10 37-09 38-08 39-07	2,644.80	5,752.44	2,876.22	69,029.28
34.59	40-07 41-06 42-05 43-04 44-03 45-02 46-01 37-10 38-09 39-08	2,767.20	6,018.66	3,009.33	72,223.92
36.22	40-08 41-07 42-06 43-05 44-04 45-03 46-02 47-01 38-10 39-09	2,897.60	6,302.28	3,151.14	75,627.36
37.89	40-09 41-08 42-07 43-06 44-05 45-04 46-03 47-02 48-01 39-10	3,031.20	6,592.86	3,296.43	79,114.32
39.68	40-10 41-09 42-08 43-07 44-06 45-05 46-04 47-03 48-02 49-01	3,174.40	6,904.32	3,452.16	82,851.84
41.54	50-01 41-10 42-09 43-08 44-07 45-06 46-05 47-04 48-03 49-02	3,323.20	7,227.96	3,613.98	86,735.52
43.51	50-02 51-01 42-10 43-09 44-08 45-07 46-06 47-05 48-04 49-03	3,480.80	7,570.74	3,785.37	90,848.88
45.57	50-03 51-02 52-01 43-10 44-09 45-08 46-07 47-06 48-05 49-04	3,645.60	7,929.18	3,964.59	95,150.16
47.74	50-04 51-03 52-02 53-01 44-10 45-09 46-08 47-07 48-06 49-05	3,819.20	8,306.76	4,153.38	99,681.12
50.02	50-05 51-04 52-03 53-02 54-01 45-10 46-09 47-08 48-07 49-06	4,001.60	8,703.48	4,351.74	104,441.76
52.43	50-06 51-05 52-04 53-03 54-02 55-01 46-10 47-09 48-08 49-07	4,194.40	9,122.82	4,561.41	109,473.84
54.94	50-07 51-06 52-05 53-04 54-03 55-02	4,395.20	9,559.56	4,779.78	114,714.72
57.57	50-08 51-07 52-06 53-05 54-04 55-03	4,605.60	10,017.18	5,008.59	120,206.16
60.34	50-09 51-08 52-07 53-06 54-05 55-04	4,827.20	10,499.16	5,249.58	125,989.92
63.23	50-10 51-09 52-08 53-07 54-06 55-05	5,058.40	11,002.02	5,501.01	132,024.24
66.32	..... 51-10 52-09 53-08 54-07 55-06	5,305.60	11,539.68	5,769.84	138,476.16
69.53	..... 52-10 53-09 54-08 55-07	5,562.40	12,098.22	6,049.11	145,178.64
72.90	..... 53-10 54-09 55-08	5,832.00	12,684.60	6,342.30	152,215.20
76.42	..... 54-10 55-09	6,113.60	13,297.08	6,648.54	159,564.96
79.95	..... 55-10	6,396.00	13,911.30	6,955.65	166,935.60

THE CONTRIBUTION RATE FOR MEMBERS OF THE RETIREMENT SYSTEM WHO ELECT EMPLOYEE/EMPLOYER PAY CONTRIBUTION PLAN IS 12.25%. MEMBERS OF THE POLICE/FIRE FUND CONTRIBUTE 20.25%.

**EFFECTIVE FIRST MONTHLY RETIREMENT REPORTING PERIOD COMMENCING ON OR AFTER JULY 1, 2011.

NRS 284.1729 Limitations and requirements; approval by State Board of Examiners; emergencies; reports to Interim Finance Committee; applicability of state purchasing provisions; exceptions.

1. Except as otherwise provided in this section, 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:
 - (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 2 years have expired since the termination of the person's employment with the State; or
 - (c) The person is employed by the Department of Transportation for a transportation project that is entirely funded by federal money and the term of the contract is for more than 4 years,
 - unless, before the contract is executed by the agency, the 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 State Board of Examiners shall not approve a contract pursuant to paragraph (b) of subsection 1 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.
3. A department, division or other agency of this State may contract with a person pursuant to paragraph (a) or (b) of subsection 1 without obtaining the approval of the State Board of Examiners if the term of 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 contract. If a department, division or agency contracts with a person pursuant to this subsection, the department, division or agency shall 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 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 concerning all contracts to provide services 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 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 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 or institution;
 - (b) The purpose for which the board, commission or institution employs each consultant;
 - (c) The amount of money or other remuneration received by each consultant from the board, commission or institution; and
 - (d) The length of time each consultant has been employed by the board, commission 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:
 - (a) The Nevada System of Higher Education or a board or commission of this State.
 - (b) The employment of professional engineers by the Department of Transportation if those engineers are employed for a transportation project that is 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.
(Added to NRS by 2009, 2066; A 2011, 3101)

For Purchasing Use Only:

RFP/CONTRACT # 1702

AMENDMENT # 3 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Shannon Berry, Purchasing Officer
Phone: (775) 684-0171 Fax: (775) 684-0188
Email: sberry@admin.nv.gov

and

Manpower
1155 W 4th St Suite 223
Reno, NV 89503
Contact: Pat Harrigan, Business Development Specialist
Phone: (775) 328-6020 Fax: (775) 328-6030
Email: pat.harrigan@mpreno.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1702 and dated January 1, 2009, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. This amendment is to increase contract authority from \$6,000,000.00 to \$8,500,000.00 and increase the Administrative Service Markup Fee by 1.5% due to the increase of the State's Unemployment Taxes. This rate fee shall be effective upon and subject to Board of Examiners' approval (anticipated to be April 10, 2012).

Current Contract Language:

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per temporary employee hourly pay rate plus 31.5% Administrative Service Markup Fee for recruitments by contractor or 21.5% Administrative Service Markup Fee for direct referrals by using agency; with installments payable within 30 days upon receipt of invoice and using agency's approval, not to exceed \$6,000,000.00 for the contract term. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

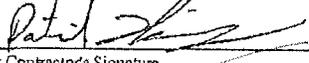
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per temporary employee hourly pay rate plus 33% Administrative Service Markup Fee for recruitments by contractor or 23% Administrative Service Markup Fee for direct referrals by using agency; with installments payable within 30 days upon receipt of invoice and using agency's approval, not to exceed \$8,500,000.00 for the contract term. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services

and/or goods as submitted to and accepted by the contractor. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

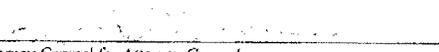
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

 3/7/12 Business Dev Specialist
Independent Contractor's Signature Date Independent Contractor's Title

 3/7/12 Administrator, Purchasing Division
Greg Smith Date Title


Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS
On 4-3-12
(Date)

Approved as to form by:

Deputy Attorney General for Attorney General

On _____
(Date)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Shannon Berry, Purchasing Officer
Phone: (775) 684-0171 Fax: (775) 684-0188
Email: sberry@purchasing.state.nv.us

and

Manpower
1745 Vassar St.
Reno, NV 89502
Contact: Pat Harrigan, Business Development Specialist
Phone: (775) 328-6020 Fax: (775) 328-6038
Email: pat.harrigan@mpreno.com

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 from January 1, 2009 subject to Board of Examiners' approval (anticipated to be December 9, 2008) to December 31, 2011, unless sooner terminated by either party as specified in paragraph ten (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until **30** calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:
 - ATTACHMENT AA: STATE SOLICITATION RFP #1702 and AMENDMENT #1;
 - ATTACHMENT BB: INSURANCE SCHEDULE; AND
 - ATTACHMENT CC: NEGOTIATED ITEMS
 - ATTACHMENT DD: CONTRACTOR'S RESPONSE

Approved 05/08/02
Revised 11/07

MSA#4

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 per temporary employee hourly pay rate plus 31.5% Administrative Service Markup Fee for recruitments by contractor or 21.5% Administrative Service Markup Fee for direct referrals by using agency; with installments payable within 30 days upon receipt of invoice and using agency's approval, not to exceed \$3,000,000.00 for the contract term. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. 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

Approved 05/08/02

Revised 11/07

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?	<u>PH</u>	<u> </u>
2.	Will the Contracting Agency be providing training to the independent contractor?	<u> </u>	<u>PH</u>
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	<u>PA</u>	<u> </u>
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	<u> </u>	<u>PH</u>
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)?	<u> </u>	<u>PH</u>
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	<u> </u>	<u>PH</u>
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	<u> </u>	<u>PH</u>

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

The Contractor shall not commence work before:

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

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

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

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

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

Approved 05/08/02

Revised 11/07

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. **Approved Insurer:** Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

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

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

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

2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

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

Approved 05/08/02

Revised 11/07

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.

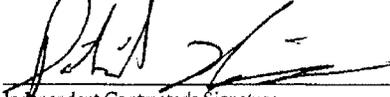
- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; 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 this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

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

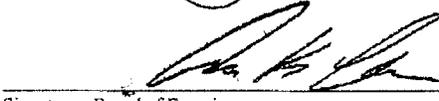
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 10/13/08
 Independent Contractor's Signature Date

Business Development Specialist
 Independent's Contractor's Title

 10-22-08
 Greg Smith Date

Administrator, Purchasing Division
 Title


 Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On 12-09-08
 (Date)


 Deputy Attorney General for Attorney General

On 20 Oct 08
 (Date)

Approved 05/08/02
Revised 11/07

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: August 14, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Eric H. King, Budget Analyst IV *E.H.K.*
Budget Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION, Division of Enterprise IT Services

Agenda Item Write-up:

New Vehicle Request: Pursuant to NRS 334.010 the Department of Administration, Division of Enterprise IT Services, requests approval to purchase two vehicles in FY2013.

Additional Information:

The department seeks approval to purchase two new vehicles that will be used to access and provide repair and preventative maintenance at mountain top communication sites. These vehicle purchases were Legislatively approved in the 2011-13 budget for purchase during FY 2013.

Statutory Authority:

BOE approval required pursuant to NRS 334.010.

REVIEWED: *AMS 8/14/12*
ACTION ITEM: _____

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET

(This form must accompany requisition)

Agency Enterprise IT Svcs RX No. _____

Contact Patrick Sheehan Phone No. 775-684-5854

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

Dealer has historically provided favorable service to the agency concerning cost of ownership issues

Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

Vehicle requested is best suited for the purpose to be used

Vehicles of this make have a good cost of ownership record within the agency

If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Vehicle is used for maintaining remote
mountain top microwave sites.

Other justification

This vehicle needs to be replaced for the safety
of the employee.

-----State Purchasing use only-----

Approved ___ Disapproved ___ by _____ date _____

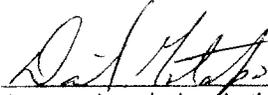
If disapproved awarded dealer _____

Reason _____

Decision Unit	GL	Equipment Description	Budgeted Authority	Work Programs in Progress	Internal Reallocated Authority	Total Budgeted Amount	Monthly/Annual Encumbered Expenditures	PO/RX Amount	Expended to date	Available Balance	RX Number	Notes
E712 Replacement Equipment												
	8280	Dodge Ram 2500 Diesel Truck	30,575.00			30,575.00	30,575.00			0.00		
	8280	Ram 2500 Utility Shell	3,055.00			3,055.00	3,055.00			0.00		
		E712 Total	33,630									
E716 Replacement Equipment												
	8280	Dodge Ram 2500 Diesel Truck (2)	61,150.00			61,150.00	27,944.75	33,205.25		0.00		Carson Dodge
	8280	Ram 2500 Utility Shell (2)	6,110.00			6,110.00	3,247.00	2,863.00		0.00		TSA purchase request.
		E716 Total	67,260									
		Authority in DAWN	100,890.00	0.00	0.00	100,890.00	64,821.75	36,068.25	0.00	0.00		
		Difference	0.00		0.00	100,890.00		DAWN Obligated	0.00	0.00		
		Difference	0.00		0.00	0.00		Difference	0.00	0.00		* These should be ZERO

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

2012 AUG -7 PM 12:13

Agency Name: DOA, Enterprise I.T. Services		Budget Account #: 1388	
Contact Name: Patrick Sheehan		Telephone Number: 775-684-5854	
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: 33,202.25	
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.: Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel			
Mission of the requested vehicle(s): To replace unit EX51605 (2006 Dodge 2500 with 120,545 miles) for the safety of the employee.			
Were funds legislatively approved for the request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please provide the decision unit number: #716, Cat 05 / GL 8280 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. N/A This is a 4WD service truck used to access mountain top communication sites			
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: Vehicle #1 Model Year: 2006 Dodge 2500 Odometer Reading: 120,545 Type of Vehicle: 4WD Truck		Yes	
Vehicle #2 Model Year: Odometer Reading: Type of Vehicle:		If the replacement vehicle is an upgrade to the existing vehicle, explain the need for the upgrade. N/A	
<i>Please attach an additional sheet if necessary</i>			
APPOINTING AUTHORITY APPROVAL:			
			
Agency Appointing Authority		Title	
		Date	
		8/6/12	
BOARD OF EXAMINERS' APPROVAL:			
<input type="checkbox"/> Approved for Purchase <input type="checkbox"/> Not Approved for Purchase			
Board of Examiners		Date	

RECEIVED

Revised 7/13/10

AUG 08 2012

~ STATE AGENCIES ONLY ~
VEHICLE ORDER JUSTIFICATION SHEET

(This form must accompany requisition)

Agency Enterprise I.T. Serv. RX No. _____

Contact Patrick Sheehan Phone No. 775-684-5854

Pursuant to NRS 333.340 if an agency is not purchasing from the lowest responsible dealer, the Purchasing Division must notify the dealer with the lowest price for the vehicle type you have requested of the reasons for this purchase.

Please check all that apply below:

Dealer is located in close proximity to the area of vehicle deployment for service, parts and warranty support to the agency

Dealer has historically provided favorable service to the agency concerning cost of ownership issues

Vehicle is compatible with other agency vehicles providing for standardized operation and maintenance including parts management

Vehicle requested is best suited for the purpose to be used

Vehicles of this make have a good cost of ownership record within the agency

If this vehicle does not meet "Smart Way or Smart Way Elite" requirements, agency must provide detailed justification

Vehicle is used for maintaining remote mountaintop microwave sites.

Other justification

This vehicle needs to be replaced for the safety of the employee.

-----State Purchasing use only-----

Approved _____ Disapproved by _____ date _____

If disapproved awarded dealer _____

Reason _____

1388-592

Department of Administration Administrative Services Division Purchase Order Requisition

Requested by: Ken Ballow		Date: 7/31/2012
Requesting Agency Number and Name: 180 - Enterprise I.T. Services - Network Transport Services		
Vendor/Supplier:		Ship To: State of Nevada
Name: Carson Dodge Chrysler Jeep	Address: 12 Industrial Parkway	
Address:	Address:	
Address:	City, State, Zip: Moundhouse, NV 89706	
City, State, Zip: Carson City, NV 89701	Attention: Ken Ballow	
Vendor Contact Person: Joel Cryer		
Vendor Phone No.:		
Vendor E-Mail:		
Vendor Fax No.:		

QTY	DESCRIPTION	UNIT COST	AMOUNT
1	<i>2.12A</i> Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel	\$33,202.25	\$33,202.25
	Please see the attach worksheet	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Subtotal:			\$33,202.25
Shipping and Handling:			\$0.00
TOTAL:			\$33,202.25

Note: Materials purchased by the State of Nevada are exempt from sales tax (per Nevada Revised Statutes Section 372.325).							
Purchase is Pursuant to Good-Of-The-State Contract: <input type="checkbox"/> Yes <input type="checkbox"/> No				If yes, Good-Of-The-State Contract Number			
Vendor/Supplier Quote Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Approved Purchase in Agency Budget: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
Other Justification (specify): Vehicle is to replace unit 51605. This is a 2006 Dodge 2500 with 120,545 miles and needs to be replace for the safety of the employee.							
Budget Account	1388	E716	Category	5 GL.	8280	Org	8890 Function
Requestor Signature:	<i>Ken Ballow</i>					Date:	7/26/2012
Division Supervisor:	<i>Patrick Graham</i>					Date:	7/31/12
Division Deputy Chief:	<i>[Signature]</i>					Date:	7/31/12
NPAS Obligation Number (ASD use only):							
State Purchasing RXQ No (ASD use only):							Date:

Vehicle Order Information Form

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

Please print out this page and complete all fields.

Vehicle Item No., Make, Model & No.:	2.12A Dodge Ram 2500 Regular Cab 4X2-4X4 Diesel		
Dealer Name:	Carson Dodge Chrysler Jeep		
Delivery Location:	Carson City, NV		
Vehicle Colors:	Exterior: WT	Interior: Dark Slate Gray	<input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl
	Quantity	Unit Cost	Total Cost
BASE PRICE (Reno, Carson City or Las Vegas delivery)	1	\$ 30,550.00	\$ 30,550.00
SPECIFY OPTIONS: (description)			\$ 2,624.00
Engine Block Heater	1	\$ 75.00	
Four Wheel Drive	1	\$ 1,950.00	
Limited Slip Differential	1	\$ 276.00	
Skid Plate	1	\$ 85.00	
Trailer Tow Mirrors	1	\$ 153.00	
LT 245/75R17E ON OFF ROAD TIERS	1	\$ 85.00	
		\$	
		\$	
		\$	
DELIVERY COST: (If other than Reno\Carson or Las Vegas)		\$	\$ 33,174.00
Total purchase price with options			\$
DMV Title and DRS Fee's		\$28.25	\$ 28.25
GRAND TOTAL:			\$ 33,202.25

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: August 12, 2012
To: Jeff Mohlenkamp, Director
Department of Administration
From: Jim Rodriguez, Budget Analyst
Budget and Planning Division
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES – DIVISION
OF FORESTRY

Statutory Authority

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

Nature of the Request:

DIVISION OF FORESTRY – APPROVAL TO PROCEED WITH PURCHASE OF A
REPLACEMENT VEHICLE

Pursuant to NRS 334.010(1), the Division of Forestry is requesting permission to purchase two Type 3 Wild Land Fire Engines. Funding for these trucks was approved by the 2011 Legislature.

Recommendation:

Recommend approval.

REVIEWED: _____ ACTION ITEM: _____

STATE VEHICLE PURCHASE

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

AGENCY NAME	# OF VEHICLES	NOT TO EXCEED:
<i>DCNR, Division of Forestry</i>	2	\$519,096
<i>Total:</i>	2	\$519,096

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

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

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

3. All such automobiles, except:

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

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

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

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

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

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

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

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

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

Brian Sandoval
Governor



Jeff Mohlenkamp
State Budget Director

Stephanie Day
Deputy State Budget Director

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Budget Division

209 E. Musser Street, Room 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: Tuesday, August 14, 2012
To: Jeff Mohlenkamp, Clerk of the Board
Department of Administration
From: Cathy Gregg, Budget Analyst 4
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- VICTIMS OF CRIME

Agenda Item Write-up:

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 a proportional decrease in claim payments.

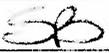
The fiscal year 2012 Victims of Crime Program report states all approved claims were resolved totaling \$24,255,504.52, with \$6,109,634.27 paid out of the Victims of Crime Program account and \$18,145,870.25 resolved through vendor fee adjustments and cost containment policies.

The program anticipates future reserves at \$4.6 million to help defray crime victims' medical costs.

Additional Information:

Statutory Authority:

NRS 217.260.

REVIEWED: 
ACTION ITEM: _____

Brian Sandoval
Governor



Jeff Mohlenkamp
Director

Bryan Nix, Esq.
VOCP Coordinator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Victims of Crime Program

Coordinator's Fiscal Year 2012 Report
(July 1, 2011 through June 30, 2012)

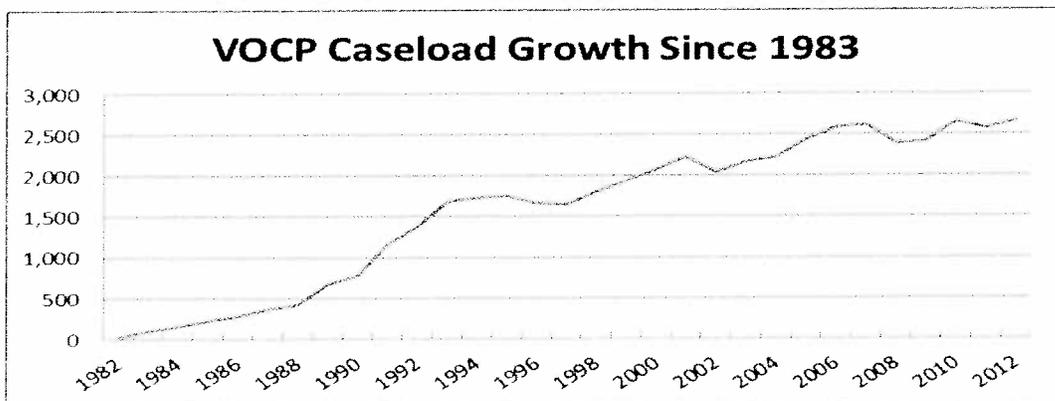
During FY 2012 the VOCP received **2,666** new applications, approving **1,964** victims for assistance with 49 applications still pending a decision as of July 17, 2012. This is 91 more applications received than in FY 2011.

During FY 2012 the VOCP closed 2,755 files after providing those victims all available benefits they qualified for, and paid all of their known crime related bills. *No victim was left with any crime related expenses when their claims were closed.*

During FY 2012 the VOCP satisfied **\$24,255,504.52** in approved victim hospital and medical bills, mental health counseling, lost wages, crime scene cleanup, relocation costs, and other crime related expenses.

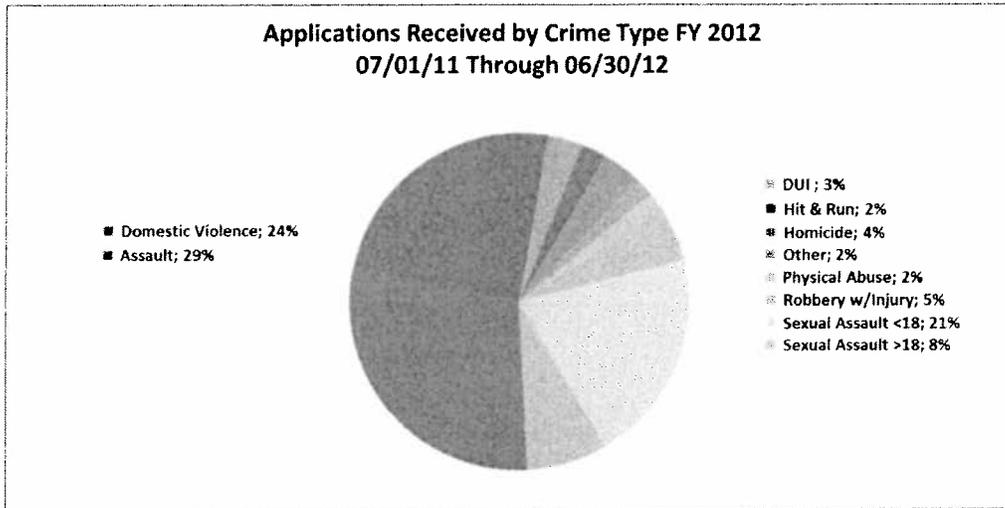
After VOCP bill review and cost containment policies were applied, these claims were satisfied with **\$6,109,634.27** of VOCP adjusted fee schedule payments. This means victims received the equivalent of **\$18,145,870.25** of assistance over the actual VOCP expenditures.

Caseload Growth Since 1983



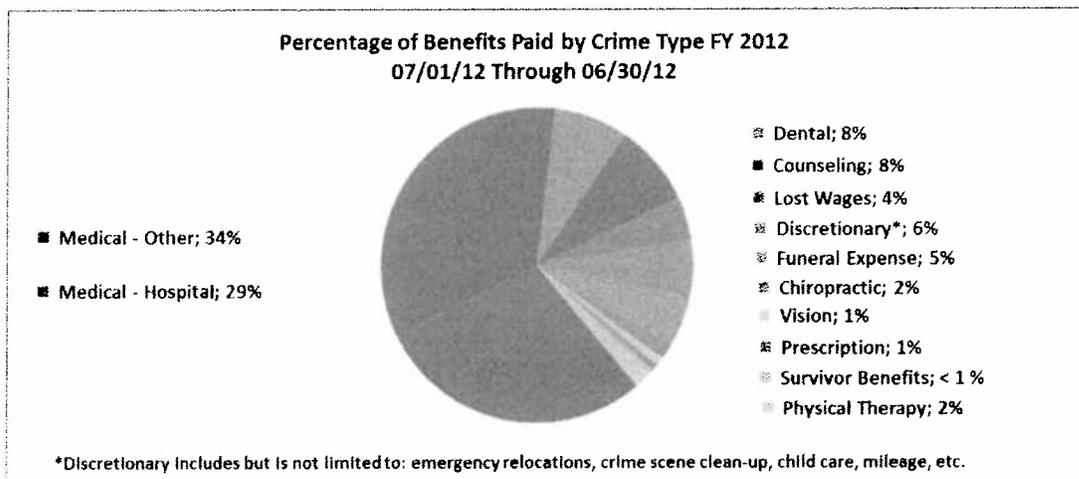
Summary of Applications Received

The VOCP received **2,666*** new applications during FY 2012. The following chart shows the number and percentage of applications received by crime type.



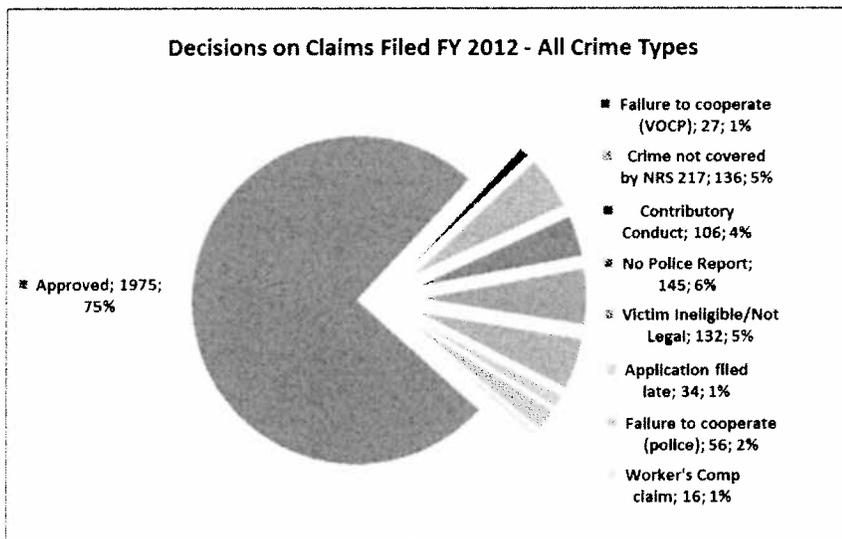
Summary of Benefits Paid

Hospital and medical bills constituted 63% of all victim payments in FY 2012. We satisfied more than \$21 million in hospital and medical billings with less than \$4 million in fee-scheduled payments. The following chart shows the percentage of benefits paid by benefit type during the FY.



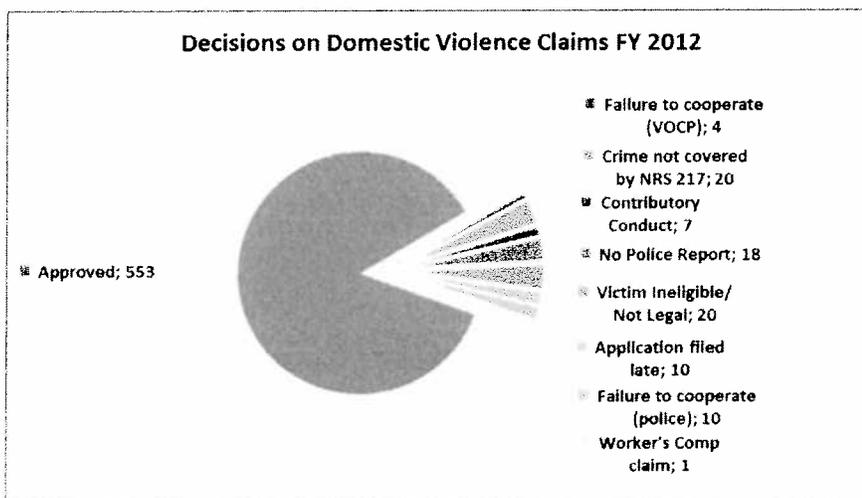
Applications Approved and Denied

The following chart shows the number of applications approved and denied for FY 2012 with the reason for denial shown by total numbers and percentages. In FY 2012 75% of applications were approved and only 25% were denied.

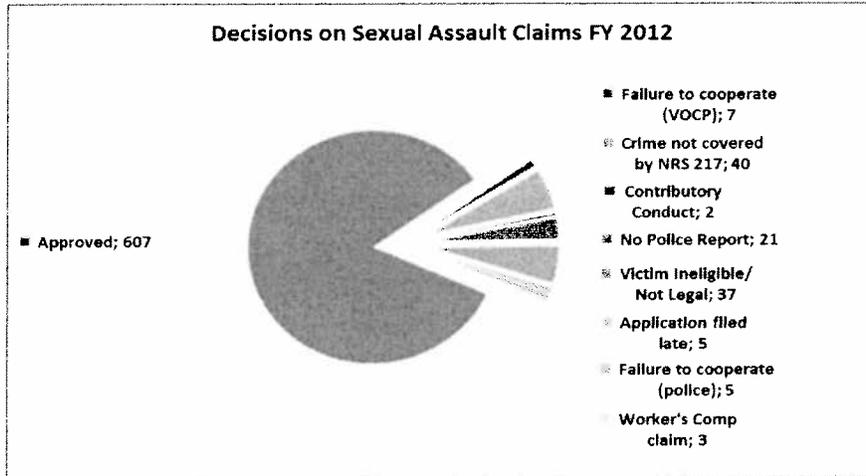


Domestic Violence and Sexual Assault Claims

The following charts show the acceptance rate and reasons for denial in FY 2012 where 90 claims were denied, while 553 claims were approved. Compare this to FY 2008 where 147 claims were denied and only 210 were approved.

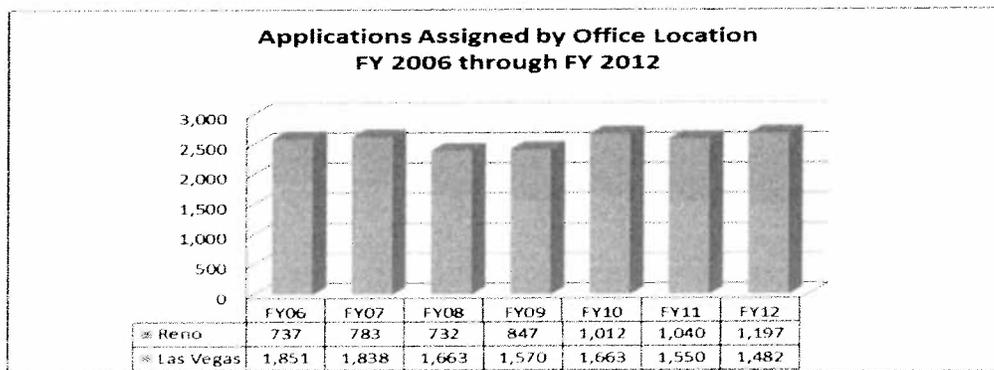


This next chart shows the acceptance rate and reasons for denial in sexual assault claims in FY 2012. In FY 2012, 120 claims were denied, while 607 claims were approved. Compare this to FY 2008 where 294 claims were denied and only 376 were approved.



Applications Assigned by Office Location

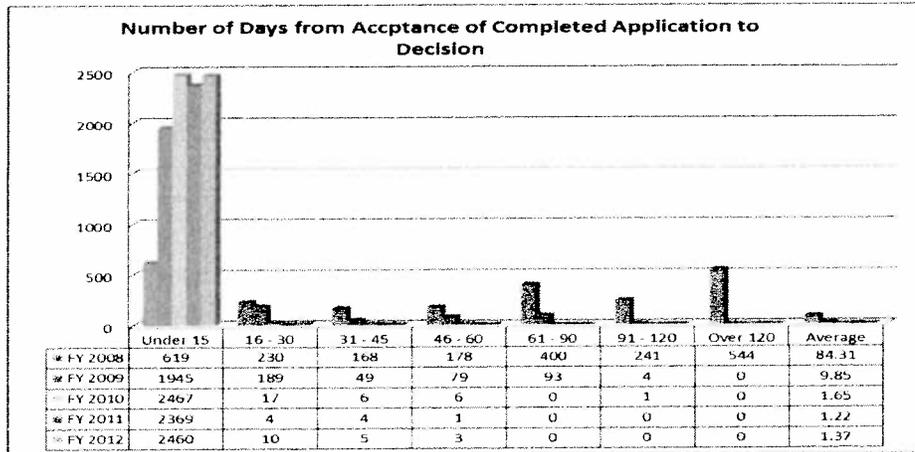
During FY 2012 the VOCP assigned **2,679*** claims to Compensation Officers. The Las Vegas office received **1,482** applications and the Reno office received **1,197** applications. The following chart shows the number of applications assigned by office since FY 2006.



*Note: variations in counts are caused when different criteria is used to produce reports. Applications Received is based on the application received date, and Applications Assigned is based on claim entry date. Claims are entered within one business day of receipt.

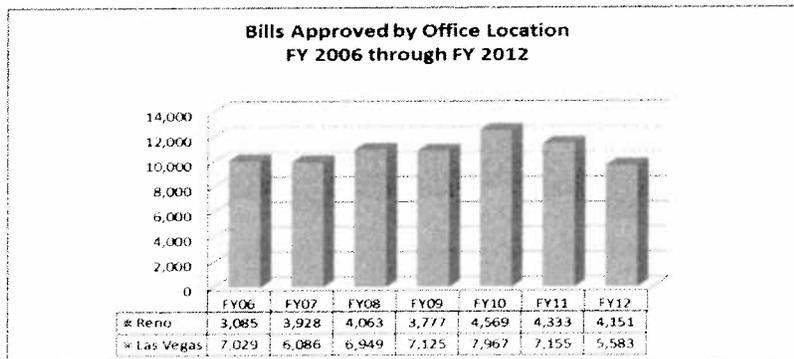
Application Processing

VOCP Claims Management System automation and streamlined procedures have resulted in a significant reduction in the amount of time it takes the program to approve an application. In FY 2012 it took 12.37 days to approve an application when the application is submitted *without* a police report. *When an application is submitted with a police report the average time to approval is 33 hours.* As the following chart shows, claim decisions are made within 1.37 days of receipt of a completed application and police report.



Bills Processed by Office Location

One of the most important activities of the VOCP is processing and paying the victim's medical bills, counseling bills, lost wages, and other benefits. All outstanding medical bills, counseling bills, and other crime expenses incurred after claim acceptance are paid *weekly*. All emergency room and other "pre-acceptance" claims are paid by the end of each FY quarter. As the VOCP improved its bill paying process, backlogs and inadequately documented claims were cleared up during 2010 and 2011. The following chart shows the actual number of bills processed, by office location, each year since FY 2006.



Impact of Cost Containment Policies

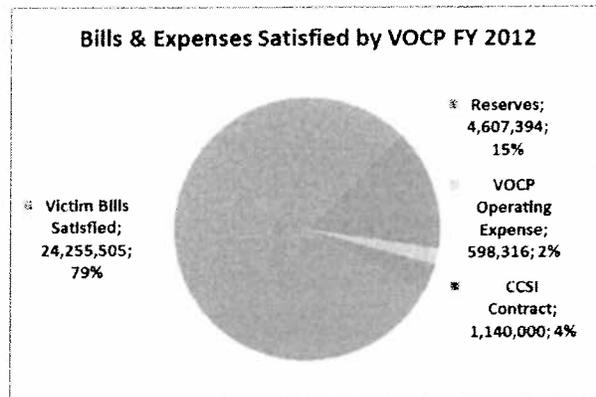
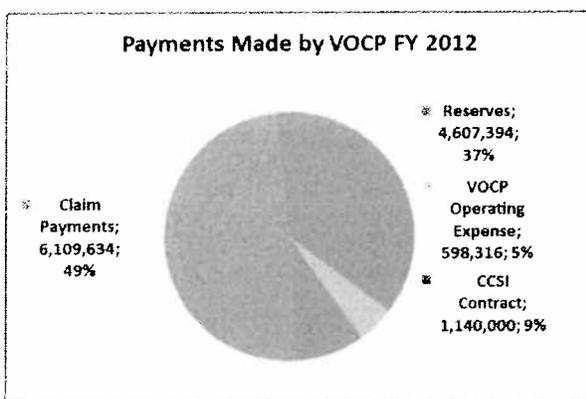
As the following chart shows the VOCP satisfied **\$24,255,504.52** in victim medical bills and claims for **\$6,109,634.27** of available funding in FY 2012. NRS 217.245 provides that a bill is deemed "paid in full" when the vendor accepts partial payment from the VOCP. This statute combined with cost containment policies adopted by the Board of Examiners, pursuant to NRS 217.130 and NRS 217.150, allowed the VOCP to effectively extend benefits by an additional **\$18,145,870.25** during this fiscal year.

Payment Amounts by Type for FY 2012				
Type of Expense	Number of Bills	Total Victim Bills Submitted	Amount Saved by Bill Review	Amount Paid to Providers
Medical - Hospital	1,160	18,127,765.18	16,369,997.25	1,757,767.93
Medical - Other	3,534	3,404,459.80	1,318,004.73	2,086,455.07
Dental	276	663,046.22	196,894.81	466,151.41
Counseling	2,786	674,807.38	153,330.22	521,477.16
Lost Wages	282	273,923.77	0.00	273,923.77
Discretionary*	416	353,775.17	203.99	353,571.18
Funeral Expense	114	318,261.69	6,452.39	311,809.30
Chiropractic	363	151,066.72	47,449.10	103,617.62
Vision	127	67,972.35	15,282.24	52,690.11
Prescription	462	44,977.89	706.22	44,271.67
Survivor Benefits	19	26,200.00	300.00	25,900.00
Physical Therapy	286	149,248.35	37,249.30	111,999.05
Total Payments	9,825	\$24,255,504.52	\$18,145,870.25	\$6,109,634.27

*Discretionary include: emergency relocations, crime scene clean up, childcare, mileage, etc.

Program Administrative Costs as Compared to VOCP Benefits Provided

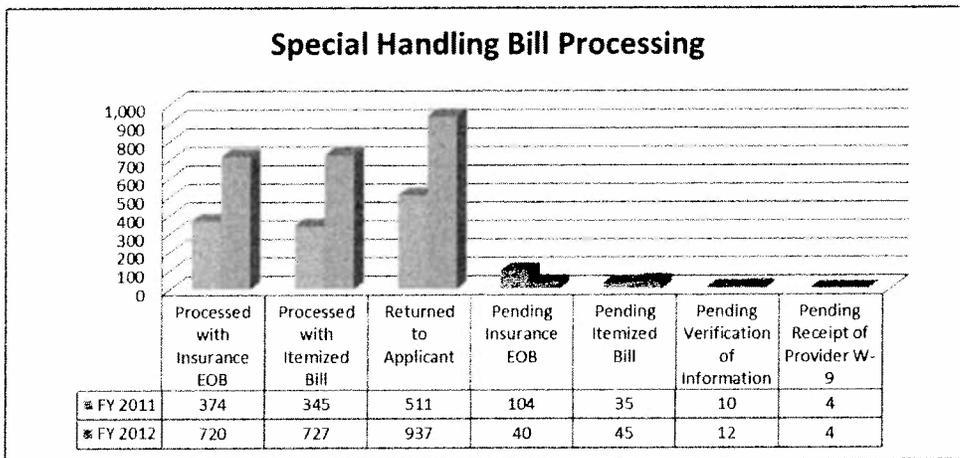
The next two charts show the percentage of costs of the VOCP and its contractor CCSI as compared to actual claim expenditures, and as compared to the total value of claims satisfied for the victims during FY 2012.



Claims Process

In FY 2011 the VOCP implemented several changes to our workflow. We eliminated paper backlogs created when bills and documents were held pending the receipt of additional documentation necessary to pay a claim, by designing a way to handle these issues through the automated claims management system.

These changes allow us to manage and track every piece of paper that is submitted to the program, and speed the handling of claims. The multiple efforts that are made to obtain necessary information are documented in the system, and if the program cannot obtain the information necessary to process payment within 60 days, the documents are returned to the victim with a letter detailing what they need to provide before payment can be considered. This process ensures that victims are aware of their unpaid obligations, and gives them the opportunity to resolve issues before they are subject to collection activity. The following chart shows the number of bills that required special handling, as well as the current count of bills pending the receipt of further information.



FY 2013 Operational Goals

The VOCP and its contractor, CCSI, are currently working on some substantial programming changes to our claims management system that will allow us to push more of the data entry activities to CCSI. VOCP staff will review the data entered for accuracy and determine the amount that will be paid on the bill. Outsourcing the basic data entry allows us to continue operating with minimal staff, and provides another layer of review for payment processing.

Pending revisions to our system will also provide us with the ability to set up two new portals: an Advocate portal that will allow victim advocates to check the status of their victim's claims, and a Victim portal that will allow victims online access to their claim information. We are also working on an online application form.

Conclusion

With the cooperation of innumerable medical providers, particularly the state's hospitals, the VOCP helped *every* approved victim pay *every* crime related expense before their claims were closed.

In FY 2012 this amounts to \$24,255,504.52 in claims resolved with \$6,109,634.27 of VOCP expenditures, a "savings" of \$18,145,870.25.

The increased level of claims paid in FY 2010 resulted in a 52.8% increase in the Federal Grant awarded to Nevada this year. This allowed us to increase our reserves to an amount sufficient to see us through the current economic downturn. Our reserves for future claims stand at \$4.6 million. We expect to use these reserves over the next five years as the amount of our Federal Grant decreases.

The policy changes adopted by the Board, combined with the utilization of cost containment practices provided by our contractor have allowed the program to successfully meet the challenges caused by significant state revenue reductions. The program is in excellent operational and financial shape, and expects to continue providing 100% of the benefits authorized under program policies to Nevada's victims of violent crime.

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

STATEWIDE LEASE INFORMATION

1. Agency: Department of Administration
Appeals Division
Contact: Bryan Nix (702) 486-2527

2. Name of Lessor: Sierra Medical Complex, LLP
Contact: Terry Yeager 775-882-3211

3. Address of Lessor 187 Sonoma Street
Carson City, Nevada 89703

4. Address of Lease property: 1050 East William Street, Suite #450
Carson City, Nevada 89701

a. Square Footage: 3,720 usable square feet
b. Cost:

RECEIVED

JUL 10 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$4,947.60	12	\$59,371.20	May 1, 2016 - April 30, 2017	\$ 1.330
\$4,947.60	3	\$14,842.80	May 1, 2017 - July 31, 2017	\$ 1.330

c. Total Lease Consideration: 15 \$74,214.00
d. Rental Adjustments No
e. Term: Fifteen (15) months
f. Option to renew: Yes
g. Utilities: Lessor
h. Janitorial: Lessor
i. Major repairs: Lessor
j. Minor repairs: Lessor
k. Taxes: Lessor
l. Comparable Market Rate: \$1.30 - \$1.50
m. Specific termination clause in lease: Breach/Default lack of funding
n. Lease will be paid for by Agency Budget Account Number: 1015

5. Purpose of the lease: To house the Appeals Division.

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

RECEIVED

JUN 28 2012

DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

a. Estimated moving expenses: \$0.00 Furnishings: \$0.00 Data/Phones: \$0.00

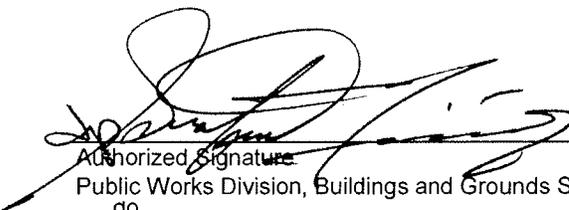
Remarks: Leasing Services renegotiated the lease extension from May 1, 2016 through July 31, 2017 at the current rental cost of the term of \$1.33 per square foot per month, with no increase. Extending fifteen (15) months to coincide ending dates with the Hearings and Appeals, Hearings Division and Attorney for Injured Workers Leases.

10020-#1

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV19871012250
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC [] INC [] CORP [] LLP [X]
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 7-9-12

 Public Works Division, Buildings and Grounds Section

 do



 Authorized Signature - Agency _____ Date 10/27/12

For Board of Examiners Yes X

No

lease # 1

For Budget Division Use Only	
Reviewed by: <u> lo </u>	<u> 8/1/12 </u>
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

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DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

1. Agency: Nevada State Board of Psychological Examiners
Contact: Morgan Alldredge, Executive Director
Phone: (775) 688-1268
Fax: (775) 688-1272

2. Name of Lessor: Kietzke Office Complex, LLC
Contact: Lorrie Desiderio
Phone: (775) 825-5311
Fax: (775) 825-5396

3. Address of Lessor: 4600 Kietzke Lane, Suite G-170
Reno, Nevada 89502

4. Address of Lease property: 4600 Kietzke Lane, Suite E-141
Reno, Nevada 89502

a. Square Footage: 578 usable square feet

cost per month	Credited Prepaid Security Deposit	Balance of Prepaid Security Deposit	# of months in time frame	TOTAL	time frame	Approximate cost per square foot
\$722.50	(\$780.30)	(\$57.80)	1	\$0.00	Credited security deposit July 1, 2012 - July 31, 2012	\$1.250
\$722.50	(\$57.80)	\$0.00			Credited balance of security deposit August 1, 2012 - August 31, 2012	\$1.250
\$664.70			1	\$664.70		\$1.250
\$722.50			10	\$0.00	September 1, 2012 - June 30, 2013	\$1.250
\$722.50			12	\$8,670.00	July 1, 2013 - June 30, 2014	\$1.250
\$722.50			12	\$8,670.00	July 1, 2014 - June 30, 2015	\$1.250
\$722.50			12	\$8,670.00	July 1, 2015 - June 30, 2016	\$1.250
c. Total Lease Consideration:			48	\$26,674.70		

d. Rental Adjustments: None
e. Term: Four Years
f. Option to renew: Yes
g. Utilities: Lessor
h. Janitorial: Lessor
i. Major repairs: Lessor
j. Minor repairs: Lessor
k. Taxes: Lessor
l. Comparable Market Rate: \$1.50 - \$1.70
m. Specific termination clause in lease: Breach/Default lack of funding
n. Lease will be paid for by Agency Budget Account Number: B025

5. Purpose of the lease: To house the Board of Psychological Examiners

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

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

Remarks: This retroactive lease was negotiated by Leasing Services. The lease was renewed at the existing rate of \$1.25 per square foot per month for the entire lease term of 48 months. The security deposit from the previous lease of \$780.30 is credited towards the first two months of this lease.

lease #2

STATEWIDE LEASE INFORMATION

7. State of Nevada Business License Information:

a.	Nevada Business ID Number:	NV 20071118750
b.	The Contractor is registered with the Nevada Secretary of State's Office as a?:	LLC <input checked="" type="checkbox"/> INC <input type="checkbox"/> CORP <input type="checkbox"/> LLP <input type="checkbox"/>
c.	Is the Contractor Exempt from obtaining a Business License:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	*If yes, please explain:	
d.	Is the Contractors Name the same as the Legal Entity Name?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
e.	Does the Contractor have a current Nevada State Business License (SBL)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	*If no, please explain:	
f.	Is the Legal Entity active and in good standing with the Nevada Secretary of States Office?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



 Authorized Signature
 Public Works Division, Buildings and Grounds Section
 do

 Date
 6/28/12



 Authorized Signature - Agency

 Date
 6/25/12

For Board of Examiners Yes
 No

Lease # 2

For Budget Division Use Only	
Reviewed by: <u> </u>	<u>8/7/12</u>
Reviewed by: <u> </u>	
Reviewed by: <u> </u>	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
 Division of Child and Family Services
 4126 Technology Way, 3rd Floor
 Carson City, Nevada 89706
 contact: Richard Jacobs
 phone: (775) 684-4413 fax: (775) 684-4455
 rjacobs@dcsf.nv.gov

2. Name of Lessor: Nye County
 contact: Lorina Dellinger
 phone: (775) 482-7319 fax: (775) 482-8198
 ldellinger@co.nye.nv.us

3. Address of Lessor: PO Box 153
 Tonopah, Nevada 89049

4. Address of Lease property: 2 Frankie Street
 Tonopah, Nevada 89049

a. Square Footage: 750 usable square feet

cost per month	# of months in time frame	cost per year	time frame	Approximate cost per square foot
\$555.00	12	\$6,660.00	September 1, 2012 - August 31, 2013	\$0.740
\$555.00	12	\$6,660.00	September 1, 2013 - August 31, 2014	\$0.740
\$555.00	12	\$6,660.00	September 1, 2014 - August 31, 2015	\$0.740
\$555.00	12	\$6,660.00	September 1, 2015 - August 31, 2016	\$0.740
	48	\$26,640.00		

c. Total Lease Consideration:

d. Rental Adjustments: None

e. Term: Four (4) 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: After every effort to obtain this information, the Market Rate is not available for this rural area.

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3229

5. Purpose of the lease: To house the Division of Child and Family Services

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

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 OFFICE OF THE DIRECTOR
 BUDGET AND PLANNING DIVISION

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

Remarks: Leasing Services negotiated this full services lease to remain at the current rate of \$0.740 for a four (4) year term.

Lease # 3

For Budget Division Use Only	
Reviewed by: <i>Brenda Berrey</i>	8-28-12
Reviewed by:	
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: Department of Health and Human Services
Mental Health Developmental Services
Rural Clinics and Regional
contact: Barbara Legier
phone: (775) 687-5162 x289 fax: (775) 687-1001
blegier@rrc.nv.gov

MENTAL HEALTH AND DEVELOPMENTAL SERVICES

2. Name of Lessor: Bay-O-Vista Realty Company
dba: Federighi & Company
contact: Tom Johnson, Managing Director
phone: (775) 825-3330 x105 fax: (775) 825-8048
johnsont@svn.com

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3. Address of Lessor: c/o Sperry Van Ness
547 South Arlington Avenue
Reno, Nevada 89509

**DEPARTMENT OF ADMINISTRATION
OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION**

4. Address of Lease property: 1665 Hot Springs Road, Suites 150 and 162
Carson City, Nevada 89701

a. Square Footage:
b. Cost:

21,214 rentable square feet				
cost per month	# of months in time frame	cost per year	time frame	cost per square foot
\$26,517.50	12	\$318,210.00	October 1, 2012 - September 30, 2013	\$1.250
\$26,517.50	12	\$318,210.00	October 1, 2013 - September 30, 2014	\$1.250
3% \$27,302.42	12	\$327,629.02	October 1, 2014 - September 30, 2015	\$1.287
\$27,302.42	12	\$327,629.02	October 1, 2015 - September 30, 2016	\$1.287
3% \$28,129.76	12	\$337,557.17	October 1, 2016 - September 30, 2017	\$1.326
\$28,129.76	12	\$337,557.17	October 1, 2017 - September 30, 2018	\$1.326
3% \$28,957.11	12	\$347,485.32	October 1, 2018 - September 30, 2019	\$1.365
	84	\$2,314,277.69		

c. Total Lease Consideration: None

d. Rental Adjustments: Seven (7) Years

e. Term: Yes

f. Option to renew: Lessor

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market 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: 3648, 316702

5. Purpose of the lease: To house the Department of Health and Human Services, Mental Health Developmental Services, Rural Clinics and Regional

6. This lease constitutes:

An extension of an existing lease

An addition to current facilities (requires a remark)

A relocation (requires a remark)

A new location (requires a remark)

Remodeling only

Other

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

Remarks: Leasing Services negotiated this full service lease, based on cost per square foot, to combine suites 150 and 162 into one lease and eliminated the pass throughs of repair and maintenance, taxes and insurance from the previous lease. This created a savings of; year 1 \$31,022.40, year 2 \$31,022.40, year 3 \$21,603.38, year 4 \$21,603.38, year 5 \$11,675.23, year 6 \$11,675.23, year 7 \$1,747.08. For a total savings of \$130,349.11. Previous square footage was 19,179 not including common area space, a \$0.02 per sqf per month was being charged for pass throughs on these areas. New square footage is 21,214 which includes common areas.

130044

lease #4

For Budget Division Use Only	
Reviewed by: <i>JBJ</i>	<i>8/16/12</i>
Reviewed by:	<i>8/16/12</i>
Reviewed by:	

STATEWIDE LEASE INFORMATION

1. Agency: State of Nevada, Department of Public Safety
Parole & Probation
contact: Jennifer Bauer; Phone: 775-684-4698; Fax: 775-684-4884; jbauer@dps.state.nv.us

2. Name of Lessor: James Terry Gust, as his separate property
contact: J. Terry Gust
Phone: 775-289-6272; Fax: 775- 289-3919; gustelectric@sbcglobal.net

3. Address of Lessor: 1123 Great Basin Blvd.
Ely, NV 89301-2077

4. Address of Lease property: 1539 Avenue F, Suite #2
Ely, NV 89301-1896

a. Square Footage: 803 usable square feet

b. Cost:

cost per month	# of months in time	Cost per Year	time frame	Approximate cost per square foot
\$1,035.87	9	\$9,322.83	October 1, 2012 - June 30, 3013	\$1.290

c. Total Lease Consideration: 9 \$9,322.83

d. Rental Adjustments: None

e. Term: 9 months

f. Option to renew: No

g. Utilities: Lessor

h. Janitorial: Lessor

i. Major repairs: Lessor

j. Minor repairs: Lessor

k. Taxes: Lessor

l. Comparable Market Rate: After every effort to obtain this information, the market rate is not available for this rural area.

m. Specific termination clause in lease: Breach/Default lack of funding

n. Lease will be paid for by Agency Budget Account Number: 3740

5. Purpose of the lease: To house the Department of Public Safety, Parole & Probation Division

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

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OFFICE OF THE DIRECTOR
BUDGET AND PLANNING DIVISION

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

Remarks: Leasing Services negotiated this lease renewal for nine (9) months at the same rental rate of the previous lease at \$1.29 per square foot per month. No Increase.

Exceptions/Special notes: Tenant requested 9 month extension and desires to relocate to a build-to-suit location in Ely.

Lease #5

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11079** Amendment Number: **2**

Agency Name: **SECRETARY OF STATE'S OFFICE** Legal Entity Name: **High Desert Microimaging, Inc.**

Agency Code: **040** Contractor Name: **High Desert Microimaging, Inc.**

Appropriation Unit: **1050-33** Address: **1225 Financial Blvd**

Is budget authority available?: **Yes** City/State/Zip: **Reno, NV 89501**

If "No" please explain: **Not Applicable** Contact/Phone: **Meg Miller 775-359-6980**

Vendor No.: **PUR0000032**

NV Business ID: **NV1995111096**

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

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2013**Contract term: **3 years**4. Type of contract: **Contract**Contract description: **Scanner lease/maint**

5. Purpose of contract:

This is the second amendment to the original contract, which decreases the contract by \$13,918.75 to a maximum amount of \$104,689.25; eliminates the lease of scanners; and decreases the number of scanners covered for maintenance due to the need for hardware adjustment to match authorized software licenses, based on a review of scanning hardware and software licensing.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$82,608.00
2.	Total amount of any previous contract amendments:	\$36,000.00
3.	Amount of current contract amendment:	-\$13,918.75
4.	New maximum contract amount:	\$104,689.25

II. JUSTIFICATION

7. What conditions require that this work be done?

The eSOS Corporate Filing System requires the use of scanners to receipt incoming corporate filing documents, work requests and payment instruments and uses the microfiche/microfilm machines to convert the paper documents within the agency disaster recovery plan.

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

State employees within our agency or other State agencies are not specifically trained on the interface with Canon scanners and the eSOS Corporate Filing System and do not possess the equipment knowledge to perform required maintenance.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 100435
Approval Date: 04/29/2010

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

This vendor guarantees service within 24 hours, they have a thorough knowledge of the business processes of the Office of Secretary of State, and they were awarded the contract for data conversion as our agency migrated into the eSOS Corporate Filing System that utilizes upfront scanning and imaging.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Contracted with the Office of the Secretary of State since 2007 with satisfactory services.

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

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

Not Applicable

14. The contractor is 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	pdover	08/08/2012 11:47:47 AM
Division Approval	pdover	08/08/2012 11:47:50 AM
Department Approval	pdover	08/08/2012 11:47:53 AM
Contract Manager Approval	pdover	08/08/2012 12:09:23 PM
DoIT Approval	lmuelle1	08/09/2012 11:09:04 AM
Budget Analyst Approval	sbarkdul	08/14/2012 16:00:36 PM
BOE Agenda Approval	nhovden	08/15/2012 16:27:35 PM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13748**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: Coons Construction
Agency Code: 082	Contractor Name: Coons Construction
Appropriation Unit: 1349 - All Categories	Address: 13 Alfonso Drive, Ste B
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775-721-8822
	Vendor No.:
	NV Business ID: NV20091032286
To what State Fiscal Year(s) will the contract be charged?	2013-2016

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 % building rent income fees

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

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

4. Type of contract: **Contract**

Contract description: **Snow Removal Service**

5. Purpose of contract:

This is a new contract to provide ongoing snow removal services for multiple State buildings and heavy equipment operations as needed in Carson City, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$170,000.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

To maintain the appearance of State owned buildings

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

Lack of manpower

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

demonstrated the required expertise for work on this project and scored highest on the evaluation.

d. Last bid date: 07/13/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/08/2012 16:37:43 PM
Division Approval	dgrimm	08/08/2012 16:37:46 PM
Department Approval	dgrimm	08/08/2012 16:37:49 PM
Contract Manager Approval	dgrimm	08/13/2012 11:07:40 AM
Budget Analyst Approval	jrodrig9	08/16/2012 07:31:17 AM
BOE Agenda Approval	cwatson	08/16/2012 14:42:16 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13736**

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

Legal Entity Name: **MCNEILS CLEANING SERVICE INC**
 Contractor Name: **MCNEILS CLEANING SERVICE INC**
 Address: **PO BOX 40916**
 City/State/Zip: **RENO, NV 89504**
 Contact/Phone: null775/359-4422
 Vendor No.: T81015272
 NV Business ID: NV20061269584

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to 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 % building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services for Stewart Building #6 located at 5500 Snyder Way, Carson City, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,792.00**

Other basis for payment: Cost for services will be provided at \$955.00 per month for four (4) years for a total cost of \$45,840.00; Annual hard floor cleaning is \$175.00 per cleaning; Annual window cleaning is \$1,003.00 per cleaning; Annual carpet cleaning is \$950.00 per cleaning; Annual blind cleaning is \$360.00 per; \$5,000.00 for extra services.

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings must be kept clean.

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

Lack of manpower.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Lowest Bidder.

d. Last bid date: 08/03/2012 Anticipated re-bid date: 07/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	csweeney	08/08/2012 08:29:41 AM
Division Approval	csweeney	08/08/2012 08:29:44 AM
Department Approval	csweeney	08/08/2012 08:29:48 AM
Contract Manager Approval	csweeney	08/08/2012 08:29:52 AM
Budget Analyst Approval	jrodrig9	08/12/2012 18:52:12 PM
BOE Agenda Approval	cwatson	08/16/2012 14:48:03 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: **13693**

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

Legal Entity Name: **OTIS ELEVATOR COMPANY DBA**
 Contractor Name: **OTIS ELEVATOR COMPANY DBA**
 Address: **NEVADA ELEVATOR**
4625 S POLARIS AVE STE 216
 City/State/Zip: **LAS VEGAS, NV 89103-5670**
 Contact/Phone: null702/871-5773
 Vendor No.: T60153142A
 NV Business ID: NV19441000038

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds building rent income fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**
 Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Elevator Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing inspection, repair, and maintenance of hydraulic and gear/gearless traction elevators in various state buildings located statewide.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$920,864.00**

Other basis for payment: \$8,768.00 per month and \$500,000.00 for extra services to be used upon written request and approval of a Buildings and Grounds designee; Regular hourly rate \$175.00; Overtime Rate \$350.00; Materials will be charged at cost plus 15%

II. JUSTIFICATION

7. What conditions require that this work be done?

Elevators must be maintained to comply with Federal Code.

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

Lack of expertise and equipment.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This contractor received the highest score with the Evaluation Committee.

d. Last bid date: 06/30/2012 Anticipated re-bid date: 04/30/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

2008-2012, Buildings and Grounds, Service Satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	08/02/2012 06:39:13 AM
Division Approval	wsalisp1	08/02/2012 06:39:15 AM
Department Approval	wsalisp1	08/02/2012 06:39:17 AM
Contract Manager Approval	csweeney	08/02/2012 07:48:36 AM
Budget Analyst Approval	kkolbe	08/02/2012 10:08:11 AM
BOE Agenda Approval	cwatson	08/16/2012 15:07:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13683**

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

Legal Entity Name: **RENO TAHOE FRANCHISING INC**
 Contractor Name: **RENO TAHOE FRANCHISING INC**
 Address: **DBA JANI KING OF RENO
164 HUBBARD WAY STE C**
 City/State/Zip: **RENO, NV 89502-3778**
 Contact/Phone: Vaughn Parks 775/323-1600
 Vendor No.: T29026876
 NV Business ID: NV20051738893

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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

General Funds	0.00 %	X	Fees	100.00 %	Buildings & Grounds, building rent income fee
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**
 Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Janitorial Services**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services to the Department of Motor Vehicles located at 555 Wright Way, Carson City, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$412,340.00**

Other basis for payment: Cost for services will be provided at \$6,100.00 per month for four (4) years for a total cost of \$292,800.00; Semi-Annual hard floor cleaning is \$8,291.00 per cleaning for a total cost of \$66,328.00; Annual window cleaning is \$2,278.00 per cleaning, for a total cost of \$9,112.00 for four (4) years; Annual carpet cleaning is \$8,205.00 per cleaning, for a total cost of 32,820.00 for four (4) years; Annual blind cleaning is \$320.00 per cleaning, for a total cost of \$1,280.00 for (4) years; an additional \$10,000.00 for extra services, to be used upon the written request and approval of a Building and Grounds designee, for a total contract cost of \$412,340.00.

II. JUSTIFICATION

7. What conditions require that this work be done?

State buildings must be kept clean for safety of the public and employees.

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

Lack of manpower.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This contractor obtained the highest score during the Evaluation Committee meeting for RFP#26976.

d. Last bid date: 06/21/2012 Anticipated re-bid date: 01/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	wsalisp1	08/02/2012 06:45:05 AM
Division Approval	wsalisp1	08/02/2012 06:45:07 AM
Department Approval	wsalisp1	08/02/2012 06:45:11 AM
Contract Manager Approval	csweeney	08/02/2012 07:50:49 AM
Budget Analyst Approval	kkolbe	08/02/2012 10:05:18 AM
BOE Agenda Approval	cwatson	08/16/2012 15:06:20 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13745**

Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: U.S. Leasecomm LLC
Agency Code: 082	Contractor Name: U.S. Leasecomm LLC
Appropriation Unit: 1349 - All Categories	Address: 8630 Cameron St.
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89139
If "No" please explain: Not Applicable	Contact/Phone: null702-254-0444
	Vendor No.:
	NV Business ID: NV19971362163

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 % building rent income fees

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **3 years and 303 days**4. Type of contract: **Contract**Contract description: **Landscaping Services**

5. Purpose of contract:

This is a new contract to provide ongoing landscaping services for multiple State buildings in Las Vegas, Nevada.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$209,904.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

to maintain the appearance of State owned buildings

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

lack of manpower

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

the evaluation committee chose this contractor based on the overall highest score

d. Last bid date: 07/12/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/08/2012 14:18:52 PM
Division Approval	dgrimm	08/08/2012 14:18:55 PM
Department Approval	dgrimm	08/08/2012 14:19:06 PM
Contract Manager Approval	dgrimm	08/13/2012 11:04:04 AM
Budget Analyst Approval	jrodrig9	08/16/2012 07:28:46 AM
BOE Agenda Approval	cwatson	08/16/2012 14:43:31 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13649**

Agency Name: **STATE PUBLIC WORKS DIVISION**
Agency Code: **082**
Appropriation Unit: **1510-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Research Facilities Design
Contractor Name: **Research Facilities Design**
Address: **3965 FIFTH AVE. SUITE 400**
City/State/Zip: **SAN DIEGO, CA 92103**
Contact/Phone: null(619) 297-01
Vendor No.:
NV Business ID: NV20051539998

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %	X Bonds	100.00 % proceeds from sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 40043

2. Contract start date:

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

Anticipated BOE meeting date 08/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

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

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is a new contract to provide professional architectural/engineering services for the Science Engineering & Technology Building Perchloric Hood Relocations; University of Las Vegas Main Campus; Project No. 07-C09(M); Contract No. 40043.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$36,500.00**

Other basis for payment: monthly progress payments on services provided

II. JUSTIFICATION

7. What conditions require that this work be done?

2007 CIP

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

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

9. Were quotes or proposals solicited? No

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

demonstrated the required expertise for work on this project

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/08/2012 13:50:22 PM
Division Approval	dgrimm	08/08/2012 13:50:26 PM
Department Approval	dgrimm	08/08/2012 13:50:29 PM
Contract Manager Approval	dgrimm	08/16/2012 15:46:22 PM
Budget Analyst Approval	jrodrig9	08/16/2012 16:00:22 PM
BOE Agenda Approval	cwatson	08/17/2012 09:11:42 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 10436	Amendment Number: 2
Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: SIXFIFTY CORP DBA LICATA
Agency Code: 082	Contractor Name: SIXFIFTY CORP DBA LICATA
Appropriation Unit: 1559-09	Address: HANSEN ASSOCIATES ARCHITECT 650 S ROCK BLVD STE 14
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89502-4116
If "No" please explain: Not Applicable	Contact/Phone: null775/856-4200
	Vendor No.: T81072404
	NV Business ID: NV19991371474

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 %	X Bonds	80.00 % sale of bonds
Highway Funds	0.00 %	X Other funding	20.00 % transfer from other budget account

Agency Reference #: 5118

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/09/2010**

Anticipated BOE meeting date 08/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **4 years and 141 days**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is the second amendment to the original contract, which provides professional architectural/engineering services associated with the Americans with Disabilities Act (ADA) upgrades required for the following state facilities located in Carson City, Nevada: the State Fire Marshall's Office, the Department of Education building, the State Mail Services facility, and the Nevada State Supreme Court building: SPWB CIP Project No. 09-S02(3); Contract No. 5118. This amendment increases the maximum amount from \$25,900 to \$26,900 for the purpose of revising plans and specifications to include four alternate facilities projects.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$16,000.00
2. Total amount of any previous contract amendments:	\$9,900.00
3. Amount of current contract amendment:	\$1,000.00
4. New maximum contract amount:	\$26,900.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2009 legislatively approved capital improvement project

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. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

Demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/08/2012 16:05:23 PM
Division Approval	dgrimm	08/08/2012 16:05:26 PM
Department Approval	dgrimm	08/08/2012 16:05:29 PM
Contract Manager Approval	dgrimm	08/08/2012 16:22:50 PM
Budget Analyst Approval	jrodrig9	08/12/2012 19:05:11 PM
BOE Agenda Approval	cwatson	08/16/2012 14:50:24 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: 12981	Amendment Number: 1
Agency Name: STATE PUBLIC WORKS DIVISION	Legal Entity Name: PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.
Agency Code: 082	Contractor Name: PURCELL KROB ELECTRICAL PROF PK ELECTRICAL, INC.
Appropriation Unit: 1591-19	Address: 681 SIERRA ROSE DR STE B
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89511
If "No" please explain: Not Applicable	Contact/Phone: null775/826-9010
	Vendor No.: T81016802
	NV Business ID: NV19961128650

To what State Fiscal Year(s) will the contract be charged? **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 % sale of bonds
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: 18846

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/14/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **3 years and 136 days**

4. Type of contract: **Contract**

Contract description: **Arch/Eng Servs**

5. Purpose of contract:

This is the first amendment to the original contract, which provides professional architectural/engineering services for the Reno Wildlife Headquarters - Install Electrical and Sprinkler Systems; Project No. 11-M01; Contract No. 18846. This amendment increases the maximum amount from \$89,200 to \$101,000 for additional mechanical, structural and additional architectural services associated with the modification of non-code compliant return air plenums discovered above the corridor ceilings in the older portions of the building.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$89,200.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$11,800.00
4. New maximum contract amount:	\$101,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

2011 CIP

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

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

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

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

demonstrated the required expertise for work on this project.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	dgrimm	08/08/2012 16:56:49 PM
Division Approval	dgrimm	08/08/2012 16:56:52 PM
Department Approval	dgrimm	08/08/2012 16:56:55 PM
Contract Manager Approval	dgrimm	08/09/2012 07:51:26 AM
Budget Analyst Approval	jrodrig9	08/12/2012 18:57:30 PM
BOE Agenda Approval	cwatson	08/16/2012 14:49:09 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: **13652**

Agency Name: PURCHASING DIVISION	Legal Entity Name: Catholic Community Services of Northern Nevada
Agency Code: 083	Contractor Name: Catholic Community Services of Northern Nevada
Appropriation Unit: 1362-20	Address: 500 East 4th Street
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89513
If "No" please explain: Not Applicable	Contact/Phone: Peter Vogel 775-322-7073
	Vendor No.: T80926928
	NV Business ID: NV19951101754

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.

6. NEW CONTRACT

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

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

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

The State Agency does not have the resources to complete this work.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

All the vendors that submit the program application and meet the qualifications of the program are awarded. All applications are accepted on a continual basis.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Current with the Food Distribution Program for several years. The work performed has been satisfactory.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	08/08/2012 10:43:44 AM
Division Approval	kperondi	08/08/2012 10:43:47 AM
Department Approval	kperondi	08/08/2012 10:43:50 AM
Contract Manager Approval	mmatovin	08/14/2012 14:49:56 PM
Budget Analyst Approval	csawaya	08/16/2012 17:15:13 PM
BOE Agenda Approval	cwatson	08/17/2012 13:55:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13679**Agency Name: **PURCHASING DIVISION**Agency Code: **083**Appropriation Unit: **1362-20**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: Elko Friends in Service

Contractor Name: **Elko Friends in Service**Address: **821 Water Street**City/State/Zip: **Elko, NV 89801**

Contact/Phone: Susan Martsolf 775-738-3038

Vendor No.:

NV Business ID: NV19891032613

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **2 years and 364 days**4. Type of contract: **Contract**Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$15,000.00**

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form.

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

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

The State Agency does not have the resources to complete this work.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

All vendors that submit the program application and meet the qualifications of the program are awarded. Applications are excepted on a continual basis.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Current with the Food Distribution Program for several years. The work performed has been satisfactory.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	08/08/2012 10:38:59 AM
Division Approval	kperondi	08/08/2012 10:39:02 AM
Department Approval	kperondi	08/08/2012 10:39:04 AM
Contract Manager Approval	mmatovin	08/14/2012 14:42:22 PM
Budget Analyst Approval	csawaya	08/22/2012 14:09:01 PM
BOE Agenda Approval	sbrown	08/22/2012 14:35:10 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 CONTRACT

1. Contract Number: **13668**

Agency Name: **PURCHASING DIVISION**
 Agency Code: **083**
 Appropriation Unit: **1362-20**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: Food Bank of Northern Nevada
 Contractor Name: **Food Bank of Northern Nevada**
 Address: **550 Italy Way**
 City/State/Zip: **McCarran, NV 89434**
 Contact/Phone: Cherie Jamason 775-331-3663
 Vendor No.:
 NV Business ID: NV19831012424

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,500.00**

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form.

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

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

The State Agency does not have the resources to complete this work.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

All vendors that submit the program application and meet the qualifications of the program are awarded. All applications are excepted on a continual basis.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Current with the Food Distribution Program for several years. The work performed has been satisfactory.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	08/08/2012 10:40:21 AM
Division Approval	kperondi	08/08/2012 10:40:24 AM
Department Approval	kperondi	08/08/2012 10:40:26 AM
Contract Manager Approval	mmatovin	08/14/2012 14:44:18 PM
Budget Analyst Approval	csawaya	08/16/2012 17:11:51 PM
BOE Agenda Approval	cwatson	08/17/2012 13:52:56 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13644**

Agency Name: PURCHASING DIVISION Agency Code: 083 Appropriation Unit: 1362-20 Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2013-2016	Legal Entity Name: Las Vegas Rescue Mission Contractor Name: Las Vegas Rescue Mission Address: 480 W Bonanza Road City/State/Zip: Las Vegas, NV 89106 Contact/Phone: Robert Brunner 702-382-1766 Vendor No.: NV Business ID: NV19791009917
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What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$450,000.00**

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

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

The State Agency does not have the resources to complete this work.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

All vendors that submit the program application and meet the qualifications of the program are awarded. Applications are excepted on a continual basis.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Current with the Food Distribution Program for several years. The work performed has been satisfactory.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	08/08/2012 10:36:40 AM
Division Approval	kperondi	08/08/2012 10:36:42 AM
Department Approval	kperondi	08/08/2012 10:36:44 AM
Contract Manager Approval	mmatovin	08/14/2012 14:49:32 PM
Budget Analyst Approval	csawaya	08/16/2012 17:02:28 PM
BOE Agenda Approval	cwatson	08/17/2012 13:45:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13659**

Agency Name: PURCHASING DIVISION	Legal Entity Name: Nevada Rural Counties RSVP Program, Inc.
Agency Code: 083	Contractor Name: Nevada Rural Counties RSVP Program, Inc.
Appropriation Unit: 1362-20	Address: 2621 NorthGate Lane #6
Is budget authority available?: Yes	City/State/Zip: Carson City, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: Janice Ayres 775-687-4680
	Vendor No.:
	NV Business ID: NV19921048693

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 364 days**

4. Type of contract: **Contract**

Contract description: **USDA Commodity Foods**

5. Purpose of contract:

This is a new contract to receive, store, and distribute U.S. Department of Agriculture foods to low income individuals according to state and federal guidelines.

6. NEW CONTRACT

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

Other basis for payment: Reimbursements for allowable program expenses as submitted on Claim for Reimbursement form.

II. JUSTIFICATION

7. What conditions require that this work be done?

USDA food is available to the State under The Emergency Food Assistance Program and the State Agency is responsible for this program.

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

The State Agency does not have the resources to complete this work.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

All vendors that submit the program application and meet the qualifications of the program are awarded. Applications are excepted on a continual basis.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Current with the Food Distribution Program for several years. The work performed has been satisfactory.

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

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

Not Applicable

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

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	kperondi	08/08/2012 10:42:17 AM
Division Approval	kperondi	08/08/2012 10:42:19 AM
Department Approval	kperondi	08/08/2012 10:42:21 AM
Contract Manager Approval	mmatovin	08/14/2012 14:43:19 PM
Budget Analyst Approval	csawaya	08/16/2012 17:13:38 PM
BOE Agenda Approval	cwatson	08/17/2012 13:54:00 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: **13758**

Agency Name: COMMISSION ON TOURISM	Legal Entity Name: UNITED STATES DEPARTMENT OF
Agency Code: 101	Contractor Name: UNITED STATES DEPARTMENT OF
Appropriation Unit: 1522-43	Address: COMMERCE
Is budget authority available?: Yes	1401 CONSTITUTION AVE NW
If "No" please explain: Not Applicable	City/State/Zip: WASHINGTON, DC 20230-0001
	Contact/Phone: null202/482-0140
	Vendor No.: T29023076
	NV Business ID: Government Entity
To what State Fiscal Year(s) will the contract be charged?	2013

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **Yes**

If "Yes", please explain

NCOT has entered into the MOA for the previous two years, so the NCOT China representative already occupies the office space as outlined in the MOA. Upon inquiry of new staff in the NCOT business office, conversations with the Budget Division concluded that this MOA should be approved by the Board of Examiners. In an effort to correct the situation, NCOT seeks board approval retroactive to July 1, 2012 with the intent to have future MOA's approved prior to the start of a new state fiscal year.

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

Contract term: **364 days**

4. Type of contract: **Other (include description): Memorandum of Agreement**

Contract description: **NCOT Shanghai MOA**

5. Purpose of contract:

This is a new Memorandum of Agreement to establish the terms and conditions under which the U.S. and Foreign Commercial Service, International Trade Administration, U.S. Department of Commerce, and the Nevada Commission on Tourism will cooperate to promote tourism from China by physically co-locating at the U.S. Commercial Center in Shanghai, China.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,967.35**

Other basis for payment: \$19,967.35 payable in one installment due on January 31, 2013.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Commission on Tourism has a current contract with Hongxia Chen/NCOT China Ltd. to maintain operation of a representative office in Beijing and Shanghai for the State of Nevada, Nevada Commission on Tourism in the People's Republic of China, which will help increase the Chinese visitor volume to Nevada. Part of the contract includes payment for shared office space at the U.S. Commercial Center in Shanghai.

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

This Memorandum of Agreement is with a federal government agency for Nevada to be included as a tenant at the U.S. Commercial Center in Shanghai.

9. Were quotes or proposals solicited?

No

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

This Memorandum of Agreement is with the federal government.

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	kwilliam	08/09/2012 18:19:45 PM
Division Approval	kwilliam	08/09/2012 18:19:48 PM
Department Approval	kwilliam	08/09/2012 18:19:50 PM
Contract Manager Approval	kwilliam	08/09/2012 18:19:52 PM
Budget Analyst Approval	knielsen	08/14/2012 10:53:39 AM
BOE Agenda Approval	cwatson	08/17/2012 13:59:07 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13696**

Agency Name: GOVERNORS OFFICE OF 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
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89512-3999
If "No" please explain: Not Applicable	Contact/Phone: null775/673-7971
	Vendor No.: D35000812
	NV Business ID: Governmental Entity

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

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

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Dept of Employment, Trainig & Rehab (State Career Enhancement Prg Funds)

2. Contract start date:

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

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **302 days**

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

Contract description: **Train NV Businesses**

5. Purpose of contract:

This is a new Intrastate Interlocal Contract between Public Agencies 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

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

GOED does not have the expertise to provide this type of training.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

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

Intrastate Interlocal Contract between Public Agencies. Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

This is an Intrastate Interlocal Contract between Public Agencies.

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

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

Since July, 2010 with NCED/GOED and 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 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	07/23/2012 16:34:34 PM
Division Approval	mstenger	07/23/2012 16:34:40 PM
Department Approval	mstenger	07/24/2012 09:53:37 AM
Contract Manager Approval	mstenger	07/24/2012 10:03:03 AM
Budget Analyst Approval	ekin4	08/15/2012 12:13:39 PM
BOE Agenda Approval	jborrowm	08/21/2012 09:43:10 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13753**

Agency Name: **GOVERNORS OFFICE OF ECONOMIC DEVELOPMENT**
Agency Code: **102**
Appropriation Unit: **1526-11**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **KPS 3 INC**
Contractor Name: **KPS 3 INC**
Address: **50 W LIBERTY ST STE 640**
City/State/Zip: **RENO, NV 89501-1946**
Contact/Phone: null775/686-7439
Vendor No.: PUR0004720
NV Business ID: NV19941094961

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **302 days**

4. Type of contract: **Contract**

Contract description: **Marketing**

5. Purpose of contract:

This is a new contract to provide full-service marketing of Nevada and the Governor's Office on Economic Development to local, national, and international decision-makers. Additionally, the agency will handle strategy, branding, advertising, web design/development, collateral, and other marketing duties as assigned.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$99,000.00**

Other basis for payment: Monthly upon invoice not to exceed \$99,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Revised Statutes (NRS) 231

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

GOED does not have the expertise to provide this type of service

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Contracts were solicited through agency RFP#01-13. Upon thorough review and evaluation, contractor clearly indicated an understanding of the deliverables.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	mstenger	08/08/2012 14:02:30 PM
Division Approval	mstenger	08/08/2012 14:02:32 PM
Department Approval	mstenger	08/08/2012 14:02:36 PM
Contract Manager Approval	mstenger	08/08/2012 14:02:39 PM
DoIT Approval	lmuelle1	08/13/2012 10:03:47 AM
Budget Analyst Approval	ekin4	08/22/2012 13:07:59 PM
BOE Agenda Approval	jborrowm	08/22/2012 14:45:09 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: 11178	Amendment Number: 2
Agency Name: ENTERPRISE IT SERVICES	Legal Entity Name: CPS Nevada, LLC
Agency Code: 180	Contractor Name: CPS Nevada, LLC
Appropriation Unit: 1385-07	Address: Division of Cashman Equipment 600 GLENDALE AVE SPARKS, NV 89431
Is budget authority available?: Yes	City/State/Zip: SPARKS, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Daryl Dassinger 775/332-2432
	Vendor No.: PUR0000249A
	NV Business ID: NV20081475761

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

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

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

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**
 Anticipated BOE meeting date **09/2012**
 Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2014**
 Contract term: **4 years**
 4. Type of contract: **Contract**
 Contract description: **Maintenance on UPS**

5. Purpose of contract:
This is the second amendment to the original contract, which provides maintenance service on the Enterprise Information Technology Service's Uninterruptible Power Supply (UPS) system located at the Computer Facility. This amendment will increase the amount of the contract from \$9,990.00 to \$19,990.00.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,990.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$10,000.00
4. New maximum contract amount:	\$19,990.00

II. JUSTIFICATION

7. What conditions require that this work be done?
The Computer Facility requires preventive maintenance and emergency work (as needed) on the UPS system.

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

9. Were quotes or proposals solicited? **Yes**
 Was the solicitation (RFP) done by the Purchasing Division? **No**
 a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Lowest bidder.

d. Last bid date: 04/08/2010 Anticipated re-bid date: 04/08/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

2008-2012, Enterprise Information Technology Services, Service Satisfactory.

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

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

Not Applicable

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

LLC

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	08/14/2012 15:09:57 PM
Division Approval	wsalisp1	08/14/2012 15:10:00 PM
Department Approval	wsalisp1	08/14/2012 15:10:03 PM
Contract Manager Approval	csweeney	08/14/2012 15:34:07 PM
Budget Analyst Approval	ekin4	08/15/2012 12:55:23 PM
BOE Agenda Approval	jborrowm	08/21/2012 09:17:21 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: **13692**Agency Name: **ENTERPRISE IT SERVICES**Agency Code: **180**Appropriation Unit: **1385-07**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: SCHNEIDER ELECTRIC BUILDINGS

Contractor Name: **SCHNEIDER ELECTRIC BUILDINGS**Address: **AMERICAS INC
1380 GREG STREET, SUITE 224**City/State/Zip: **SPARKS, NV 89731**

Contact/Phone: KEVIN MCKEEGAN 7753599825

Vendor No.: PUR0001005D

NV Business ID: NV20071402383

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to 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 %	Facility Fees
Federal Funds	0.00 %		Bonds	0.00 %	
Highway Funds	0.00 %		Other funding	0.00 %	

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **HVAC Maintenance**

5. Purpose of contract:

This is a new contract to provide ongoing maintenance and repairs to the air conditioners Direct Digital Control (DDC) System at the Computer Facility.

6. NEW CONTRACT

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

Other basis for payment: Year 1 - \$12,570.00, Weekdays 0800-1700 - \$111/hr, Weekdays 1701-0759 & Weekends - \$166.50/hr, Holidays - \$222/hr; Year 2 - \$12,924.00, Weekdays 0800-1700 - \$114/hr, Weekdays 1701-0759 & Weekends - \$171.00/hr, Holidays - \$228/hr; Year 3 - \$13,312.00, Weekdays 0800-1700 - \$117/hr, Weekdays 1701-0759 & Weekends - \$176.00/hr, Holidays - \$234/hr; Year 4 - \$13,688.00, Weekdays 0800-1700 - \$121/hr, Weekdays 1701-0759 & Weekends - \$182/hr, Holidays - \$242/hr

II. JUSTIFICATION

7. What conditions require that this work be done?

The Facility's mainframe computer system will not function without the proper temperature and humidity. The Direct Digital Control System controls the air conditioning and needs regular maintenance as well as emergency repairs, as necessary.

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

Lack of expertise.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120708

Approval Date: 07/17/2012

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

2008-2012, EITS, Service Satisfactory.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	wsalisp1	08/07/2012 12:24:49 PM
Division Approval	wsalisp1	08/07/2012 12:25:05 PM
Department Approval	wsalisp1	08/07/2012 12:25:12 PM
Contract Manager Approval	csweeney	08/08/2012 13:41:10 PM
Budget Analyst Approval	ekin4	08/23/2012 13:07:53 PM
BOE Agenda Approval	cwatson	08/23/2012 13:38:13 PM
BOE Final Approval	Pending	



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:
120708

SOLICITATION WAIVER REQUEST FORM

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

EITS	Admin Services Division
Pat Church	Wendy Salispara
IT Manager	Admin Assistant III
775-684-4340	775-684-0229
<u>wpchurch@admin.nv.gov</u>	<u>wdsalispara@admin.nv.gov</u>

- b. Vendor contact information: Schneider Electric Buildings
P.O. Box 841868
Dallas, TX 75284-1868

- 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: Maintenance and emergency repairs of the data centers HVAC (Heating Ventilation Air Conditioning) system.

3. Describe the unique qualification required for the service or good to be purchased: Schneider Electric Buildings is the only authorized vendor in northern Nevada able to perform work on the Honeywell Direct Digital Control system.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: Schneider Electric Buildings in the only vendor that has the proprietary software that can operate the Direct Digital Control system. This vendor is the only authorized vendor able to access technical support, replacement parts, service and programming for Honeywell Direct Digital Control system.

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 data center would be in jeopardy of a failure of the HVAC system. If the HVAC system fails, the computer room temperature would rise to a level where the servers for statewide agencies would shut down. Some of the agencies involved would be DMV, Welfare, Health, Secretary of State, Taxation, etc.

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. We contacted Southland Industries and Nelson Electric and neither company could support the software of the technical support.

become effective without the prior approval of the State Board of Examiners (BOE).

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

Approving Authority:

X 	7-17-12
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: **13731**

Agency Name: DEPARTMENT OF EDUCATION Agency Code: 300 Appropriation Unit: 2709-64 Is budget authority available?: Yes If "No" please explain: Not Applicable To what State Fiscal Year(s) will the contract be charged? 2013-2015	Legal Entity Name: EMETRIC LLC Contractor Name: EMETRIC LLC Address: 211 N LOOP 1604 E STE 170 City/State/Zip: SAN ANTONIO, TX 78232 Contact/Phone: null210/496-6500 Vendor No.: T27000846 NV Business ID: NV20101526272
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What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

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

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2014**

Contract term: **2 years and 29 days**

4. Type of contract: **Contract**

Contract description: **Framework Support**

5. Purpose of contract:

This a new contract to provide support to the implementation of our new accountability system called the Nevada School Performance Framework (NSPF) by supporting our current IT applications that collect the data, developing new collection methods for data that is not collected, reporting data from the NSPF to include training, and adding these new data sets to a new Nevada Report Card built by the vendor.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$980,750.00**

Other basis for payment: Payment upon proper invoicing as work is completed not to exceed \$980,750.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Nevada Department of Education has just received a waiver from the federal government for a new system of NCLB accountability reporting. This new system is very bold and will require the addition of many data sources and enhanced reporting for all schools and districts. The system that is being built is called the Nevada School Performance Framework.

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

The requirements for the development aspect of this project far outweighs the resources available within our Nevada Department of Education IT office as well as other state agencies. Additionally, the timelines outlined by the state are extremely tight and only an outside entity with multiple resources can accomplish this task in the time allotted.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

This vendor was chosen by the evaluation team as the highest in accomplishing deliverables with the best cost proposal.

d. Last bid date: Anticipated re-bid date: 05/07/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

eMetric is currently under contract with NDE for reporting writing assessments. This relationship is productive and NDE is very satisfied with this relationship. eMetric reported data for the Department of Education Writing Assessment Program previous to 2007 school year. They did an excellent job.

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

No If "Yes", please provide details of the litigation 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	amccalla	08/02/2012 16:01:41 PM
Division Approval	amccalla	08/02/2012 16:01:43 PM
Department Approval	amccalla	08/02/2012 16:01:45 PM
Contract Manager Approval	ebarraga	08/02/2012 16:02:00 PM
Budget Analyst Approval	sbrown	08/20/2012 12:41:01 PM
BOE Agenda Approval	sbrown	08/20/2012 12:41:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13742**Agency Name: **DEPARTMENT OF EDUCATION**Agency Code: **300**Appropriation Unit: **2712-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **LEITNER, DAVID DBA**Contractor Name: **LEITNER, DAVID DBA**Address: **PACIFIC RESEARCH ASSOCIATES
5201 SW WESTGATE DR STE 228**City/State/Zip: **PORTLAND, OR 97221-2427**

Contact/Phone: null503/297-5300

Vendor No.: T27019822

NV Business ID: NV2010156126

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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 %

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/10/2014**Contract term: **2 years and 9 days**4. Type of contract: **Contract**Contract description: **Reports & Evaluation**

5. Purpose of contract:

This is a new contract to collect the required data for the Federal Comprehensive State Performance Report (CSPR) for applicable Title I and Title III programs as well as evaluate the 21st Century Community Learning Centers programs

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$91,440.00**

Other basis for payment: Upon receipt of a detailed monthly invoice for services not to exceed \$91,440.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The United States Department of Education (USDOE) requires certain data be provided as part of the Comprehensive School Performance Report, as well as an annual evaluation of 21st Century programs.

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

Due to small staff size assigned to work with Elementary and Secondary Education, the consultants who handle the programs included on this contract, also handle a minimum of three other programs as well. Due to the workload assigned to Nevada Department of Education staff, there is not enough time to complete these assignments, and no other state agency has the required background knowledge and/or expertise.9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Pacific Research Associates was the only vendor to submit a proposal.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

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

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

Yes

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

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	amccalla	08/08/2012 09:44:45 AM
Division Approval	amccalla	08/08/2012 09:44:47 AM
Department Approval	amccalla	08/08/2012 09:44:49 AM
Contract Manager Approval	ebarraga	08/08/2012 11:29:19 AM
Budget Analyst Approval	sbrown	08/20/2012 12:06:30 PM
BOE Agenda Approval	sbrown	08/20/2012 12:06:35 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **12515** Amendment Number: **1**

Agency Name: **NEVADA STATE LIBRARY AND ARCHIVES** Legal Entity Name: **LEARNINGEXPRESS LLC**

Agency Code: **332** Contractor Name: **LEARNINGEXPRESS LLC**

Appropriation Unit: **2891-12** Address: **2 RECTOR ST FL 26**

Is budget authority available?: **Yes** City/State/Zip: **NEW YORK, NY 10006-1832**

If "No" please explain: **Not Applicable** Contact/Phone: **Kheil McIntyre 646-274-6439**

Vendor No.: **T27028286**

NV Business ID: **NV20111464092**

To what State Fiscal Year(s) will the contract be charged? **2012-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/13/2011**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved **09/13/2012**

Termination Date:

Contract term: **2 years and 291 days**4. Type of contract: **Contract**Contract description: **Database Licenses**

5. Purpose of contract:

This is the first amendment to the original contract, which provides access to online K-12 licensed encyclopedia databases. These databases are used remotely statewide by students and libraries in Nevada which support K-12 curriculum. This amendment extends the termination date from September 13, 2012, to June 30, 2014, and increases the maximum amount of the contract from \$45,000 to \$125,877 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$45,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$80,877.00
4. New maximum contract amount:	\$125,877.00
and/or the termination date of the original contract has changed to:	06/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

This was originally requested and approved by the State Commission of Technology in Education. It is in the best interest of the state to continue to provide its citizens and students statewide access via libraries and the internet.

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

The State Does not have licensed databases.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Eleven proposals were received and this vendor was chosen to meet the libraries needs.

d. Last bid date: 04/13/2011 Anticipated re-bid date: 04/02/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	csweeney	07/18/2012 09:02:37 AM
Division Approval	csweeney	07/18/2012 09:02:41 AM
Department Approval	csweeney	07/24/2012 08:36:19 AM
Contract Manager Approval	csweeney	07/24/2012 08:36:24 AM
Budget Analyst Approval	ekin4	08/15/2012 12:44:56 PM
BOE Agenda Approval	jborrowm	08/21/2012 09:51:07 AM

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13703**

Agency Name: **HEALTH DIVISION**

Agency Code: **406**

Appropriation Unit: **3208-04**

Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **ZIRMED INC**

Contractor Name: **ZIRMED INC**

Address: **888 W MARKET ST STE 400**

City/State/Zip: **LOUISVILLE, KY 40202-4042**

Contact/Phone: null502/779-4370

Vendor No.: T29016276

NV Business ID: NV20101524863

To what State Fiscal Year(s) will the contract be charged? **2013-2015**

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

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

Agency Reference #: HD 13043

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **2 years and 302 days**

4. Type of contract: **Contract**

Contract description: **Billing Services**

5. Purpose of contract:

This is a new contract to provide claims processing services in conjunction with online claims management processing systems.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$39,062.00**

Payment for services will be made at the rate of \$1,143.00 per month

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department of Health and Human Services, through the Health Division, is establishing an online billing service for healthcare providers and payers.

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

This capability does not exist within the state at the present time.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

ZirMed appeared to provide the best value for the cost.

d. Last bid date: 05/15/2012 Anticipated re-bid date: 01/01/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Health Division has used this vendor with satisfactory results.

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

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

Not Applicable

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

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	valpers	08/01/2012 10:34:17 AM
Division Approval	valpers	08/01/2012 10:34:22 AM
Department Approval	mtorvine	08/03/2012 16:48:44 PM
Contract Manager Approval	cschmid2	08/06/2012 07:43:58 AM
Budget Analyst Approval	bberry	08/09/2012 09:58:29 AM
BOE Agenda Approval	nhovden	08/21/2012 18:22:28 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13715**Agency Name: **HEALTH DIVISION**Agency Code: **406**Appropriation Unit: **3214-04**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **WESTERN MICHIGAN UNIVERSITY**Contractor Name: **WESTERN MICHIGAN UNIVERSITY**Address: **1903 W MICHIGAN AVE**City/State/Zip: **KALAMAZOO, MI 49008-5200**

Contact/Phone: null269/387-4255

Vendor No.: T27023477

NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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

General Funds 0.00 % Fees 0.00 %

X Federal Funds **100.00 %** Bonds 0.00 %

Highway Funds 0.00 % Other funding 0.00 %

Agency Reference #: HD 13044

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **3 years and 29 days**4. Type of contract: **Interlocal Agreement**Contract description: **Behavioral Education**

5. Purpose of contract:

This is a new interlocal agreement to provide Women, Infants, and Children participants internet-based modules related to nutrition education and behavioral counseling.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$37,620.00**

Payment for services will be made at the rate of \$12,540.00 per year

II. JUSTIFICATION

7. What conditions require that this work be done?

This represents a US Department of Agriculture nutritional education requirement for new WIC clients.

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

The State does not have employees that can provide this training9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Exempt (Per statute)**

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

Interlocal agreement exemption.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has had a contractual relationship with the Health Division with satisfactory results.

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

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

Not Applicable

14. The contractor is 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	valpers	08/01/2012 10:18:37 AM
Division Approval	valpers	08/01/2012 10:18:41 AM
Department Approval	mtorvine	08/03/2012 17:40:52 PM
Contract Manager Approval	cschmid2	08/06/2012 07:44:15 AM
Budget Analyst Approval	bberry	08/09/2012 10:01:59 AM
BOE Agenda Approval	nhovden	08/21/2012 18:25:13 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13716**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3219-21**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **GNOMON INC**
 Contractor Name: **GNOMON INC**
 Address: **1601 FAIRVIEW DR STE F**
 City/State/Zip: **CARSON CITY, NV 89701-5860**
 Contact/Phone: null775/885-2305
 Vendor No.: T81005218
 NV Business ID: NV19941043248

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

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

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

Agency Reference #: HD 13042

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **121 days**

4. Type of contract: **Contract**

Contract description: **AIDS Surveillance**

5. Purpose of contract:

This is a new contract to provide technical assistance for the upgrade of the Nevada Electronic Review Database System (NERDS). NERDS allows users to review and verify electronic (encrypted) laboratory messages for HIV/AIDS cases and import them into the Centers for Disease Control (CDC) supported surveillance system (eHARS) for HIV.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,786.00**

Other basis for payment: As invoiced for actual hours worked per staff, on each successfully completed deliverable, with payments made upon acceptance of completed deliverables, with a 10% holdback, until successful completion and acceptance of the project.

II. JUSTIFICATION

7. What conditions require that this work be done?

NERDS allows users to review and verify electronic laboratory messages for of HIV/AIDS cases and import them into the CDC supported surveillance system (eHARS) for HIV. Without NERDS, eHARS would auto import all of the electronic messages and not allow data entry staff the ability to review and edit messages therefore would lead to an excess of laboratory information into the surveillance system that was duplicate as well as laboratory messages that were not actually HIV/AIDS cases.

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 to upgrade the NERDS system, and tie it into a geo-coding environment.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

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

This vendor represented the best response to the bid request at the best value to the state.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Contractor has performed under contract for the State Health Division with satisfactory results.

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

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

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: 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	valpers	08/01/2012 10:12:36 AM
Division Approval	valpers	08/01/2012 10:12:44 AM
Department Approval	mtorvine	08/08/2012 15:09:03 PM
Contract Manager Approval	cschmid2	08/08/2012 15:14:31 PM
DoIT Approval	ismolya1	08/10/2012 10:07:01 AM
Budget Analyst Approval	bberry	08/10/2012 15:21:16 PM
BOE Agenda Approval	nhovden	08/21/2012 18:27:06 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: **13063**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3222-17**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**
 Contractor Name: **BOARD OF REGENTS-UNR**
 Address: **CONTROLLERS - CHILD/FAMILY RSH
MAIL STOP 141**
 City/State/Zip: **RENO, NV 89557**
 Contact/Phone: null775/784-6762
 Vendor No.: D35000845
 NV Business ID: Governmental Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

Agency Reference #: HD 12160

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/30/2013**

Contract term: **1 year and 120 days**

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

Contract description: **Home Visiting Svcs**

5. Purpose of contract:

This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$257,401.00**

Other basis for payment: Payments invoiced monthly, based on number of primary enrollees, and number of visits conducted.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Grant mandates the promotion of maternal, infant and early childhood health, and safety, as well as building upon existing State infrastructure with regard to existing home visiting programs currently being conducted throughout the State.

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

The Health Division does not have the resources to perform this function.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being awarded to all three bidding vendors, as they all meet the minimum federal home visitation criteria.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Health Division has used the University of Nevada, Reno on numerous occasions, 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	valpers	08/01/2012 10:28:04 AM
Division Approval	valpers	08/01/2012 10:28:11 AM
Department Approval	mtorvine	08/06/2012 08:46:19 AM
Contract Manager Approval	cschmid2	08/06/2012 09:15:22 AM
Budget Analyst Approval	bberry	08/09/2012 09:27:36 AM
BOE Agenda Approval	nhovden	08/21/2012 18:19:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13057**

Agency Name: **HEALTH DIVISION**
 Agency Code: **406**
 Appropriation Unit: **3222-17**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **SUNRISE CHILDRENS FOUNDATION**
 Contractor Name: **SUNRISE CHILDRENS FOUNDATION**
 Address: **2755 E DESERT INN RD STE 200**
 City/State/Zip: **LAS VEGAS, NV 89121-3638**
 Contact/Phone: null702/731-8373
 Vendor No.: T80978244
 NV Business ID: NV19931063050

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

Agency Reference #: HD 12158

2. Contract start date:

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

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/30/2013**

Contract term: **1 year and 120 days**

4. Type of contract: **Contract**

Contract description: **Home Visiting Svcs**

5. Purpose of contract:

This is a new interlocal agreement to expand evidence-based home visiting services, to promote maternal, infant and early childhood health, and safety, as well as the development of strong parent-child relationships

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$354,054.00**

Other basis for payment: Payments invoiced monthly, based on visits conducted, and number of enrollees.

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal Grant mandates the promotion of maternal, infant and early childhood health, and safety, as well as building upon existing State infrastructure with regard to existing home visiting programs currently being conducted throughout the State.

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

The Health Division does not have the resources to perform this function.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

Contracts are being awarded to all three bidding vendors, as they all meet the minimum federal home visitation criteria.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	valpers	08/01/2012 10:24:02 AM
Division Approval	valpers	08/01/2012 10:24:08 AM
Department Approval	mtorvine	08/06/2012 08:57:47 AM
Contract Manager Approval	cschmid2	08/06/2012 09:15:03 AM
Budget Analyst Approval	bberry	08/09/2012 09:37:08 AM
BOE Agenda Approval	nhovden	08/23/2012 10:51:53 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: **13540**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3228-42**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**Address: **UNR CONTROLLERS OFFICE
MAIL STOP 0124**City/State/Zip: **RENO, NV 89557-0025**

Contact/Phone: null775/784-4062

Vendor No.: D35000816

NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$74,183.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:46:58 PM
Division Approval	msmit5	07/25/2012 07:39:42 AM
Department Approval	mtorvine	07/30/2012 16:42:38 PM
Contract Manager Approval	afrancis	07/31/2012 14:00:07 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:12:27 AM
BOE Agenda Approval	nhovden	08/15/2012 17:46:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13559**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3228-42**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **BOARD OF REGENTS-UNR**Contractor Name: **BOARD OF REGENTS-UNR**Address: **UNR CONTROLLERS OFFICE
MAIL STOP 0124**City/State/Zip: **RENO, NV 89557-0025**

Contact/Phone: null775/784-4062

Vendor No.: D35000816

NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$788,114.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:47:17 PM
Division Approval	msmit5	07/25/2012 07:36:47 AM
Department Approval	mtorvine	07/30/2012 16:39:06 PM
Contract Manager Approval	afrancis	07/31/2012 14:03:30 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:14:17 AM
BOE Agenda Approval	nhovden	08/15/2012 18:38:41 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13673**

Agency Name: WELFARE AND SUPPORT SERVICES Agency Code: 407 Appropriation Unit: 3228-44 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: BOYS & GIRLS CLUB OF LAS VEGAS Contractor Name: BOYS & GIRLS CLUB OF LAS VEGAS Address: 2850 S LINDELL RD City/State/Zip: LAS VEGAS, NV 89146-6815 Contact/Phone: null702/253-2808 Vendor No.: T80947631A NV Business ID: NV19611001462
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To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$141,775.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:47:08 AM
Division Approval	msmit5	07/27/2012 08:00:20 AM
Department Approval	mtorvine	07/31/2012 09:40:31 AM
Contract Manager Approval	afrancis	08/01/2012 09:21:56 AM
Budget Analyst Approval	sbarkdul	08/02/2012 09:06:31 AM
BOE Agenda Approval	nhovden	08/15/2012 18:22:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13674**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: CAPPALAPPA FAMILY RESOURCE
Agency Code: 407	Contractor Name: CAPPALAPPA FAMILY RESOURCE
Appropriation Unit: 3228-44	Address: CENTER PO BOX 1860
Is budget authority available?: Yes	City/State/Zip: OVERTON, NV 89040-1860
If "No" please explain: Not Applicable	Contact/Phone: null702/397-6400
	Vendor No.: T27005229
	NV Business ID: NV20021249321

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,500.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:47:27 AM
Division Approval	msmit5	07/25/2012 07:24:51 AM
Department Approval	mtorvine	07/30/2012 16:33:34 PM
Contract Manager Approval	afrancis	07/31/2012 13:56:18 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:19:28 AM
BOE Agenda Approval	nhovden	08/15/2012 18:42:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13513**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: DUCKWATER SHOSHONE TRIBE
Agency Code: 407	Contractor Name: DUCKWATER SHOSHONE TRIBE
Appropriation Unit: 3228-42	Address: PO BOX 140068
Is budget authority available?: Yes	City/State/Zip: DUCKWATER, NV 89314-0068
If "No" please explain: Not Applicable	Contact/Phone: null775/863-0227
	Vendor No.: T81070857A
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$53,702.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:46:27 PM
Division Approval	msmit5	07/13/2012 13:16:14 PM
Department Approval	mtorvine	07/13/2012 17:06:03 PM
Contract Manager Approval	afrancis	07/16/2012 16:22:31 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:01:59 AM
BOE Agenda Approval	nhovden	08/15/2012 18:12:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13675**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: EAST VALLEY FAMILY SERVICES
Agency Code: 407	Contractor Name: EAST VALLEY FAMILY SERVICES
Appropriation Unit: 3228-44	Address: 1800 E SAHARA AVE STE 111
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89104-3732
If "No" please explain: Not Applicable	Contact/Phone: null702/369-9433
	Vendor No.: T81095752
	NV Business ID: NV20041481002

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$166,565.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:46:07 AM
Division Approval	msmit5	07/30/2012 14:21:26 PM
Department Approval	mtorvine	07/31/2012 10:10:08 AM
Contract Manager Approval	afrancis	08/01/2012 08:50:35 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:30:17 AM
BOE Agenda Approval	nhovden	08/15/2012 17:57:13 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13689**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3228-44**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **FAMILY TO FAMILY CONNECTION**Contractor Name: **FAMILY TO FAMILY CONNECTION**Address: **LINCOLN COUNTY COMMNTY CONNECT****PO BOX 46**City/State/Zip: **CALIENTE, NV 89008**

Contact/Phone: null775/726-3325

Vendor No.: T81100771

NV Business ID: NV19991329489

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **364 days**4. Type of contract: **Contract**Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$26,398.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/21/2012 07:35:41 AM
Division Approval	msmit5	07/30/2012 14:11:07 PM
Department Approval	mtorvine	07/31/2012 10:05:14 AM
Contract Manager Approval	afrancis	08/01/2012 09:22:39 AM
Budget Analyst Approval	sbarkdul	08/02/2012 08:52:07 AM
BOE Agenda Approval	nhovden	08/15/2012 18:22:08 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 CONTRACT

1. Contract Number: **13516**

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

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$40,737.00**

Other basis for payment: **Actual per Quarter**

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:46:08 PM
Division Approval	msmit5	07/10/2012 11:00:51 AM
Department Approval	mtorvine	07/13/2012 14:49:41 PM
Contract Manager Approval	afrancis	07/16/2012 11:12:23 AM
Budget Analyst Approval	sbarkdul	08/01/2012 09:06:26 AM
BOE Agenda Approval	nhovden	08/15/2012 17:51:04 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13610**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: FOOD BANK OF NORTHERN NEVADA
Agency Code: 407	Contractor Name: FOOD BANK OF NORTHERN NEVADA
Appropriation Unit: 3228-44	Address: 550 ITALY DR
Is budget authority available?: Yes	City/State/Zip: MCCARRAN, NV 89434-5400
If "No" please explain: Not Applicable	Contact/Phone: null775/331-3663
	Vendor No.: T80946842
	NV Business ID: NV19831012424

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct initial SNAP interviews, which allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$224,220.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:45:26 AM
Division Approval	msmit5	07/27/2012 08:03:09 AM
Department Approval	mtorvine	07/31/2012 09:54:45 AM
Contract Manager Approval	afrancis	08/01/2012 09:24:32 AM
Budget Analyst Approval	sbarkdul	08/02/2012 10:56:14 AM
BOE Agenda Approval	nhovden	08/15/2012 18:09:02 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13495**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 407	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 3228-42	Address: 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: null702/369-4357
	Vendor No.: T80351170C
	NV Business ID: NV19701000894

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,770.00**

Other basis for payment: **Actual per Quarter**

II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education to low income families in Nevada.

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

DWSS partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/12/2012 09:18:59 AM
Division Approval	msmit5	07/13/2012 09:16:21 AM
Department Approval	mtorvine	07/13/2012 16:55:49 PM
Contract Manager Approval	afrancis	07/16/2012 16:25:03 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:05:00 AM
BOE Agenda Approval	nhovden	08/15/2012 17:49:29 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: **13613**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HELP OF SOUTHERN NEVADA
Agency Code: 407	Contractor Name: HELP OF SOUTHERN NEVADA
Appropriation Unit: 3228-44	Address: 1640 E FLAMINGO RD STE 100
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89119-5280
If "No" please explain: Not Applicable	Contact/Phone: null702/369-4357
	Vendor No.: T80351170C
	NV Business ID: NV19701000894

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP), for a Community Partner Interviewers Demonstration Project. Through a waiver from the U.S. Department of Agriculture (USDA), certain community partners can conduct initial SNAP interviews, which allows DWSS to reach populations that would otherwise be difficult to reach and saves State time and resources.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$214,841.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a cost share program from the U.S. Department of Agriculture to provide outreach and application assistance for the Supplemental Nutrition Assistance Program to the low income and senior population of Nevada.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the Supplemental Nutrition Assistance Program; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:45:43 AM
Division Approval	msmit5	07/25/2012 07:23:23 AM
Department Approval	mtorvine	07/30/2012 16:29:04 PM
Contract Manager Approval	afrancis	07/31/2012 13:50:11 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:26:27 AM
BOE Agenda Approval	nhovden	08/15/2012 18:10:01 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13687**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HENDERSON ALLIED COMMUNITY ADVOCATES
Agency Code: 407	Contractor Name: HENDERSON ALLIED COMMUNITY ADVOCATES
Appropriation Unit: 3228-44	Address: HopeLink of Southern Nevada 178 WESTMINSTER WAY
Is budget authority available?: Yes	City/State/Zip: HENDERSON, NV 89015
If "No" please explain: Not Applicable	Contact/Phone: null702/566-0576
	Vendor No.: T81026782
	NV Business ID: NV19931070916

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$66,600.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/21/2012 07:35:08 AM
Division Approval	msmit5	07/30/2012 14:12:51 PM
Department Approval	mtorvine	07/31/2012 10:06:43 AM
Contract Manager Approval	afrancis	08/01/2012 08:54:46 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:25:34 AM
BOE Agenda Approval	nhovden	08/15/2012 17:57:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13688**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: LUTHERAN SOCIAL SERVICES OF NV
Agency Code: 407	Contractor Name: LUTHERAN SOCIAL SERVICES OF NV
Appropriation Unit: 3228-44	Address: 73 SPECTRUM BLVD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89101
If "No" please explain: Not Applicable	Contact/Phone: null702/639-1730
	Vendor No.: T81037226
	NV Business ID: NV19961249402

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$73,956.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/21/2012 07:35:26 AM
Division Approval	msmit5	07/30/2012 14:04:55 PM
Department Approval	mtorvine	07/31/2012 09:59:57 AM
Contract Manager Approval	afrancis	08/01/2012 09:17:15 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:02:28 AM
BOE Agenda Approval	nhovden	08/15/2012 18:02:52 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13690**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: OLIVE CREST
Agency Code: 407	Contractor Name: OLIVE CREST
Appropriation Unit: 3228-44	Address: 2130 E 4TH ST STE 200
Is budget authority available?: Yes	City/State/Zip: SANTA ANA, CA 92705-3818
If "No" please explain: Not Applicable	Contact/Phone: null714/543-5437
	Vendor No.: T81023576
	NV Business ID: NV19971236203

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$102,190.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/21/2012 07:34:23 AM
Division Approval	msmit5	07/30/2012 14:18:05 PM
Department Approval	mtorvine	07/31/2012 10:08:32 AM
Contract Manager Approval	afrancis	08/01/2012 08:54:23 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:32:31 AM
BOE Agenda Approval	nhovden	08/15/2012 17:55:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13691**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: SALVATION ARMY, THE
Agency Code: 407	Contractor Name: SALVATION ARMY, THE
Appropriation Unit: 3228-44	Address: PO BOX 28369
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89126-8369
If "No" please explain: Not Applicable	Contact/Phone: null702/870-4430
	Vendor No.: T81024024A
	NV Business ID: NV19471000218

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$41,028.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/21/2012 07:34:40 AM
Division Approval	msmit5	07/27/2012 07:57:10 AM
Department Approval	mtorvine	07/31/2012 09:57:47 AM
Contract Manager Approval	afrancis	08/01/2012 09:19:06 AM
Budget Analyst Approval	sbarkdul	08/02/2012 10:53:19 AM
BOE Agenda Approval	nhovden	08/15/2012 18:04:03 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: **13521**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: STEP 2 INC
Agency Code: 407	Contractor Name: STEP 2 INC
Appropriation Unit: 3228-42	Address: PO BOX 40674
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89504-4674
If "No" please explain: Not Applicable	Contact/Phone: null775/787-9411
	Vendor No.: T80920903A
	NV Business ID: NV19861005080

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$10,458.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:45:38 PM
Division Approval	msmit5	07/13/2012 09:14:35 AM
Department Approval	mtorvine	07/13/2012 16:57:16 PM
Contract Manager Approval	afrancis	07/16/2012 16:23:41 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:08:49 AM
BOE Agenda Approval	nhovden	08/15/2012 17:53:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13532**Agency Name: **WELFARE AND SUPPORT SERVICES**Agency Code: **407**Appropriation Unit: **3228-42**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: **TE MOAK TRIBE OF WESTERN**Contractor Name: **TE MOAK TRIBE OF WESTERN**Address: **SHOSHONE/SPECIAL DIABETES PROG****525 SUNSET ST
ELKO, NV 89801**

Contact/Phone: null775/738-9251

Vendor No.: T29008879

NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$45,288.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:44:47 PM
Division Approval	msmit5	07/10/2012 10:54:24 AM
Department Approval	mtorvine	07/13/2012 14:51:19 PM
Contract Manager Approval	afrancis	07/16/2012 11:12:49 AM
Budget Analyst Approval	sbarkdul	08/01/2012 09:04:25 AM
BOE Agenda Approval	nhovden	08/15/2012 18:19:27 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13680**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: THREE SQUARE
Agency Code: 407	Contractor Name: THREE SQUARE
Appropriation Unit: 3228-44	Address: 4190 N PECOS RD
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89115-0187
If "No" please explain: Not Applicable	Contact/Phone: null702/644-3663
	Vendor No.: T29016658
	NV Business ID: NV20061789154

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

4. Type of contract: **Contract**

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new contract for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$318,933.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

Non-profit Corporation

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

Yes

16. Not Applicable

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:46:50 AM
Division Approval	msmit5	07/30/2012 14:23:42 PM
Department Approval	mtorvine	07/31/2012 10:12:53 AM
Contract Manager Approval	afrancis	08/01/2012 08:43:29 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:04:11 AM
BOE Agenda Approval	nhovden	08/15/2012 18:01:45 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: **13686**

Agency Name: WELFARE AND SUPPORT SERVICES Agency Code: 407 Appropriation Unit: 3228-44 Is budget authority available?: Yes If "No" please explain: Not Applicable	Legal Entity Name: WASHOE COUNTY SCHOOL DISTRICT Contractor Name: WASHOE COUNTY SCHOOL DISTRICT Address: ATTN BUSINESS OFFICE PO BOX 30425 City/State/Zip: RENO, NV 89520-3425 Contact/Phone: null775/348-0313 Vendor No.: T40234300 NV Business ID: Gov't Entity
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To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

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

Contract description: **SNAP Outreach**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide outreach and application assistance to low income and senior population of Nevada. Through a reimbursement program from the U.S. Department of Agriculture (USDA), DWSS collaborates with various public and non-profit agencies to reach out to eligible low-income people who are not currently participating in SNAP and assist with SNAP application completion.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$56,455.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Federal funding for SNAP Outreach is provided by the U.S. Department of Agriculture, Food and Nutrition Services. DWSS accomplishes SNAP Outreach by collaborating with various public and non-profit agencies.

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

Division of Welfare and Supportive Services partners with various non profit agencies to extend the outreach of the SNAP; therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided by the USDA, Food and Nutrition Services. All agencies that meet the requirements of the USDA Food and Nutrition Services guidelines, develop a plan that meets the needs of the target audience, and have their plan approved are incorporated into the State plan.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Not Applicable

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

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

Not Applicable

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

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/19/2012 08:46:30 AM
Division Approval	msmit5	07/30/2012 14:09:25 PM
Department Approval	mtorvine	07/31/2012 10:02:27 AM
Contract Manager Approval	afrancis	08/01/2012 09:11:20 AM
Budget Analyst Approval	sbarkdul	08/02/2012 11:06:35 AM
BOE Agenda Approval	nhovden	08/15/2012 18:00:48 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13536**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: YERINGTON PAIUTE TRIBE COUNCIL
Agency Code: 407	Contractor Name: YERINGTON PAIUTE TRIBE COUNCIL
Appropriation Unit: 3228-42	Address: 171 CAMPBELL LN
Is budget authority available?: Yes	City/State/Zip: YERINGTON, NV 89447-9731
If "No" please explain: Not Applicable	Contact/Phone: null775/463-3301
	Vendor No.: T80981952
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2013**

Contract term: **364 days**

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

Contract description: **SNAP Education**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Supplemental Nutrition Assistance Program (SNAP) to provide nutrition education to low income families. Through a grant from the U.S. Department of Agriculture, DWSS collaborates with various public and non-profit agencies to provide education to SNAP recipients to improve the likelihood that recipients and those eligible for benefits will make healthy food choices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$63,213.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Division of Welfare and Supportive Services receives a grant from the U.S. Department of Agriculture to implement the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) to low income families in Nevada.

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

Division of Welfare and Supportive Services partners with various public and non profit agencies to provide nutrition education through the Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed); therefore extending state resources and personnel.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Federal funding is provided from the USDA. All agencies that develop a plan that meets the requirements of the Supplemental Nutritional Assistance Program Nutrition Education (SNAP-Ed) and is approved by the USDA are incorporated into the State of Nevada plan as funding allows.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and provides satisfactory service.

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

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

Not Applicable

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

Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/15/2012 17:45:15 PM
Division Approval	msmit5	07/13/2012 13:15:22 PM
Department Approval	mtorvine	07/13/2012 17:07:29 PM
Contract Manager Approval	afrancis	07/16/2012 16:21:50 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:02:58 AM
BOE Agenda Approval	nhovden	08/15/2012 18:14:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13489**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: CLARK, COUNTY OF
Agency Code: 407	Contractor Name: CLARK, COUNTY OF
Appropriation Unit: 3238-49	Address: EIGHT JUDICIAL DISTRICT COURT 200 LEWIS AVE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89155-0001
If "No" please explain: Not Applicable	Contact/Phone: null702/671-4615
	Vendor No.: T81026920AH
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? 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	90.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	10.00 % State Share of Collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

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

Contract description: **Access & Visitation**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Child Support Enforcement Program (CSEP), to provide mediation services, supervised visitation, and formulation of parenting plans. Through a grant from U.S. Department of Health and Human Services, DWSS collaborates with the Second and Eighth Judicial District Courts to establish and administer programs to support and facilitate non-custodial parents access to and visitation of their children by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pickup), and development of guidelines for visitation and alternative custody arrangements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$304,000.00**

Other basis for payment: **Actual per Invoice**

II. JUSTIFICATION

7. What conditions require that this work be done?

Public Law 104-193 Title III Subtitle I directs grants to states for access and visitation programs. The funding will be used to provide mediation services, supervised visitation, and formulate parenting plans and participation in other auxiliary services by the parties.

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

States may enter into interlocal contracts to administer the CSEP, per 45 CFR 302.10; 45 CFR 302.34; 45 CFR 303.107.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/12/2012 09:18:22 AM
Division Approval	msmit5	07/13/2012 09:26:04 AM
Department Approval	mtorvine	07/13/2012 17:01:12 PM
Contract Manager Approval	afrancis	07/16/2012 16:19:22 PM
Budget Analyst Approval	sbarkdul	08/01/2012 08:59:52 AM
BOE Agenda Approval	nhovden	08/21/2012 18:03:08 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 CONTRACT

1. Contract Number: 11669	Amendment Number: 2
Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: TALX CORPORATION
Agency Code: 407	Contractor Name: TALX CORPORATION
Appropriation Unit: 3238-18	Address: THE WORK NUMBER 11432 LACKLAND RD
Is budget authority available?: Yes	City/State/Zip: SAINT LOUIS, MO 63146
If "No" please explain: Not Applicable	Contact/Phone: null314/214-7362
	Vendor No.: T27017055A
	NV Business ID: NV20071210846

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **02/01/2011**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **12/31/2012**

Termination Date:

Contract term: **1 year and 334 days**

4. Type of contract: **Contract**

Contract description: **Eligibility Determi**

5. Purpose of contract:

This is the second amendment to the original contract for the Division of Welfare and Supportive Services (DWSS), Child Support Enforcement Program to provide employment location and income verification of non-custodial parents in order to determine the ability to pay medical or child support and to enforce the support payment. This contract also provides income verification for the Eligibility and Payment unit to determine eligibility for the Federal Assistance Programs administered by DWSS, including Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid and Energy Assistance Program (EAP). This amendment revises consideration language by increasing the maximum from \$9,756 to \$12,466 to allow payment for services provided.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$9,756.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,710.00
4. New maximum contract amount:	\$12,466.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Child Support Enforcement Program (CSEP) must identify the non-custodial parent's ability to pay a medical or child support obligation by locating and verifying gross monthly income from all sources and assets. CSEP enforcing authority is responsible for adequately investigating and determining an obligor's ability to pay child support and must recommend a reasonable obligation based on the results of the investigation. Additionally, Eligibility and Payments staff must determine if households meet established income limits for the Federal Assistance Programs administered by the agency. All income, including wages obtained through employment must be used to determine the actual benefit the household or individual is entitled to.

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 resources to provide this service.

9. Were quotes or proposals solicited? Yes

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

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

TALX Corporation was the only vendor who responded to the informal solicitation.

d. Last bid date: 08/01/2009 Anticipated re-bid date: 08/01/2012

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

Yes If "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:

Foreign Corporation

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

Yes

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

Yes

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

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/05/2012 14:18:44 PM
Division Approval	msmit5	07/17/2012 07:29:56 AM
Department Approval	mtorvine	07/19/2012 09:33:08 AM
Contract Manager Approval	afrancis	07/20/2012 08:38:15 AM
Budget Analyst Approval	sbarkdul	08/01/2012 08:57:18 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: **13483**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: WASHOE, COUNTY OF
Agency Code: 407	Contractor Name: WASHOE, COUNTY OF
Appropriation Unit: 3238-49	Address: WASHOE SECOND JUDICIAL DIST CT 75 COURT ST
Is budget authority available?: Yes	City/State/Zip: RENO, NV 89501
If "No" please explain: Not Applicable	Contact/Phone: null775/328-3569
	Vendor No.: T40283400Y
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? 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	90.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	10.00 % State Share of Collections

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date **08/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/30/2016**

Contract term: **4 years**

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

Contract description: **Access & Visitation**

5. Purpose of contract:

This is a new interlocal agreement for the Division of Welfare and Supportive Service (DWSS), Child Support Enforcement Program (CSEP), to provide mediation services, supervised visitation, and formulation of parenting plans. Through a grant from U.S. Department of Health and Human Services, DWSS collaborates with the Second and Eighth Judicial District Courts to establish and administer programs to support and facilitate non-custodial parents' access to and visitation of their children by means of activities including mediation (both voluntary and mandatory), counseling, education, development of parenting plans, visitation enforcement (including monitoring, supervision and neutral drop-off and pickup), and development of guidelines for visitation and alternative custody arrangements.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$124,000.00**

Other basis for payment: Actual per Invoice

II. JUSTIFICATION

7. What conditions require that this work be done?

Public Law 104-193 Title III Subtitle I directs grants to states for access and visitation programs. The funding will be used to provide mediation services, supervised visitation, and formulate parenting plans and participation in other auxiliary services by the parties.

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

States may enter into interlocal contracts to administer the CSEP, per 45 CFR 302.10; 45 CFR 302.34; 45 CFR 303.107.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Currently under contract with DWSS and providing satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	06/12/2012 09:18:42 AM
Division Approval	msmit5	07/25/2012 07:41:14 AM
Department Approval	mtorvine	07/30/2012 16:48:04 PM
Contract Manager Approval	afrancis	07/31/2012 13:56:46 PM
Budget Analyst Approval	sbarkdul	08/01/2012 09:18:49 AM
BOE Agenda Approval	nhovden	08/15/2012 18:41:14 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

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

I. DESCRIPTION OF CONTRACT1. Contract Number: **13619**

Agency Name: WELFARE AND SUPPORT SERVICES	Legal Entity Name: HOUSING DIVISION
Agency Code: 407	Contractor Name: HOUSING DIVISION
Appropriation Unit: 4862-16	Address: DEPT OF BUSINESS & INDUSTRY 1535 OLD HOT SPRINGS RD STE 50
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89706
If "No" please explain: Not Applicable	Contact/Phone: null775/687-2049
	Vendor No.: D74426000
	NV Business ID: Gov't Entity

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2016**Contract term: **4 years**4. Type of contract: **Interlocal Agreement**Contract description: **LIHEAP**

5. Purpose of contract:

This is a new interlocal agreement between the Division of Welfare and Supportive Service (DWSS), Energy Assistance Program (EAP) and the Department of Business and Industry, Housing Division, Weatherization Assistance Program (WAP) to provide the Housing Division with 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds awarded to DWSS to help fund weatherization assistance for low income families. WAP encourages and enables households to reduce their home energy needs by providing for various energy conservation measures, which decreases the need for energy assistance.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,902,800.00**

Other basis for payment: 5% of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant funds.

II. JUSTIFICATION

7. What conditions require that this work be done?

DWSS is responsible for the administration of the Low Income Home Energy Assistance Program (LIHEAP) Block Grant. Authorization for this grant is provided under CFR 45 Part 96 and CFR 10 Part 440. DWSS provides the Housing Division with 5% of this grant to help fund the Weatherization Assistance Program for low income families.

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

Department of Business and Industry, Housing Division is a state agency, which provides weatherization assistance to low income families.

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

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

No If "Yes", please explain

Not Applicable

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

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

Contracted with DWSS from October 14, 2008 to September 30, 2010 and provided satisfactory service.

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

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

Not Applicable

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

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tdufresn	07/12/2012 08:58:56 AM
Division Approval	msmit5	07/20/2012 07:01:41 AM
Department Approval	mtorvine	07/30/2012 16:28:13 PM
Contract Manager Approval	afrancis	07/31/2012 10:06:22 AM
Budget Analyst Approval	sbarkdul	08/01/2012 09:22:03 AM
BOE Agenda Approval	nhovden	08/21/2012 18:05:06 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: 13678	Amendment Number: 2
Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: Nevada State Health Laboratory
Agency Code: 408	Contractor Name: Nevada State Health Laboratory
Appropriation Unit: 3162-04	Address: 1660 North Virginia Street
Is budget authority available?: Yes	City/State/Zip: Reno , NV 89503
If "No" please explain: Not Applicable	Contact/Phone: null775-688-1335
	Vendor No.: D35000816A
	NV Business ID: n/a

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/23/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

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

Contract term: **342 days**

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

Contract description: **QuantiFERON-TB tests**

5. Purpose of contract:

This is the second amendment to the original contract which provides QuantiFeron-TB tests on Northern Nevada Adult Mental Health Services (NNAMHS) consumers at the request of authorized NNAMHS personnel. This amendment increases the total authority from \$9,600.00 to \$12,025.00, due to increased usage of this service by NNAMHS.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$1,200.00
2. Total amount of any previous contract amendments:	\$8,400.00
3. Amount of current contract amendment:	\$2,425.00
4. New maximum contract amount:	\$12,025.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Occasionally consumers refuse to allow PPD (TB) testing by NNAMHS staff. Rather than resorting to the use of DOR (Denial of Rights) to consumers, staff can request the work be done by NV State Health Laboratory staff, which would be agreeable for consumers

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

NNAMHS staff routinely perform these tests, however when consumers refuse to allow NNAMHS staff to perform this test, the use of the NV State Health Laboratory staff can be utilized.

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

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

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

Not chosen in preference to others, this is an interlocal contract between State agencies.

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

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

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

Yes If "Yes", please explain

This is an Interlocal Contract between State agencies

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	akenneso	08/17/2012 15:27:06 PM
Division Approval	bchisel	08/17/2012 15:59:12 PM
Department Approval	mtorvine	08/23/2012 16:17:45 PM
Contract Manager Approval	cweil	08/27/2012 07:02:01 AM
Budget Analyst Approval	bberry	08/28/2012 14:47:00 PM
BOE Agenda Approval	nhovden	08/28/2012 17:01:08 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: 10929	Amendment Number: 3
Agency Name: MENTAL HEALTH AND DEVELOPMENTAL SERVICES	Legal Entity Name: PRN Systems Connect LLC
Agency Code: 408	Contractor Name: PRN Systems Connect LLC
Appropriation Unit: 3162-40	Address: 6771 W Charleston Blvd - Ste A
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89146
If "No" please explain: Not Applicable	Contact/Phone: null8777761774
	Vendor No.: T29024137
	NV Business ID: NV20061360317

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

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

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

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/01/2010**
 Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**

Contract term: **2 years and 214 days**

4. Type of contract: **Contract**

Contract description: **Remote Chart Orders**

5. Purpose of contract:

This is the third amendment to the original contract which provides after hours remote chart order processing services. This amendment increases the total authority of the contract from \$240,000 to \$299,160.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$240,000.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$59,160.00
4.	New maximum contract amount:	\$299,160.00

II. JUSTIFICATION

7. What conditions require that this work be done?

NAC 639.4911

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

This contract is for after hours, weekends and holidays chart ordering when agency pharmacist is not available

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

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor offered the best program at the best price, as determined by the evaluation committee. The agency verified the vendor has a Nevada business license and is in good standing in all areas of the SOS's business requirements.

d. Last bid date: 02/17/2010 Anticipated re-bid date: 11/29/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

2009 to present - NNAMHS - Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

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	akenneso	07/24/2012 12:41:16 PM
Division Approval	rhage1	07/28/2012 10:42:33 AM
Department Approval	mtorvine	07/31/2012 14:55:42 PM
Contract Manager Approval	cweil	08/01/2012 06:58:05 AM
Budget Analyst Approval	bberry	08/09/2012 08:31:08 AM
BOE Agenda Approval	nhovden	08/21/2012 18:13:52 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: 11477	Amendment Number: 1
Agency Name: CHILD AND FAMILY SERVICES DIVISION	Legal Entity Name: Executive Pest Services, LLC
Agency Code: 409	Contractor Name: Executive Pest Services, LLC
Appropriation Unit: 3646-07	Address: P.O. Box 335153
Is budget authority available?: Yes	City/State/Zip: No. Las Vegas, NV 89033
If "No" please explain: Not Applicable	Contact/Phone: null702.321.9547
	Vendor No.: T27020890
	NV Business ID: NV20061525544

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.

<input checked="" type="checkbox"/> General Funds	43.30 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	53.50 %	Bonds	0.00 %
Highway Funds	0.00 %	<input checked="" type="checkbox"/> Other funding	3.20 % Private Insurance

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/12/2010**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved **09/30/2012**

Termination Date:

Contract term: **3 years and 354 days**

4. Type of contract: **Contract**

Contract description: **Pest Control**

5. Purpose of contract:

This is the first amendment to the original contract, which provides monthly pest control services for the office located at 6171 W. Charleston Blvd., Las Vegas. This amendment extends the termination date from September 30, 2012 to September 30, 2014 and increases the maximum amount from \$17,640.00 to \$35,280.00 due to the continued need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$17,640.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$17,640.00
4. New maximum contract amount:	\$35,280.00
and/or the termination date of the original contract has changed to:	09/30/2014

II. JUSTIFICATION

7. What conditions require that this work be done?

For the health and safety of staff, residents and families.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Division of Child and Family services does not have the equipment and/or licensing necessary. No other State agency provides these services.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Because of consistency of price with Executive Pest, one flat fee for any amount of call backs. Preventive wanted \$99 for bed bug and german roach call backs per room and that would not have been cost effective for this location.

d. Last bid date: 09/01/2010 Anticipated re-bid date: 09/01/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 - current; Division of Child and Family Services. Service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
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	dkluever	08/03/2012 15:38:58 PM
Division Approval	dkluever	08/03/2012 15:39:05 PM
Department Approval	mtorvine	08/08/2012 13:29:00 PM
Contract Manager Approval	cphenix	08/13/2012 09:59:34 AM
Budget Analyst Approval	eobrien	08/14/2012 11:04:39 AM
BOE Agenda Approval	nhovden	08/15/2012 17:42:30 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: **13747**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: EM-Assist
Agency Code: 431	Contractor Name: EM-Assist
Appropriation Unit: 3650-16	Address: 90 Blue Ravine Road Suite 180
Is budget authority available?: Yes	City/State/Zip: Folsom, CA 95630
If "No" please explain: Not Applicable	Contact/Phone: Lynn Meland 916/355-1248
	Vendor No.:
	NV Business ID: NV20121352621

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/18/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **09/18/2016**

Contract term: **4 years and 1 day**

4. Type of contract: **Contract**

Contract description: **Environmental WBT**

5. Purpose of contract:

This is a new contract to develop and configure Web Based Training (WBT) courses that address the Nevada Army National Guard Spill Prevention, Control and Countermeasure (SPCC) Plan as mandated.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$78,351.84**

II. JUSTIFICATION

7. What conditions require that this work be done?

Development and configuration of Web Based Training (WBT) courses that address the NVARNG Spill Prevention, Control and Countermeasure (SPCC) Plan as mandated by 40 CFR Part 112 and Hazardous Waste Management are needed.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

We do not have the equipment or expertise to complete this work.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This Vendor was selected by Evaluation Committee for having the highest score based on the following criteria: Demonstrated Competence, Experience in performance of comparable engagements, Expertise and availability of key personnel, Conformance with the terms of the RFP, Reasonableness of cost and Financial Stability.

d. Last bid date: 07/10/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	bhernan2	08/07/2012 17:37:22 PM
Division Approval	jmcentee	08/08/2012 07:22:14 AM
Department Approval	jmcentee	08/08/2012 07:22:17 AM
Contract Manager Approval	bhernan2	08/08/2012 17:24:58 PM
Budget Analyst Approval	jborrowm	08/22/2012 13:33:51 PM
BOE Agenda Approval	jborrowm	08/22/2012 13:33:59 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13755**

Agency Name: ADJUTANT GENERAL & NATL GUARD	Legal Entity Name: HERSHENOW & KLIPPENSTEIN
Agency Code: 431	Contractor Name: HERSHENOW & KLIPPENSTEIN
Appropriation Unit: 3650-10	Address: ARCHITECTS INC
Is budget authority available?: Yes	5485 RENO CORPORATE DR STE 100
If "No" please explain: Not Applicable	RENO, NV 89511-2262
	Contact/Phone: Max Hershenow 775/332-6640
	Vendor No.: T80984709
	NV Business ID: NV19941047730

To what State Fiscal Year(s) will the contract be charged? **2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/12/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/12/2013**

Contract term: **273 days**

4. Type of contract: **Contract**

Contract description: **NLVRC Furnishings**

5. Purpose of contract:

This is a new contract to provide architectural and electrical engineering services, project management and furnishing selection consulting for the North Las Vegas Readiness Center (NLVRC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$60,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

This project involves selections needed to meet unique design features and electrical designed for energy savings.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The architect has the expertise to complete the project.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This architect designed the building.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 done previous work for the Office of the Military as well as other agencies. 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	bhernan2	08/08/2012 14:36:11 PM
Division Approval	jmcentee	08/08/2012 17:02:23 PM
Department Approval	jmcentee	08/08/2012 17:02:25 PM
Contract Manager Approval	bhernan2	08/08/2012 17:26:13 PM
Budget Analyst Approval	jborrowm	08/22/2012 14:49:46 PM
BOE Agenda Approval	jborrowm	08/22/2012 14:49:51 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **11085** Amendment Number: **2**

Agency Name: **DEPARTMENT OF CORRECTIONS** Legal Entity Name: **AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.**

Agency Code: **440** Contractor Name: **AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.**

Appropriation Unit: **3706-50** Address: **1830 E SAHARA AVE STE 111**

Is budget authority available?: **Yes** City/State/Zip: **LAS VEGAS, NV 89104**

If "No" please explain: **Not Applicable** Contact/Phone: **Kathie Pittman 702.347.5835**

Vendor No.: **T81020300A**

NV Business ID: **NV19941053965**

To what State Fiscal Year(s) will the contract be charged? **2011-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/>	General Funds	100.00 %	Fees	0.00 %
	Federal Funds	0.00 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/01/2010**

Anticipated BOE meeting date 08/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2014**Contract term: **4 years**4. Type of contract: **Contract**Contract description: **Third Party Admin.**

5. Purpose of contract:

This is the second amendment to the original contract, which provides third party administration (TPA) services to manage the payment of medical and dental claims to providers not employed by the Department of Corrections. This amendment increases the contract amount from \$815,700 to \$1,606,365 due to the contract extension for these services through June 30, 2014.

6. CONTRACT AMENDMENT

1.	The maximum amount of the original contract:	\$815,700.00
2.	Total amount of any previous contract amendments:	\$0.00
3.	Amount of current contract amendment:	\$790,665.00
4.	New maximum contract amount:	\$1,606,365.00

II. JUSTIFICATION

7. What conditions require that this work be done?

Nevada Department of Corrections (NDOC) provides federally mandated medical care to incarcerated individuals within the correctional system. NDOC requires third party administration services to manage the payment of claims to the medical providers not employed by the Department.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department does not have the personnel, expertise and/or equipment necessary. No other State agency provides these services.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They scored the highest based on the pre-determined evaluation criteria and weights.

d. Last bid date: 02/06/2010 Anticipated re-bid date: 02/06/2014

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY07 - 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	bfarris	08/08/2012 07:10:55 AM
Division Approval	bfarris	08/08/2012 07:11:00 AM
Department Approval	dreed	08/08/2012 07:21:49 AM
Contract Manager Approval	drosenbe	08/09/2012 10:46:17 AM
Budget Analyst Approval	sbrown	08/20/2012 12:11:59 PM
BOE Agenda Approval	sbrown	08/20/2012 12:12:03 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13633**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Bryant's Electronic Servicing & Testing
Agency Code: 440	Contractor Name: Bryant's Electronic Servicing & Testing
Appropriation Unit: 3706-04	Address: 33 Quail Lane
Is budget authority available?: Yes	City/State/Zip: Bishop, CA 93514
If "No" please explain: Not Applicable	Contact/Phone: null760-872-4620
	Vendor No.:
	NV Business ID: NV20101558074

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Equipment Testing**

5. Purpose of contract:

This is a new contract to provide semi-annual, preventative maintenance service on medical equipment located at the following correctional facilities: Ely State Prison, Jean Conservation Camp, Florence McClure Women's Correctional Center, High Desert State Prison, Lovelock Correctional Center, Warm Springs Correctional Center, Southern Desert Correctional Center, Northern Nevada Correctional Center. Services are to include: on-site inspections, calibration of equipment, routine maintenance and in-service training to staff as necessary.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$83,250.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To preserve State property and for the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Department of Corrections employees do not have the expertise and/ or the equipment necessary. No other State agency provides these services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They were the only proposal received.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 thru FY 12, 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	bfarris	07/13/2012 16:24:55 PM
Division Approval	bfarris	07/13/2012 16:25:01 PM
Department Approval	dreed	07/30/2012 14:49:28 PM
Contract Manager Approval	mvarne1	08/01/2012 08:52:30 AM
Budget Analyst Approval	cmurph3	08/06/2012 16:06:15 PM
BOE Agenda Approval	sbrown	08/08/2012 15:35:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13698**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Scroll K/ Vaad Hakashrus
Agency Code: 440	Contractor Name: Scroll K/ Vaad Hakashrus
Appropriation Unit: 3710-04	Address: 1350 Vrain St.
Is budget authority available?: Yes	City/State/Zip: Denver, CO 80204
If "No" please explain: Not Applicable	Contact/Phone: Rabbi Yisroel Rosskamm/Moshe Heisler 303-595-9349
	Vendor No.:
	NV Business ID: NV20121448512

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **07/23/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **Yes**

If "Yes", please explain

This contract is a result of a court negotiated settlement/order. The services of the Scroll K/Vaad Hakashrus are needed before the settlement is final, therefore a retroactive contract is needed.

3. Termination Date: **06/30/2016**

Contract term: **3 years and 343 days**

4. Type of contract: **Contract**

Contract description: **Kosher Food Cert.**

5. Purpose of contract:

This is a new contract to provide koshering of Common Fare kitchens and ongoing rabbinical supervision of kosher food preparation at the following NDOC Institutions: Northern Nevada Correctional Center, Lovelock Correctional Center, Ely State Prison, Florence McClure Women's Correctional Center, High Desert State Prison and Southern Desert Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$387,308.41**

Other basis for payment: FY13 \$95,255.42, FY14 \$96,257.75, FY15 \$97,339.14, FY16 \$98,456.10

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department must provide Kosher certified food to Jewish inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have the staff, expertise, or authorization to perform these tasks. No other State agency offers these services.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120614

Approval Date: 06/28/2012

c. Why was this contractor chosen in preference to other?

This vendor was chosen as a result of a court negotiated settlement.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	bfarris	07/31/2012 12:58:24 PM
Division Approval	bfarris	07/31/2012 12:58:28 PM
Department Approval	dreed	07/31/2012 14:00:37 PM
Contract Manager Approval	drosenbe	07/31/2012 15:43:23 PM
Budget Analyst Approval	cmurph3	08/06/2012 16:39:57 PM
BOE Agenda Approval	sbrown	08/08/2012 16:12:07 PM
BOE Final Approval	Pending	

STATE OF NEVADA
DEPARTMENT OF CORRECTIONS
OFFICE OF THE DIRECTOR
MEMORANDUM

TO: Colleen Murphy, Budget Analyst IV **DATE:** 8/6/12
FROM: Dawn Rosenberg, Chief of Purchasing/Inmate Services
SUBJECT: Retro-active Contract Scroll K/Vaad Hakashrus

The contract between Scroll K/Vaad Hakashrus and Department of Corrections is retro-active to July 23, 2012, in order to support kosher certified food/meals to our Jewish inmates.

As a result of a court negotiated settlement (U.S. District Court – Case no. 2:11-cv-00883-GMN-PAL Howard Ackerman vs. Department of Corrections), the parties jointly agreed that Scroll K/Vaad Hakashrus, currently under contract with the Colorado Department of Corrections, met the requirements. This requires ongoing supervision, certification and required inspections by qualified staff at Scroll K/Vaad Hakashrus.

The services of Scroll K/Vaad Hakashrus are needed before the settlement is final, therefore a retroactive contract is needed.

If you have any questions regarding this contract please contact me at (775) 887-3219.

Your consideration is appreciated.

CONTRACT SUMMARY

(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	Amendment Number: 2
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.

<input checked="" type="checkbox"/> General Funds	39.00 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	61.00 %	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 **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2012**

Contract term: **1 year and 234 days**

4. Type of contract: **Contract**

Contract description: **Correctional Program**

5. Purpose of contract:

This is the second amendment to the original contract which provides 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. This amendment extends the termination date from September 30, 2012 to June 30, 2013 and increases the maximum amount of the contract from \$360,637.91 to \$592,869.91 due to the extension of services to additional inmates/ex-offenders.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$348,667.94
2. Total amount of any previous contract amendments:	\$11,969.97
3. Amount of current contract amendment:	\$232,232.00
4. New maximum contract amount:	\$592,869.91
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?

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 contract is in compliance with the requirements of the grant. Services provided through this contract will be extended to other inmates/ex-offenders that would benefit from the services offered within the new extended time period.

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. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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	dmartine	07/27/2012 12:41:54 PM
Division Approval	bfarris	07/30/2012 07:41:57 AM
Department Approval	bfarris	07/30/2012 07:42:29 AM
Contract Manager Approval	drosenbe	08/07/2012 12:04:46 PM
Budget Analyst Approval	cmurph3	08/08/2012 14:31:22 PM
BOE Agenda Approval	sbrown	08/09/2012 12:47:56 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13707**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Wisan, Smith, Racker & Prescott, LLP
Agency Code: 440	Contractor Name: Wisan, Smith, Racker & Prescott, LLP
Appropriation Unit: 3727-35	Address: 155 North 400 West, Suite 400
Is budget authority available?: Yes	City/State/Zip: Salt Lake City, UT 84103
If "No" please explain: Not Applicable	Contact/Phone: Macray Curtis, CPA (801)9313851
	Vendor No.:
	NV Business ID: NV20091403644
To what State Fiscal Year(s) will the contract be charged?	2013

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	100.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/05/2012**

Contract term: **95 days**

4. Type of contract: **Provider Agreement**

Contract description: **Audit of BLM program**

5. Purpose of contract:

This is a new contract to provide audits by an independent CPA firm in accordance with generally accepted government auditing standards covering financial audits. The BLM program-specific five-year period audit conducted for Silver State Industries in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$14,479.00**

Other basis for payment: Director \$150 per hr, Partner \$210 per hr, In-Charge \$125 per hr, Staff \$120 per hr, out-of-pocket costs \$175

II. JUSTIFICATION

7. What conditions require that this work be done?

Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Audit requirements state that audits shall be conducted by an independent auditor.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was willing to conduct this type of audit and for the lowest price.

d. Last bid date: 06/21/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:

LLP

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddastal	07/30/2012 06:19:09 AM
Division Approval	ddastal	07/30/2012 06:19:12 AM
Department Approval	ddastal	07/30/2012 06:19:15 AM
Contract Manager Approval	ddastal	07/30/2012 06:19:21 AM
Budget Analyst Approval	cmurph3	08/06/2012 17:01:19 PM
BOE Agenda Approval	sbrown	08/08/2012 16:21:11 PM
BOE Final Approval	Pending	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stratford Insurance Group, Inc. 2307 N. Hill Field Rd., Suite 103 Layton, UT 84041 License #: 103899	CONTACT NAME: Jayne Gabaldon	FAX (A/C. No.): (801)337-2280	
	PHONE (A/C. No. Ext): (801)784-4938	E-MAIL ADDRESS: info@sigutah.com	
INSURED Wisam, Smith, Racker, & Prescott, LLP Steve Racker 155 North 400 West Suite 400 Salt Lake City, UT 84103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia		
	INSURER B: Travelers		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00000073-0 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Employee Practices	N	N	PHSD686624	01/01/2012	01/01/2013	1000000	Ded 5,000
B	Prof Liability	N	N	105386904	01/01/2012	01/01/2013	2000000	Ded 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of Nevada Department of Corrections
Silver State Industries
Attn: Diane Dastal
3955 West Russell Road
Las Vegas, NV 89118

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JAY)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
CAMBRIDGE INS SERVICES LLC		PHONE (A/C No, Ext):	FAX (A/C, No):
6440 S WASATCH BLVD #150		E-MAIL ADDRESS:	
SALT LAKE CITY	UT 84121	INSURER(S) AFFORDING COVERAGE	
		INSURER A: AMCO INSURANCE COMPANY	NAIC # 19100
		INSURER B: DEPOSITORS INSURANCE COMPANY	42587
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			ACP BPOD 7505644222	06/01/2012	06/01/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> HA/NO 2,000,000						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named insured on the above listed policy
Hired and Nonowned Auto coverage is provided for under the above listed General Liability policy \$2,000,000 Each Common Cause / \$4,000,000 Aggregate

CERTIFICATE HOLDER	CANCELLATION
WISAN, SMITH, RACKER & PRESCOTT 155 N 400 W STE 400 SALT LAKE CITY UT 84103 - 1150	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Amanda Mitchell

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CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13710**

Agency Name: **DEPARTMENT OF CORRECTIONS**
Agency Code: **440**
Appropriation Unit: **3739-09**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: Western Exterminator Company
Contractor Name: **Western Exterminator Company**
Address: **2943 E. Alexander Rd**
City/State/Zip: **N. Las Vegas, NV 89030**
Contact/Phone: null702-643-0998
Vendor No.:
NV Business ID: NV19951057505

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

X General Funds	100.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**
Anticipated BOE meeting date 09/2012

Retroactive? **No**
If "Yes", please explain

Not Applicable

3. Termination Date: **07/30/2016**
Contract term: **3 years and 333 days**

4. Type of contract: **Contract**
Contract description: **Pest Control Service**

5. Purpose of contract:
This is a new contract to provide regular scheduled pest control services at the following correctional facilities: Carlin Conservation Camp (CCC), Humbolt Conservation Camp (HCC), Lovelock Correctional Center (LCC) and Wells Conservation Camp (WCC).

6. NEW CONTRACT
The maximum amount of the contract for the term of the contract is: **\$56,012.00**

II. JUSTIFICATION

7. What conditions require that this work be done?
For the health and 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 employees do not have the expertise and or equipment necessary to provide pest control services. 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. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?
Western Exterminator had the lowest bid

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY08 -FY12; 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	ssergent	08/01/2012 15:44:50 PM
Division Approval	bfarris	08/02/2012 09:04:21 AM
Department Approval	dreed	08/02/2012 11:26:48 AM
Contract Manager Approval	mvarne1	08/08/2012 09:13:03 AM
Budget Analyst Approval	cmurph3	08/08/2012 15:09:30 PM
BOE Agenda Approval	sbrown	08/09/2012 13:00:10 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13677**

Agency Name: DEPARTMENT OF CORRECTIONS	Legal Entity Name: Schneider Electric Buildings Americas, Inc
Agency Code: 440	Contractor Name: Schneider Electric Buildings Americas, Inc
Appropriation Unit: 3759-09	Address: 1380 Greg St, Suite 224
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: null775-359-9825
	Vendor No.:
	NV Business ID: NV20071402383

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2016**

Contract term: **3 years and 303 days**

4. Type of contract: **Contract**

Contract description: **Temp Control PM**

5. Purpose of contract:

This is a new contract to perform preventative maintenance service on the Network 800 Direct Digital/ LON temperature control system at Lovelock Correctional Center.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$156,440.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

To preserve State property and for the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not currently have enough qualified personnel and/or the equipment necessary to perform these services.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

They were the only proposal received.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY 11 - Current; The 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)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ssergent	07/17/2012 14:24:25 PM
Division Approval	bfarris	07/24/2012 10:19:44 AM
Department Approval	dreed	07/25/2012 13:34:03 PM
Contract Manager Approval	mvarne1	08/16/2012 15:28:02 PM
Budget Analyst Approval	sbrown	08/20/2012 12:36:34 PM
BOE Agenda Approval	sbrown	08/20/2012 12:36:38 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13620**Agency Name: **DEPARTMENT OF CORRECTIONS**Agency Code: **440**Appropriation Unit: **3762-09**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: W.W.Williams Southwest, Inc

Contractor Name: **W.W.Williams Southwest, Inc**Address: **2680 Losee Road**City/State/Zip: **North Las Vegas, NV 89030**

Contact/Phone: null702-399-1890

Vendor No.:

NV Business ID: NV19931048340

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 08/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2016**Contract term: **3 years and 334 days**4. Type of contract: **Contract**Contract description: **Generator PM**

5. Purpose of contract:

This is a new contract to provide preventative maintenance services on the generators located at High Desert State Prison (HDSP), Southern Desert Correctional Center (SDCC), Southern Nevada Correctional Center (SNCC), Florence McClure Womens Correctional Center (FMWCC) and Jean Conservation Camp (JCC).

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$86,034.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

For the health and safety of staff and inmates.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Department of Corrections does not have the expertise and/or equipment necessary. No other State agency offers these services.

9. Were quotes or proposals solicited? **Yes**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

W.W.Williams Southwest, Inc had the most cost effective proposal and demonstrated that they are able to best meet the needs of the Department.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

FY 12, Department of Corrections. 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: 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	ssergent	08/10/2012 10:21:31 AM
Division Approval	bfarris	08/10/2012 10:24:59 AM
Department Approval	dreed	08/10/2012 11:08:32 AM
Contract Manager Approval	mvarne1	08/16/2012 15:20:58 PM
Budget Analyst Approval	sbrown	08/20/2012 12:19:01 PM
BOE Agenda Approval	sbrown	08/20/2012 12:19:05 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13708**

Agency Name: DEPARTMENT OF AGRICULTURE	Legal Entity Name: F.A.A.D. Janitorial
Agency Code: 550	Contractor Name: F.A.A.D. Janitorial
Appropriation Unit: 4554-04	Address: 52 Glen Carran Circle
Is budget authority available?: Yes	City/State/Zip: Sparks, NV 89431
If "No" please explain: Not Applicable	Contact/Phone: Amy de Roode 775-351-2405
	Vendor No.: T27017486
	NV Business ID: NV20041538232

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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 % Funds are Cost Allocated

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**

Anticipated BOE meeting date **08/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **08/31/2013**

Contract term: **354 days**

4. Type of contract: **Contract**

Contract description: **Janitorial Service**

5. Purpose of contract:

This is a new contract to provide ongoing janitorial services at the department's headquarters and laboratories.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,900.00**

Payment for services will be made at the rate of \$1,995.00 per month

Other basis for payment: Plus \$6.60 per month for each additional employee added during SFY13.

II. JUSTIFICATION

7. What conditions require that this work be done?

To provide a clean, safe and healthy workplace at the Sparks Headquarters and laboratories.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

It would be inefficient for the professional staff to vary from their job responsibilities to provide janitorial services.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

The vendors bid was competitive and detailed to provide a good understanding of their proposal.

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DMV Carson City
DMV Greg St. Reno
DETR Fallon
Nevada Historical Society

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, Contract Manager Approval, Budget Analyst Approval, BOE Agenda Approval, and BOE Final Approval.

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13746**

Agency Name: DPS-DIRECTOR'S OFFICE	Legal Entity Name: Evidence Control Systems, Inc.
Agency Code: 650	Contractor Name: Evidence Control Systems, Inc.
Appropriation Unit: 4703-28	Address: 370 W. Lutge Avenue
Is budget authority available?: Yes	City/State/Zip: Burbank, CA 91506
If "No" please explain: Not Applicable	Contact/Phone: Joe Latta 818-846-2963
	Vendor No.:
	NV Business ID: NV20121446012
To what State Fiscal Year(s) will the contract be charged? 2013	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Forfeitures

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2013**

Contract term: **211 days**

4. Type of contract: **Contract**

Contract description: **Evidence Review**

5. Purpose of contract:

This is a new contract to provide for a comprehensive property and evidence process review for the Director's Office of the Department of Public Safety.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$68,900.00**

Other basis for payment: full payment upon completion of review and acceptance by DPS

II. JUSTIFICATION

7. What conditions require that this work be done?

On January 1, 2011, the DPS evidence function was centralized and moved under the direction of the Director's Office. Because the function is now centralized under a single chain of command, it is critical for the statewide Evidence Unit to operate consistently and in accordance with industry best practices. This contract will provide for a review and evaluation of current DPS processes and report that describes any deficiencies and proposed solutions.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Neither DPS employees nor employees of other state agencies have sufficient knowledge of and experience with industry best practices to provide a useful review and evaluation.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This vendor was the only one who submitted a proposal in response to the DPS RFP.

d. Last bid date: 06/22/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	mteska	08/08/2012 09:16:57 AM
Division Approval	mteska	08/08/2012 09:17:01 AM
Department Approval	mteska	08/08/2012 09:17:05 AM
Contract Manager Approval	jbauer	08/08/2012 16:26:03 PM
Budget Analyst Approval	jstrandb	08/09/2012 15:35:55 PM
BOE Agenda Approval	cwatson	08/16/2012 14:47:20 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13685**

Agency Name: **COLORADO RIVER COMMISSION**
 Agency Code: **690**
 Appropriation Unit: **All Budget Accounts - Category 04**
 Is budget authority available?: **Yes**
 If "No" please explain: Not Applicable

Legal Entity Name: **Utility Services, Inc.**
 Contractor Name: **Utility Services, Inc.**
 Address: **P.O. Box 310**
 City/State/Zip: **Waterbury, VT 05676**
 Contact/Phone: **Brian Evans-Mongeon 802-552-4022**
 Vendor No.: **USI**
 NV Business ID: **2722-31359**

To what State Fiscal Year(s) will the contract be charged? **2013-2016**

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 % Power Sales Revenue

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2015**Contract term: **3 years and 29 days**4. Type of contract: **Contract**Contract description: **WECC Review**

5. Purpose of contract:

This is a new contract to conduct a Western Electric Coordinating Council (WECC) readiness review or 'mock audit' of the Commission's electrical systems documentation prior to an actual WECC audit. As an entity with physical interconnections to the regional high voltage electric grid, the Commission is required to adhere to certain reliability standards. These standards are promulgated and enforced by the North American Electric Reliability Corporation (NERC) and its western regional entity, WECC. Entities that are found to be in violation of these standards are subject to penalties and enforcement action. Entities are subject to periodic audits and the Commission anticipates that it will be audited for the first time in 2013. The review will examine the Commission's compliance documentation for completeness, examine the Internal Compliance Program and make suggestions related to these issues. In addition, the contractor will assist the Commission during the audit as needed.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,000.00**

Other basis for payment: \$8,000 for the initial audit review plus travel expenses estimated at \$1,500; time materials for additional work and assistance during the actual audit at published hourly rate.

II. JUSTIFICATION

7. What conditions require that this work be done?

The Commission will be subject to its first WECC compliance audit in calendar 2013. These audits are relatively new and the Commission requires assistance from the vendor to provide a pre-audit review to ensure compliance with the WECC audit and requires assistance during the audit.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is the first audit of its type to which the Commission has been subject. Due to the complete lack of experience with this audit the agency has no expertise related to such an audit. No other state agency is subject to WECC and thus cannot provide the needed assistance. Due to the newness of these audits, adequate experience is very limited even with outside parties.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Lowest qualified responsive bid.

d. Last bid date: 05/23/2012 Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	dbeatty	08/06/2012 15:13:53 PM
Division Approval	dbeatty	08/06/2012 15:13:57 PM
Department Approval	dbeatty	08/06/2012 15:14:01 PM
Contract Manager Approval	dbeatty	08/06/2012 15:14:04 PM
Budget Analyst Approval	jborrowm	08/22/2012 15:18:52 PM
BOE Agenda Approval	jborrowm	08/22/2012 15:18:57 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **CONV6688** Amendment Number: **3**
 Agency Name: **WILDLIFE DIVISION** Legal Entity Name: **U. S. GEOLOGICAL SURVEY**
 Agency Code: **702** Contractor Name: **U. S. GEOLOGICAL SURVEY**
 Appropriation Unit: **4457-28** Address: **Western Ecological Rsch Ctr**
 Is budget authority available?: **Yes** City/State/Zip: **Sacramento, CA 98519**
 If "No" please explain: **Not Applicable** Contact/Phone: **Frank DiMora 9162789480**
 Vendor No.: **PUR0000332D**
 NV Business ID: **N/A**

To what State Fiscal Year(s) will the contract be charged? **2009-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	75.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	25.00 % Upland Game Stamps

Agency Reference #: 09-52

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **12/09/2008**
 Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **12/31/2012**
 Contract term: **4 years and 23 days**

4. Type of contract: **Interlocal Agreement**
 Contract description: **Educational Services**

5. Purpose of contract:
This is the third amendment to the original interlocal agreement for investigation related to sage-grouse habitat preferences within the Virginia Mountains in Washoe County. Habitat within this area has been subjected to wildfire; transmission line development; some suburban development and subsidized predation; and it is important to understand the long-term impacts of these perturbations. Tasks that will be performed include capturing, outfitting with telemetry collars, tracking, physical measurements, identifying predators, etc. The department is working to prevent sage-grouse from becoming listed as an endangered species, which would result in additional federal regulations and negative impacts on development. This work can result in better sage-grouse management practices. This amendment increases the maximum amount from \$117,600 to \$167,600 to fund additional work of the same nature as under the original contract.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$30,000.00
2. Total amount of any previous contract amendments:	\$87,600.00
3. Amount of current contract amendment:	\$50,000.00
4. New maximum contract amount:	\$167,600.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Greater Sage-grouse has been found to be "warranted, but precluded" for listing under the Endangered Species Act by the U.S. Fish and Wildlife Service. Sage-grouse populations in Nevada have been reduced due to a variety of factors including wildfire, invasive species (weeds), pinyon and juniper encroachment, improper livestock grazing practices, wild horse overutilization, urbanization and infrastructure development. Research efforts on the sage-grouse population within the Virginia Mountains area of southern Washoe County allows us to investigate many of these factors and their effects on this particular sage-grouse population. Results can help with more appropriate management practices for larger populations of sage-grouse within Nevada and the Great Basin.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Nevada Department of Wildlife does not have adequate staffing within a designated research branch to be able to conduct this amount of work.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Interlocal contract. U.S. Geological Survey is a government agency that has conducted similar research projects (including this one since December, 2009).

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 U.S. Geological Survey has recently been under contract with the Nevada Department of Transportation and the Nevada Division of Environmental Protection, as well as the Nevada Department of Wildlife. Work has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mkrumena	07/27/2012 10:46:59 AM
Division Approval	mkrumena	07/27/2012 10:47:01 AM
Department Approval	mkrumena	07/27/2012 10:47:04 AM
Contract Manager Approval	mkrumena	07/27/2012 10:47:07 AM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13735**

Agency Name: BUSINESS AND INDUSTRY	Legal Entity Name: READE & ASSOCIATES
Agency Code: 740	Contractor Name: R CHRISTOPHER READE CHTD.
Appropriation Unit: 4681-15	Address: 1333 NORTH BUFFALO DRIVE SUITE 210
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89128
If "No" please explain: Not Applicable	Contact/Phone: ANGELA H. DOWS 702-794-4411
	Vendor No.: T29022061
	NV Business ID: NV20041538428
To what State Fiscal Year(s) will the contract be charged? 2013	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Morgan Stanley Settlement Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **292 days**

4. Type of contract: **Contract**

Contract description: **Admin Law Judge**

5. Purpose of contract:

This is a new contract to provide Administrative Law Judge (ALJ), Hearing Officer, or Impartial Referee services in formal and informal evidentiary hearings. The hearings involve contested cases under Nevada Administrative Procedure Act Chapter 233B of Nevada Revised Statutes, and other hearing and/or Alternative Dispute Resolution statutes that are applicable to the department and its divisions. The ALJ will 1) preside over hearings and appeals 2) ensure the development of a complete and accurate record of the proceedings and 3) render proposed decisions, rulings, or orders based on the proceedings. The ALJ will provide a resource for timely, impartial, and objective adjudication of administrative actions for certain divisions with the Nevada Department of Business and Industry.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$133,301.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Contractor shall bill in 1/10th of an hr increments; Proceedings under NRS 116.625 shall not exceed \$400 without pre approval. All other proceedings amount billed shall not exceed \$800 without preapproval of the contract monitor. Travel shall be reimbursed after pre-approval of the contract monitor. Travel time is not billable.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of appeals and disputes NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Professional Service (As defined in NAC 333.150)**

c. Why was this contractor chosen in preference to other?

Based on selection criteria published in the contract announcement, the candidate was interviewed and possessed the required experience, education and skills to perform the essential functions as outlined in the Scope of Work to act as a neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678 for certain Divisions within the Department of Business and Industry.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Supreme Court-2010-Satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

No b. If "No", please explain:

COMMERCIAL REGISTERED AGENT-OTHER

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	dburn4	08/04/2012 08:38:51 AM
Division Approval	dburn4	08/04/2012 08:38:57 AM
Department Approval	lfiguero	08/15/2012 13:06:25 PM
Contract Manager Approval	dburn4	08/15/2012 13:22:09 PM

Budget Analyst Approval
BOE Agenda Approval
BOE Final Approval

sbarkdul
nhovden
Pending

08/15/2012 15:48:03 PM
08/15/2012 16:43:20 PM

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13772**

Agency Name: BUSINESS AND INDUSTRY	Legal Entity Name: SAMUEL THOMPSON
Agency Code: 740	Contractor Name: SAMUEL THOMPSON
Appropriation Unit: 4681-15	Address: 10417 WELLINGTON MANOR AVENUE
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89129
If "No" please explain: Not Applicable	Contact/Phone: null702-515-0467
	Vendor No.: T29030908
	NV Business ID: APPLIED FOR
To what State Fiscal Year(s) will the contract be charged? 2013	

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Morgan Stanley Settlement Funds

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **292 days**

4. Type of contract: **Provider Agreement**

Contract description: **Admin Law Judge**

5. Purpose of contract:

This is a new contract to provide Administrative Law Judge (ALJ), Hearing Officer, or Impartial Referee services in formal and informal evidentiary hearings. The hearings involve contested cases under Nevada Administrative Procedure Act Chapter 233B of Nevada Revised Statutes, and other hearing and/or Alternative Dispute Resolution statutes that are applicable to the department and its divisions. The ALJ will 1) preside over hearings and appeals 2) ensure the development of a complete and accurate record of the proceedings and 3) render proposed decisions, rulings, or orders based on the proceedings. The ALJ will provide a resource for timely, impartial, and objective adjudication of administrative actions for certain divisions with the Nevada Department of Business and Industry.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$133,301.00**

Payment for services will be made at the rate of \$100.00 per hour

Other basis for payment: Contractor shall bill in 1/10th of an hr increments; Proceedings under NRS 116.625 shall not exceed \$400 without pre approval. All other proceedings amount billed shall not exceed \$800 without preapproval of the contract monitor. Travel shall be reimbursed after pre-approval of the contract monitor. Travel time is not billable.

II. JUSTIFICATION

7. What conditions require that this work be done?

Independent third party resolution of appeals and disputes NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Necessary to have neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678

- 9. Were quotes or proposals solicited? No
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):
Not Applicable

b. Solicitation Waiver: Professional Service (As defined in NAC 333.150)

c. Why was this contractor chosen in preference to other?

Based on selection criteria published in the contract announcement, the candidate was interviewed and possessed the required experience, education and skills to perform the essential functions as outlined in the Scope of Work to act as a neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548,604A,604B,645A,645B,645E,645F,649,657-671, and 673-678 for certain Divisions within the Department of Business and Industry.

d. Last bid date: 06/18/2012 Anticipated re-bid date: 06/30/2013

- 10. Does the contract contain any IT components? No

III. OTHER INFORMATION

- 11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

Yes

See the attached Authorization to Contract form for details.

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

- 12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

- 13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

- 14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Sole Proprietor

- 15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

- 16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

Yes

- 17. Not Applicable

- 18. Agency Field Contract Monitor:

- 19. Contract Status:

Contract Approvals:

Table with 3 columns: Approval Level, User, Signature Date. Rows include Budget Account Approval, Division Approval, Department Approval, and Contract Manager Approval.

Budget Analyst Approval
BOE Agenda Approval
BOE Final Approval

sbarkdul
nhovden
Pending

08/23/2012 11:19:02 AM
08/23/2012 16:05:49 PM

Authorization to Contract with a Former Employee

Former Employee Name:	<u>Samuel A. Thompson</u>
Former Employee ID number:	<u>34937</u>
Former Job Title:	<u>Chairman, Public Utilities Commission</u>
Former Employing Agency:	<u>State of Nevada Public Utilities Commission</u>
Former Class and Grade:	<u>Unclassified</u>
Employment Dates:	<u>January 3, 2006 – January 29, 2011</u>
Contracting Agency:	<u>State of Nevada Department of Business and Industry</u>

Please check which of the following applies:

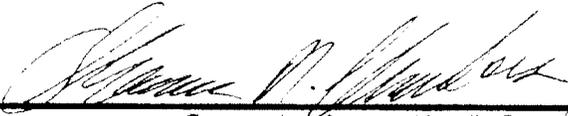
Contract is with a former State employee (contractor) or a temporary employment agency providing a former employee. Please complete steps a-i below.

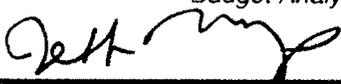
Contract is with an entity (contractor) other than a temporary employment agency that employs a former State employee who will be performing any or all of the contracted services. Please complete all steps except f-h below.

a. Summarize scope of contract work.	Neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548, 604A, 604B, 645A, 645B, 645E, 645F, 649, 657-671, and 673-678.
b. Document former job description.	Chairman of the Nevada Public Utilities Commission.
c. Is the former employee being hired because of their specialized knowledge of the agency's operations? Is there a clause in the contract for transfer of the specialized knowledge of the contracting agency and a time frame for the transfer?	No. Based on selection criteria published in the contract announcement, the candidate was interviewed and possessed the required experience, education and skills to perform the essential functions as outlined in the Scope of Work to act as a neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548, 604A, 604B, 645A, 645B, 645E, 645F, 649, 657-671, and 673-678 for certain Divisions within the Department of Business and Industry.
d. Explain why existing State employees within your agency cannot perform this function.	Necessary to have neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548, 604A, 604B, 645A, 645B, 645E, 645F, 649, 657-671, and 673-678.
e. Document if the individual overseeing or establishing	No.

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.	
f. List contractor's hourly rate.	\$100.00 per hour billed in 1/10 of an hour increments.
g. List the range of comparable State employee rates.	Administrative Law Judge Employer/Employee Plan is \$49.91 per hour. Administrative Law Judge Employer Plan is \$44.62 per hour.
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?	Interim Finance Committee approved Work Program #C23033 for contract Administrative Law Judge/Hearing Officer for FY 2013. Funds for Work Program were transferred to the Department of Business and Industry from Attorney General's Office as a result of a settlement between the State of Nevada and Morgan Stanley. Department of Human Resources Management also contracts with attorneys to serve as hearing officers at the rate of \$100.00 per hour, which has been approved by the Board of Examiners. Contract is scheduled to end on 6/30/2013, unless full amount of funds are utilized before that date.
i. Document justification for hiring contractor.	Necessary to have neutral fact-finder and decision maker in appeals and disputes under NRS 116.625, 232.548, 604A, 604B, 645A, 645B, 645E, 645F, 649, 657-671, and 673-678.

Comments:

7-10-12  Deputy Director for Administration
 Contracting Agency Head's Signature and Date Business and Industry
 7-10-12

 Budget Analyst
 Clerk of the Board of Examiners 8/14/12

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13744**

Agency Name: **INSURANCE DIVISION**

Agency Code: **741**

Appropriation Unit: **3802-10**

Is budget authority available?: **Yes**

If "No" please explain: **Not Applicable**

Legal Entity Name: **NEVADA INSURANCE GUARANTY**

Contractor Name: **NEVADA INSURANCE GUARANTY ASSOCIATION**

Address: **3821 W CHARLESTON BLVD STE 100**

City/State/Zip: **LAS VEGAS, NV 89102**

Contact/Phone: **BRUCE GILBERT 702/368-0607**

Vendor No.: **T29008583**

NV Business ID: **88-0134332**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? 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 %

INSOLVENCY ASSESSMENTS COLLECTED FROM SELF-INSURED EMPLOYERS AND ASSOCIATIONS

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **01/01/2013**

Anticipated BOE meeting date **10/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2016**

Contract term: **4 years**

4. Type of contract: **Contract**

Contract description: **Professional Service**

5. Purpose of contract:

This is a new contract which provides administration of claims when a self-insured employer or association of self-insured employers becomes insolvent. In addition, it consolidates administrative activity and avoids duplication of expenses incurred by eliminating the use of multiple Third Party Administrators.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$550,000.00**

Payment for services will be made at the rate of \$45.00 per hour/admin services

Other basis for payment: \$100/hour professional/managerial services, \$875/per 18 month term for open indemnity files, \$250/per 18 month term for open medical file

II. JUSTIFICATION

7. What conditions require that this work be done?

The administration of workers' compensation claims when self-insured employer or association of self-insured employers becomes insolvent.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Self-Insured Workers' Compensation Section oversees these transactions and it would be a conflict of interest. The Division of Insurance does not have the expertise and the manpower to administer claims nor the facility for long-term record storage.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**

Approval #: 120704

Approval Date: 07/09/2012

c. Why was this contractor chosen in preference to other?

In passing AB338, the 2005 Legislative Session specifically authorized NIGA to perform these administrative services. Only NIGA is so authorized in statute (NRS 687A.060).

d. Last bid date: Anticipated re-bid date: 01/01/2016

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

NIGA has been under contract to Division of Insurance since April 2006 and 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other **NOT FOR PROFIT STATUTORY ENTITY**

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

No b. If "No", is an exemption on file with the Nevada Secretary of State's Office?

No If "No", to a. AND b., please explain why the contractor does not have an SBL or an exemption.

NRS 687A.040 CREATED THE NEVADA INSURANCE GUARANTY ASSOCIATION AND STATES THAT IT IS A NON-PROFIT, UNINCORPORATED LEGAL ENTITY.

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

No b. If "NO", please explain.

NRS 687A.040 CREATED THE NEVADA INSURANCE GUARANTY ASSOCIATION AND STATES THAT IT IS A NON-PROFIT, UNINCORPORATED LEGAL ENTITY.

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ddennis	08/07/2012 13:47:40 PM
Division Approval	ddennis	08/07/2012 13:47:44 PM
Department Approval	dburn4	08/08/2012 08:48:57 AM
Contract Manager Approval	ddennis	08/08/2012 08:57:52 AM
Budget Analyst Approval	sbarkdul	08/16/2012 07:10:13 AM
BOE Agenda Approval	nhovden	08/21/2012 17:09:01 PM



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:
120704

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 Business & Industry
Division of Insurance
Terri Chambers, Chief Insurance Examiner, Self-Insurance
(775) 687-0777
tchambers@doi.state.nv.us

- b. Vendor contact information:

Bruce W. Gilbert, Executive Director
Nevada Insurance Guaranty Association (NIGA)
3821 W. Charleston Blvd., Suite 100
Las Vegas, NV 89102-1895
(702) 368-0607
BGilbert@niga-pc.org

- 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 administration of workers' compensation claims of insolvent self-insured employers and associations of self-insured employers. Administration and payment of these claims are provided for through the Insolvency Fund for Self Insured Employers (NRS 616B.309) and the Insolvency Fund for Associations of Self-Insured Employers (NRS 616B.443). Services performed include receipt of claim inventory following insolvency, electronic imaging and storage of closed claim files, and long term record storage.
3. Describe the unique qualification required for the service or good to be purchased: NIGA is the only agency in the state with the responsibility under statute to handle the workers' compensation claims of insolvent insurance carriers. They have the contracts in place for third party administrators, file storage, and document imaging. In addition, they have the unique expertise for managing these types of claims.
4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify: NIGA has no competitor. NIGA is the only agency of this type in the state. Furthermore, they are a non-profit entity and their Board prohibits NIGA from making a profit on the contract with the DOI.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid: If the request is not approved, the DOI would be unable to pay NIGA for the administration of workers' compensation claims. Claims must be paid according to statute and must be paid timely or administrative fines will be assessed from the Division of Industrial Relations. Injured workers' depend on the Insolvency Fund to maintain the continuation of their benefits.
6. What market research was conducted to substantiate that there is no competition for the service or good? NIGA has no competitor for this type of administration.
7. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation? NIGA has no competitors for this type of work. Their Board prohibits them from making a profit from their relationship with the DOI. Their quote is strictly based upon their actual costs.
8. What is the estimated value and length of the contract, amendment or request? \$550,000.00 over a contract period of four years. (January 1, 2013 thru December 31, 2016)
 - a. New contract Y N
 - b. Amendment Y N Amendment No. _____
{provide copy of previous waiver(s)}

Division of Insurance

hereby requests approval for

Nevada Insurance Guaranty
Association

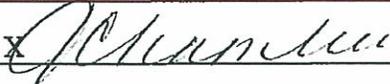
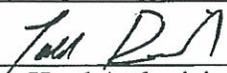
Requesting agency

Proposed vendor

to provide the service/good for the amount and term as described above.

By signing below I hereby certify that the information provided in this form is true and accurate to the best of my knowledge.

Signed:

	
Agency Representative Initiating Request	Date 7-9-12
X 	7/9/12
Agency Head Authorizing Request	Date

State of Nevada, State Purchasing has solicited a review of your request from another agency/entity. The signature below indicates that agency/entity has reviewed the information submitted. This signature does not exempt your agency from any other processes that may be required.

Signed:

<input checked="" type="checkbox"/> <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:

<input checked="" type="checkbox"/> <i>Hug Smith</i>	<i>7-9-12</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: **13749**

Agency Name: DEPARTMENT OF TRANSPORTATION	Legal Entity Name: DEPARTMENT OF PUBLIC SAFETY
Agency Code: 800	Contractor Name: DEPARTMENT OF PUBLIC SAFETY
Appropriation Unit: 4660-06	Address: OFFICE OF TRAFFIC SAFETY 107 JACOBSEN WAY
Is budget authority available?: Yes	City/State/Zip: CARSON CITY, NV 89711
If "No" please explain: Not Applicable	Contact/Phone: null775/684-7476
	Vendor No.: D65800000
	NV Business ID: N/A

To what State Fiscal Year(s) will the contract be charged? **2013-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
X Federal Funds	95.00 %	Bonds	0.00 %
X Highway Funds	5.00 %	Other funding	0.00 %

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2013**

Contract term: **1 year and 121 days**

4. Type of contract: **Interlocal Agreement**

Contract description: **Highway Safety Plan**

5. Purpose of contract:

This is a new interlocal agreement to provide ongoing support data and other information which will continue the statewide paid media enhancement for distracted driving, impaired driving, and pedestrian safety; and expand the high visibility enforcement of Strategic Highway Safety Plan critical emphasis areas.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$800,000.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

23 USC Part 104(b)(5) authorizes the Secretary of Transportation to apportion funds for the Highway Safety Improvement Program (HSIP). Pursuant to 23 USC Part 148(e), the state may implement a Strategic Highway Safety Plan (SHSP) as part of its HSIP targeted at the State's most serious road transportation safety problems; and allows states to flex ten percent (10%) of those funds for non-infrastructure activities.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The purposes of 23 USC Part (c)(2) are 1) to develop a statewide coordinated safety plan that provides a comprehensive framework for reducing highway fatalities and serious injuries on all public roads; 2) to develop the safety plan in coordination with local, state, federal, and private sector safety stakeholders; 3) to ensure the plan is a data driven, four to five year comprehensive plan that establishes statewide goals, objectives and key emphasis areas, and integrates the four "E's" - engineering, education, enforcement, and emergency medical services; and 4) to allow all highway safety programs in the State to work together in an effort to align and leverage its resources.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

No If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Not Applicable

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a: Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	mstewa10	08/08/2012 08:55:22 AM
Division Approval	mstewa10	08/08/2012 08:55:26 AM
Department Approval	mstewa10	08/08/2012 08:55:29 AM
Contract Manager Approval	mstewa10	08/08/2012 08:55:32 AM
Budget Analyst Approval	cwatson	08/17/2012 09:02:48 AM
BOE Agenda Approval	cwatson	08/17/2012 09:02:53 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: **13738**

Agency Name: **DEPT OF MOTOR VEHICLES**
Agency Code: **810**
Appropriation Unit: **4722-18**

Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **CLEAR CHANNEL BROADCASTING**
Contractor Name: **CLEAR CHANNEL BROADCASTING**
Address: **FILE 91100**
City/State/Zip: **LOS ANGELES, CA 90074-1100**
Contact/Phone: null702/238-7406
Vendor No.: PUR0001286A
NV Business ID: NV19941059950

To what State Fiscal Year(s) will the contract be charged? **2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	68.00 % Emissions
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	32.00 % Fee Funded

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **06/30/2013**

Contract term: **302 days**

4. Type of contract: **Contract**

Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers on two important subjects: 1) Assist the public in the titling and registering of Off-Highway Vehicles; and 2) How to report smoking vehicles that are polluting the environment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$19,042.00**

II. JUSTIFICATION

7. What conditions require that this work be done?

In the 2011 Legislative Session both the Pollution Control Budget and the Off-Highway Vehicle Program was provided funding for the purpose of educating the public on the DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees to provide this service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

DPS-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	cmunoz	08/07/2012 07:17:21 AM
Division Approval	cmunoz	08/07/2012 07:17:24 AM
Department Approval	dcook	08/07/2012 10:36:13 AM
Contract Manager Approval	hazevedo	08/07/2012 16:26:28 PM
Budget Analyst Approval	cwatson	08/17/2012 09:10:09 AM
BOE Agenda Approval	cwatson	08/17/2012 09:10:14 AM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT1. Contract Number: **13730**Agency Name: **DEPT OF MOTOR VEHICLES**Agency Code: **810**Appropriation Unit: **4741-40**Is budget authority available?: **Yes**

If "No" please explain: Not Applicable

Legal Entity Name: CLEAR CHANNEL OUTDOOR

Contractor Name: **CLEAR CHANNEL OUTDOOR**Address: **4945 JOULE ST**City/State/Zip: **RENO, NV 89502-4120**

Contact/Phone: null775/856-0220

Vendor No.: PUR0004687B

NV Business ID: NV19981236769

To what State Fiscal Year(s) will the contract be charged? **2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	X	Fees	59.00 % Emissions
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %	X	Other funding	41.00 % Fee Funded

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **06/30/2013**Contract term: **302 days**4. Type of contract: **Contract**Contract description: **Media Contract**

5. Purpose of contract:

This is a new contract for the purpose of delivering information to our DMV customers on two important subjects: 1) Assist the public in the titling and registering of Off-Highway Vehicles; and 2) How to report smoking vehicles that are polluting the environment.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$22,992.00****II. JUSTIFICATION**

7. What conditions require that this work be done?

In the 2011 Legislative Session both the Pollution Control Budget and the Off-Highway Vehicle Program was provided funding for the purpose of educating the public on the DMV related information.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees available to provide this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contract is one of a number of contractors chosen that offered an advertising schedule with cost-effective audience reach and message frequency. This contractor is one piece in an annual public education campaign supported by other contractors. The Department is contracting with every response.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	cmunoz	08/07/2012 07:14:38 AM
Division Approval	cmunoz	08/07/2012 07:14:40 AM
Department Approval	dcook	08/07/2012 10:35:51 AM
Contract Manager Approval	hazevedo	08/07/2012 16:27:08 PM
Budget Analyst Approval	cwatson	08/17/2012 09:09:03 AM
BOE Agenda Approval	cwatson	08/17/2012 09:09:11 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: **CONV5970** Amendment Number: **2**

Agency Name: **DEPT OF MOTOR VEHICLES** Legal Entity Name: **Intellectual Technology Inc.**

Agency Code: **810** Contractor Name: **Intellectual Technology Inc.**

Appropriation Unit: **4741-24** Address: **1926 Kellog Ave, Ste A**

Is budget authority available?: **Yes** City/State/Zip: **Carlsbad, CA 92008**

If "No" please explain: **Not Applicable** Contact/Phone: **Craig Litchin 7604769100**

Vendor No.: **T27006453**

NV Business ID: **NV20101412115**

To what State Fiscal Year(s) will the contract be charged? **2009-2018**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
X Highway Funds	100.00 %	Other funding	0.00 %

Agency Reference #: **ZA0413**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/08/2008**

Anticipated BOE meeting date **08/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **09/30/2014**

Contract term: **9 years and 24 days**

4. Type of contract: **Contract**

Contract description: **Speciality Services**

5. Purpose of contract:

This is the second amendment to the original contract, which provides for the production, printing and issuance of registration decals, vehicle registration renewal certificates, Motor Carrier International Registration Plan (IRP) and vehicle identification cab cards. This amendment extends the termination date from September 30, 2014 to September 30, 2017 and increases the maximum amount from \$2,741,744 to 4,591,299 to allow for the installation and implementation of a Print on Demand System that will enable the DMV offices statewide to print decals and forms at the time of sale.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$2,741,744.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$1,849,555.00
4. New maximum contract amount:	\$4,591,299.00
and/or the termination date of the original contract has changed to:	09/30/2017

II. JUSTIFICATION

7. What conditions require that this work be done?

The Department is required by statute to furnish vehicle registration decals and certificates for all vehicles registered in the State. The decal identifies the month and year of the vehicle registration expiration. Due to an audit by the Legislative Counsel Bureau in 2011 it was identified that significant improvements in the Department's control over registration decals and one of the recommendations was to look into the benefits of utilizing Print on Demand.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

There are no State employees to provide this service.

9. Were quotes or proposals solicited? No

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

This is an amendment-service has been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Foreign Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	cmunoz	07/09/2012 16:30:52 PM
Division Approval	cmunoz	07/09/2012 16:30:54 PM
Department Approval	akeillor	07/09/2012 16:36:45 PM
Contract Manager Approval	hazevedo	07/11/2012 11:59:26 AM
Budget Analyst Approval	cwatson	08/17/2012 09:01:28 AM
BOE Agenda Approval	cwatson	08/17/2012 09:01:33 AM

Carla L. Watson

From: Kimberlee Tarter
Sent: Friday, July 20, 2012 12:43 PM
To: Carla L. Watson
Cc: 'Heidi Azevedo'
Subject: Re: ITI Decal Contract (RFP 1720)

Heidi,

The Purchasing Division has reviewed the information presented below, and after consulting with the Division's legal counsel, agrees to support the DMV's request to modify the scope of work as contemplated in the original RFP and the associated time extension.

Regards,

Kimberlee

~~~~~  
~~~~~

From: Heidi Azevedo [<mailto:HAzevedo@dmv.nv.gov>]
Sent: Friday, December 02, 2011 3:36 PM
To: Kimberlee Tarter
Cc: Cherie McDowell
Subject: RE: ITI Decal Contract (RFP1720)

Currently, the Department contracts with ITI for license plate decals. The majority of the decals are pre-printed in bulk with sequential decal numbers and supplied to all of our branch offices, DMV pays for each pre-printed decal whether or not they are ever issued to a vehicle. The current methodology creates waste and the loss of per decal fees paid to ITI for unused decals. Additionally, pre-printed decals are at risk for fraudulent use as they are printed in bulk and are difficult to secure. Any unused decals must be securely destroyed.

Currently, only vehicle registration renewals conducted via the Kiosk or on-line renewal are "print on demand" and therefore more secure and with zero loss of per decal fee. When a customer renews his/her vehicle registration at the Kiosk, the Kiosk prints the decal on the spot and the decal number printed on the decal matches the license plate number, which helps prevent fraudulent use. Similarly, on-line renewals are sent via batch program to a dedicated printer that produces a decal for each on-line renewal in the batch with the specific plate number on the decal.

The Department is considering "print on-demand" for all vehicle registration renewals to potentially reduce fraud as well as potentially create a cost savings. "Print on-demand" was mentioned in the RFP as a solution that may be considered in the future. ITI has agreed to provide "print on-demand" printers at each DMV Tech station in our branch offices, for mail-in renewals, Assessor's Offices, Emission Stations, etc.

The current ITI contract is due to expire on September 30, 2014. Is it possible to extend the contract an additional 3 years in order to roll out print-on-demand as detailed above? it is a 6 year contract. The original was for 4 years, and then we extended for an additional 2 years because they agreed to the Governor's request to reduce the cost by 15%.

Thank you,

Heidi Azevedo
DMV/ Contract Manager

Phone: 775-684-4504
Fax: 775-684-4518
hazevedo@dmv.nv.gov

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: 12049	Amendment Number: 2
Agency Name: REHABILITATION DIVISION	Legal Entity Name: BULLS EYE TECHNICAL SERVICE
Agency Code: 901	Contractor Name: BULLS EYE TECHNICAL SERVICE
Appropriation Unit: 3253-10	Address: 3871 S VALLEY VIEW BLVD STE 64
Is budget authority available?: Yes	City/State/Zip: LAS VEGAS, NV 89103-2914
If "No" please explain: Not Applicable	Contact/Phone: Brian Bresee 702/658-4454
	Vendor No.: T29024622
	NV Business ID: NV20031239700

To what State Fiscal Year(s) will the contract be charged? **2011-2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Business Enterprises Set-Aside

Agency Reference #: 1638-12-BEN

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/14/2011**
 Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **06/30/2013**
 Contract term: **2 years and 17 days**

4. Type of contract: **Contract**
 Contract description: **Appliance Service**

5. Purpose of contract:

This is the second amendment to the original contract, which provides ongoing repair and maintenance of commercial kitchen appliances such as hot dog rollers, deep fryers, blenders, coffee makers, dishwashers, commercial toasters, can openers, ovens, fryers, steam wells, and convection ovens at any southern Nevada Business Enterprises of Nevada location. This amendment increases the maximum amount from \$27,500 to \$42,500 due to an increased need for these services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$20,000.00
2. Total amount of any previous contract amendments:	\$7,500.00
3. Amount of current contract amendment:	\$15,000.00
4. New maximum contract amount:	\$42,500.00

II. JUSTIFICATION

7. What conditions require that this work be done?

The Business Enterprises of Nevada program sites have on-going needs for kitchen equipment maintenance and repair in order to maintain the sites without interruption of services to the public and building staff.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

State employees do not possess the time, expertise, or licensing required to service kitchen equipment.

9. Were quotes or proposals solicited? Yes
Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Six vendors were solicited and this contractor is one of four respondents. All four will be added to form a pool of vendors.

d. Last bid date: 01/21/2011 Anticipated re-bid date: 01/21/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Bullys Eye Technical Services is currently performing satisfactory service for the department's Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada and has been since December 2010.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	07/19/2012 15:48:14 PM
Division Approval	mcol1	08/03/2012 11:25:04 AM
Department Approval	tnash	08/06/2012 16:40:37 PM
Contract Manager Approval	bfor1	08/08/2012 09:46:06 AM
Budget Analyst Approval	knielsen	08/13/2012 11:30:24 AM
BOE Agenda Approval	cwatson	08/17/2012 14:04:52 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: **13734**

Agency Name: REHABILITATION DIVISION	Legal Entity Name: CAPGEMINI GOVERNMENT SOLUTIONS
Agency Code: 901	Contractor Name: CAPGEMINI GOVERNMENT SOLUTIONS
Appropriation Unit: 3265-51	Address: LLC
Is budget authority available?: Yes	2250 CORPORATE PARK DR STE 410
If "No" please explain: Not Applicable	City/State/Zip: HERNDON, VA 20171-2889
	Contact/Phone: Joe Moye 571/336-1610
	Vendor No.: T32001021
	NV Business ID: NV2010123337

To what State Fiscal Year(s) will the contract be charged? **2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

<input checked="" type="checkbox"/> General Funds	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/> Federal Funds	78.70 %	Bonds	0.00 %
Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1758-13-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **03/31/2013**

Contract term: **211 days**

4. Type of contract: **Contract**

Contract description: **RAISON system connec**

5. Purpose of contract:

This is a new contract to provide for the development and installation of computer hardware and software needed to achieve a totally paperless case management system for the Rehabilitation Division's case files; determine and complete system connectivity between the document imaging application and the current Rehabilitation Administration Information System of Nevada; and identify and implement the document workflow stream of processing Rehabilitation vendor invoices.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,331,549.40**

Other basis for payment: The cost includes \$1,025,000 in CapGemini delivery services and a not to exceed amount of \$306,549.40 in associated hardware and software. The State will make payments after completed deliverables are received, reviewed, and accepted in writing by the State. Each billing must consist of an invoice and the State approved project deliverable sign-off form. Payments will be made upon submittal of approved invoice(s) for each completed and State accepted deliverable, with the total Contract not to exceed \$ 1,331,549.40.

II. JUSTIFICATION

7. What conditions require that this work be done?

The department is in the process of replacing the current Unemployment Insurance (UI) legacy program. It is necessary for the Rehabilitation Division to use the same technology in order to be compatible with the new UI-NV program.

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, experience, or resources needed in order to complete this project.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Sole Source Contract (As Approved by Chief of Purchasing)**
Approval #: 12076
Approval Date: 07/19/2012

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

CapGemini is currently under contract with the department for the UI-NV legacy upgrade and has performed satisfactorily.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Other **Foreign Corporation-Limited Liability**

15. a. Is 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	08/06/2012 10:35:53 AM
Division Approval	mcol1	08/06/2012 12:59:01 PM
Department Approval	tnash	08/06/2012 13:04:32 PM
Contract Manager Approval	bfor1	08/10/2012 13:00:29 PM
DoIT Approval	lmuelle1	08/13/2012 10:02:31 AM
Budget Analyst Approval	knielsen	08/15/2012 15:20:46 PM
BOE Agenda Approval	cwatson	08/17/2012 13:56:34 PM
BOE Final Approval	Pending	



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:
120706

SOLICITATION WAIVER REQUEST FORM

- 1. a. Identify State agency and the contact person's name, title, telephone number and email address for this request: Maureen Cole, Administrator
1370 S. Curry St.
Carson City, NV 89703
775-684-4093
mkcole@nvdetr.org

b. Vendor contact information:

Michael O'Malley, Principal, Public Sector
Capgemini Government Solutions
2250 Corporate Park Drive, Suite 410
Herndon, VA USA 20171
Mobile: (512) 924-1201 | Fax: (571) 336-1700
E-mail: michael.omalley@capgemini-gs.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 contractor will develop computer hardware and software needed to achieve a totally paperless case management system for the approximately 6,500 case files the Rehabilitation Division manages each year. Vendor technology consulting services will be used to complete hardware and software installs, determine and complete system connectivity between the document imaging application and RAISON, the current Rehabilitation Administration Information System of Nevada, and identify and implement the document workflow stream for processing Rehabilitation vendor invoices. The workflow stream will allow the Division management to identify work volumes and completion cycles, resolve potential process bottlenecks and monitor caseload vendor invoice metrics. Through a centralized document scanning station, all incoming mail and agency generated documentation will be centrally collected, and sent to an internal work distribution center where the documents will be sorted, prepped, scanned, indexed and sent to the respective paperless files for use by case workers, utilizing a system that replicates much of the paperless system currently built for DETR's Employment Security Division's (BSD's) unemployment insurance modernization, UINV, project. Using a common web browser and image viewer, authorized caseworkers will securely access and view document images related to their assigned cases.

3. Describe the unique qualification required for the service or good to be purchased:

DETR will integrate its current electronic document imaging system and related service currently in place for the Department's Employment Security Division (ESD) to implement a new Work Distribution Center and electronic document imaging component for the Rehabilitation Division. DETR previously selected Capgemini to design and implement the \$30 million unemployment insurance modernization (Uinv) project currently underway. Following a rigorous competitive RFP bidding process, DETR selected Capgemini based on overall project approach and cost. Having configured and implemented two (2) new Uinv Work Distribution Centers for DETR and after installing and initiating the current electronic document imaging system in use at DETR, DETR is seeking to leverage the vendor's knowledge of the new imaging system and of DETR's technology infrastructure to further assist the Rehabilitation Division accomplish a similar objective. It is expected that the vendor will be able to save time and effort by replicating much of the work already completed for ESD, thus decreasing overall expense for new programming and implementation that will be necessary to successfully link the imaging system to Rehabilitation's existing RAISON application and enhance RAISON's capabilities. Since the new Uinv program code and design was created by Capgemini for DETR's Employment Security Division, the vendor and DETR are able to leverage the intellectual property for the Rehabilitation Division, thus saving the division and the state time and effort.

4. Explain why this service or good cannot be competitively bid; if an emergency purchase please justify:

This project is not adaptive to the competitive bid process nor would it be in the best interests of the state to do so. DETR seeks to implement a fully integrated document management system for its two largest divisions as envisioned by the Workforce Investment Act of 1998, as amended. To achieve this purpose at the lowest cost with the greatest utility to the state, DETR seeks to utilize the programming and processes being implemented as part of the Univ project. If another vendor were to design and build a separate system for the Rehabilitation Division, it would no doubt substantially increase the cost and take longer as any vendor new to DETR's systems and applications already in place would have to become familiar with that environment in order to integrate the new application seamlessly into the existing systems. It is doubtful whether the current Univ vendor, Capgemini, would be willing to allow a second vendor access to their proprietary design, programming and coding. A new vendor would therefore likely need to duplicate design and programming code already completed as part of the Uinv project. Having two (2) vendors operating in the same development environment and attempting to complete and work on the same system components is extremely risky to DETR's Uinv project currently underway and would likely result in a failed effort.

In addition, both ESD and the Rehabilitation Division deal with sensitive, confidential, and personally identifiable data. In order to safeguard this data from unauthorized access and misuse, a single security apparatus is preferable to duplicate systems which may not operate harmoniously and could create vulnerabilities and additional risk for the state. The use of Capgemini to develop and implement the Rehabilitation Division's document management system allows for a single security system which will provide a greater level of safety for this data.

5. What are the potential consequences to the State of Nevada if the waiver request is denied and the service or good is competitively bid:

This project is not adaptive to the competitive bidding process nor is it in the best interests of the state to seek competitive bids at this juncture. If another vendor were selected, it is likely to cost more and

take longer as any vendor new to DETR's systems and applications already in place would have to become familiar with that environment in order to integrate the new application seamlessly into the existing systems. In addition, the introduction of multiple large-scale vendors into a single project development environment reduces accountability as each may blame the other for malfunctions or incompatibilities

that turn up during and after the completion of the project. This would increase risk and cost to the state and agency in resolving such problems. The risk of two (2) vendors operating in DETR's Univ electronic imaging development environment would be too high to accept, and creating a new additional development environment would cost extra for equipment and licensing.

5. 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.

Bringing in a new vendor at this point in time when a tier-one vendor is already in place will result in unnecessary expense, effort and project risk as the new vendor would have to get established in the existing imaging system development environment and attempt to duplicate programming work already completed by Capgemini; work that is more economically replicated by Capgemini for the Rehabilitation Division's needs. Delays to this project may negatively impact the State's ability to access the federal funds provided to assist Nevadans with disabilities find employment and become more self-sufficient and economically independent of state and federal benefits. The federal funds have an expiration that is quickly approaching. If the expenditure of the federal funds for this project that the Interim finance committee (IFC) approved on June 21, 2012 are not spent, the funding will be relinquished back to the Federal Government.

6. How did your agency determine that the price/cost is fair or reasonable absent a competitive solicitation?

The cost estimate was developed using information obtained from DETR's competitive RFP process and the winning bid from Capgemini. Thus far, Capgemini has implemented two (2) Work Distributions Centers (WDCs) for DETR's Univ modernization project including one for the ESD Contributions unit and one for the ESD Benefits unit. Working closely with DETR, Capgemini acquired necessary document imaging hardware, software and licensing components needed to create and implement both WDC environments. DETR had an inside view of these third party acquisitions and purchases. Today, approximately 400 ESD end-users access and view millions of electronic documents used by Univ. Additional features and functions are being added to the electronic document processing environment as part of Univ phase II, including OCR/ICR capabilities. DETR will leverage the success and efficiencies gained in Univ paperless document processing for the Rehabilitation Division. Where possible, DETR will leverage existing hardware, software and licensing elements for Rehabilitation, as well as custom imaging routing components put into place for Univ. DETR will replicate and leverage the approach and process by which DETR's Employment Security Division (ESD) scans, indexes and routes documents to appropriate parties.

8. What is the estimated value and length of the contract, amendment or request?
Value= \$1,398,950; time frame= nine (9) months

a. New contract Y X N

b. Amendment Y NX Amendment No. N/A
{provide copy of previous waiver(s)} N/A

Department of Employment, Training
and Rehabilitation, Rehabilitation
Division

hereby requests approval for CapGemini

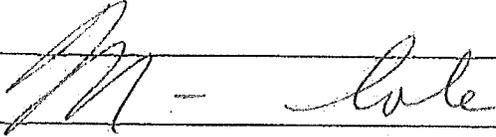
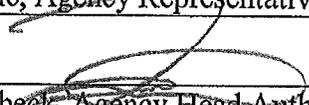
Requesting agency

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.

igned

X		
	Maureen Cole, Agency Representative Initiating Request	Date 7-19-12
X		
	Frank Woodbeck, Agency Head Authorizing Request	Date 7-19-12

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.

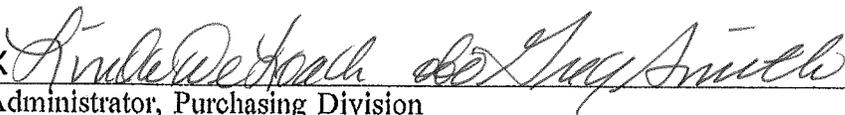
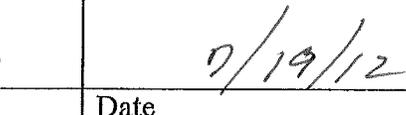
Signed:

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		
	Administrator, Purchasing Division	Date 7/19/12

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: **13597**Agency Name: **REHABILITATION DIVISION**Agency Code: **901**Appropriation Unit: **3265-17**Is budget authority available?: **No**

If "No" please explain: The contract is contingent on IFC approval, anticipated to be August 23, 2012, under Work Program #C24044.

Legal Entity Name: **SAN DIEGO STATE UNIV FOUNDTN**Contractor Name: **SAN DIEGO STATE UNIV FOUNDTN**
Address: **SAN DIEGO ST UNV RESEARCH FND**
5250 CAMPANILE DRCity/State/Zip: **SAN DIEGO, CA 92182-1901**Contact/Phone: **null619/594-5731**Vendor No.: **T81037053B**NV Business ID: **GOVERNMENT ENTITY**To what State Fiscal Year(s) will the contract be charged? **2013-2014**

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	21.30 %	Fees	0.00 %
<input checked="" type="checkbox"/>	Federal Funds	78.70 %	Bonds	0.00 %
	Highway Funds	0.00 %	Other funding	0.00 %

Agency Reference #: **1746-13-REHAB**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **10/01/2012**Anticipated BOE meeting date **09/2012**Retroactive? **No**

If "Yes", please explain

Not Applicable3. Termination Date: **09/30/2013**Contract term: **364 days**4. Type of contract: **Interlocal Agreement**Contract description: **Needs Assessment**

5. Purpose of contract:

This is a new interlocal agreement to perform a comprehensive statewide needs assessment to determine the needs of individuals with disabilities who seek employment and identify the barriers that keep them from successfully achieving employment. The needs assessment team will conduct focus groups, interviews and meetings with consumers, community partners, Workforce Investment Act partners, community rehabilitation training centers and others to determine needs of consumers and strengths and opportunities for improvement within the Rehabilitation Division, Program Services Bureaus.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$35,225.00**

Other basis for payment: Payment to be made upon approval of invoice(s) submitted by June 30, 2013, for the following: Total Direct Costs; Personnel and Fringe @\$25,426, Travel @\$4,890 and Operating Expense @ \$2,300; Total Indirect Cost @ \$2,609. Total contract not to exceed \$35,225 for the term of the contract.

II. JUSTIFICATION

7. What conditions require that this work be done?

Per 34 CFR 361.299, the State plan is required to include results of a comprehensive Statewide Needs Assessment every 3 years describing the rehabilitation needs of individuals with disabilities, seeking to join the workforce, or retain existing employment residing within the State of Nevada.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

This is an interlocal contract with San Diego State University Interwork Institute.

9. Were quotes or proposals solicited? No
 Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Exempt (Per statute)**

c. Why was this contractor chosen in preference to other?

San Diego State University (SDSU), Interwork Institute is Nevada's prescribed Technical Assistance and Continuing Education (TACE) entity, as required by the federal grant making agency, (US Dept. of Ed, RSA). As such, SDSU is uniquely qualified to perform this work, having supplied this service in 2007 and can build upon the previous model developed for Nevada, thereby saving monies and improved service delivery. Interlocal Cooperation Act (NRS Per 277.080-277.180).

d. Last bid date: Anticipated re-bid date:

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 Employment, Training and Rehabilitation, Rehabilitation Division, in 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 not registered with the Nevada Secretary of State's Office because the legal entity is a:
 Governmental Entity

15. Not Applicable

16. Not Applicable

17. Not Applicable

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	tmyler	07/09/2012 15:37:37 PM
Division Approval	mmason	07/09/2012 16:00:27 PM
Department Approval	tnash	07/09/2012 16:02:17 PM
Contract Manager Approval	bfor1	07/31/2012 09:36:44 AM
Budget Analyst Approval	knielsen	08/02/2012 12:26:03 PM
BOE Agenda Approval	sbrown	08/08/2012 16:36:29 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: **13784**

Agency Name: **DEFERRED COMPENSATION**
Agency Code: **920**
Appropriation Unit: **1017-04**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Segal Rogerscasey**
Contractor Name: **Segal Rogerscasey**
Address: **333 West 34th St**
City/State/Zip: **New York, NY 10001-2402**
Contact/Phone: **null775-222-2222**
Vendor No.:
NV Business ID: **NV20041686041**

To what State Fiscal Year(s) will the contract be charged? **2013**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Vendor Reimbursements

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/11/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **12/31/2012**

Contract term: **111 days**

4. Type of contract: **Contract**

Contract description: **Investment Advisory**

5. Purpose of contract:

This is a new contract to provide investment performance review reports, news on investment activities between quarters including capital market research, educate board members on the economic and capital market environment, conduct investment option searches and to negotiate a contract with the selected record keeper.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$24,999.00**

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 who 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:

Lack of required level of knowledge and expertise.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Overall price and most recent experience providing these services to the Program.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

Yes, this vendor provided satisfactory services to the Nevada Deferred Compensation Program approximately 4.25 years ago.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation 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	wsalisp1	08/24/2012 10:04:15 AM
Division Approval	wsalisp1	08/24/2012 10:04:17 AM
Department Approval	wsalisp1	08/24/2012 10:04:19 AM
Contract Manager Approval	csweeney	08/24/2012 10:08:46 AM
Budget Analyst Approval	csawaya	08/24/2012 14:54:59 PM
BOE Agenda Approval	nhovden	08/24/2012 15:04:17 PM
BOE Final Approval	Pending	

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13777**

Agency Name: LICENSING BOARDS & COMMISSIONS	Legal Entity Name: Hillerby & Associates
Agency Code: BDC	Contractor Name: Hillerby & Associates
Appropriation Unit: B007 - All Categories	Address: 4747 Caughlin Parkway, #9
Is budget authority available?: Yes	City/State/Zip: Reno, NV 89519-0906
If "No" please explain: Not Applicable	Contact/Phone: Fred Hillerby 775-332-7660
	Vendor No.:
	NV Business ID: NV19981221232

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to 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 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: BDC

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 09/2012

Retroactive? **Yes**

If "Yes", please explain

Contract start date is on September 1, 2012, Board of Examiners meeting date is September 11, 2012.

3. Termination Date: **07/30/2016**

Contract term: **3 years and 333 days**

4. Type of contract: **Contract**

Contract description: **Legislative Assist**

5. Purpose of contract:

This is a new contract to provide legislative review and monitoring to the Board and assist with legislative testimony and communications.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$75,000.00**

Payment for services will be made at the rate of \$1,500.00 per Month

Other basis for payment: Not applicable

II. JUSTIFICATION

7. What conditions require that this work be done?

The Board requires legal assistance with the Legislative Session.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

NSBDE staff is located in Las Vegas and not able to provide daily monitoring of legislative activities in Carson City.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Hillerby & Associates have been providing legislative monitoring and assistance for many years and have developed a clear understanding of NSBDE.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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	eobrien	08/20/2012 09:47:58 AM
Division Approval	eobrien	08/20/2012 09:48:02 AM
Department Approval	eobrien	08/20/2012 09:48:06 AM
Contract Manager Approval	eobrien	08/20/2012 09:48:11 AM
Budget Analyst Approval	eobrien	08/20/2012 09:48:21 AM
BOE Agenda Approval	nhovden	08/21/2012 17:52:19 PM
BOE Final Approval	Pending	

Nevada State Board of Dental Examiners

Jade A. Miller, D.D.S.
President



J. Stephen Sill, D.M.D.
Secretary-Treasurer

6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

August 15, 2012

State of Nevada
Department of Administration - Budget Division
Attn: Liz O'Brien
209 East Musser Street, Room 200
Carson City, NV 89701-4298

Dear Ms. O'Brien:

Please accept this letter as notice of request to amend the submitted contracts for Hummel & Associates and Hillerby & Associates for a contract retroactive start date to September 1, 2012 and July 1, 2012 respectively. I regret any confusion and delays caused by this request. Thank you sincerely for your efforts to aid us with having these contracts reviewed by the Board of Examiners at the September BOE meeting.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Kelly".

Kathleen J. Kelly
Executive Director

/kjk

cc: File of Hummel & Associates
File of Hillerby & Associates

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: **13778**

Agency Name:	LICENSING BOARDS & COMMISSIONS	Legal Entity Name:	Hummel & Associates
Agency Code:	BDC	Contractor Name:	Hummel & Associates
Appropriation Unit:	B007 - All Categories	Address:	8240 W. Charleston Blvd #3
Is budget authority available?:	Yes	City/State/Zip:	Las Vegas, NV 89117
If "No" please explain:	Not Applicable	Contact/Phone:	Stacie Hummel 702-947-0021
		Vendor No.:	
		NV Business ID:	NV20001389537
To what State Fiscal Year(s) will the contract be charged?	2013-2016		

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 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: Licensing Boards & Commissions

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **09/01/2012**

Anticipated BOE meeting date 09/2012

Retrospective? **Yes**

If "Yes", please explain

Contract start date is on September 1, 2012, Board of Examiners meeting date is September 11, 2012.3. Termination Date: **06/30/2016**Contract term: **3 years and 303 days**4. Type of contract: **Interlocal Agreement**Contract description: **Accounting Services**

5. Purpose of contract:

This is a new contract to provide the Nevada State Board of Dental Examiners general accounting services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$72,000.00**

Payment for services will be made at the rate of \$75.00 per Hour

II. JUSTIFICATION

7. What conditions require that this work be done?

This is a new contract to provide general accounting services to the Nevada State Board of Dental Examiners.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Per NRS 631.190, the Nevada State Board of Dental Examiners may contract for general accounting services.9. Were quotes or proposals solicited? **No**Was the solicitation (RFP) done by the Purchasing Division? **No**

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicableb. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor has provided the Nevada State Board of Dental Examiners general accounting services since 2004 and they are very familiar with the Boards needs.

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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	eobrien	08/20/2012 09:49:44 AM
Division Approval	eobrien	08/20/2012 09:49:46 AM
Department Approval	eobrien	08/20/2012 09:49:51 AM
Contract Manager Approval	eobrien	08/20/2012 09:49:55 AM
Budget Analyst Approval	eobrien	08/20/2012 09:50:00 AM
BOE Agenda Approval	nhovden	08/21/2012 17:59:23 PM
BOE Final Approval	Pending	

Nevada State Board of Dental Examiners

Jade A. Miller, D.D.S.
President



J. Stephen Sill, D.M.D.
Secretary-Treasurer

6010 S. Rainbow Boulevard, Building A, Suite 1 • Las Vegas, Nevada 89118 • (702) 486-7044 • (800) DDS-EXAM • Fax (702) 486-7046

August 15, 2012

State of Nevada
Department of Administration - Budget Division
Attn: Liz O'Brien
209 East Musser Street, Room 200
Carson City, NV 89701-4298

Dear Ms. O'Brien:

Please accept this letter as notice of request to amend the submitted contracts for Hummel & Associates and Hillerby & Associates for a contract retroactive start date to September 1, 2012 and July 1, 2012 respectively. I regret any confusion and delays caused by this request. Thank you sincerely for your efforts to aid us with having these contracts reviewed by the Board of Examiners at the September BOE meeting.

Sincerely,

A handwritten signature in black ink that reads "Kathleen Kelly".

Kathleen J. Kelly
Executive Director

/kjk

cc: File of Hummel & Associates
File of Hillerby & Associates

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

I. DESCRIPTION OF CONTRACT

1. Contract Number: **13779** Amendment Number: **1**
 Agency Name: **LICENSING BOARDS & COMMISSIONS** Legal Entity Name: **John A. Hunt, Esq.**
 Agency Code: **BDC** Contractor Name: **John A. Hunt, Esq.**
 Appropriation Unit: **B007 - All Categories** Address: **500 S. Rancho Dr. #17**
 Is budget authority available?: **Yes** City/State/Zip: **Las Vegas, NV 89106**
 If "No" please explain: **Not Applicable** Contact/Phone: **John A. Hunt 702-436-3835**
 Vendor No.:
 NV Business ID: **NV20091576696**

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 %	X	Fees	100.00 % Licensing Fees
Federal Funds	0.00 %		Bonds	0.00 %
Highway Funds	0.00 %		Other funding	0.00 %

Agency Reference #: **Nevada State Board of Dental Examiners**

2. Contract start date:
 a. Effective upon Board of Examiner's approval? **No** or b. other effective date **08/01/2009**
 Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Previously Approved Termination Date: **07/31/2013**
 Contract term: **4 years**

4. Type of contract: **Contract**
 Contract description: **Legal Services**

5. Purpose of contract:
This is the first amendment to the original contract which provides general counsel and represents the Board in disciplinary matters. This amendment increases the maximum amount of the contract from \$500,000 with a per year limit of \$150,000 to \$700,000 with no annual limit.

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: \$200,000.00
- 4. New maximum contract amount: \$700,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?
The Board requires general counsel in disciplinary matters.

8. Explain why State employees in your agency or other State agencies are not able to do this work:
Per NRS 631.190, the NSBDE may contract for general legal services, as necessary.

9. Were quotes or proposals solicited? **No**

Was the solicitation (RFP) done by the Purchasing Division? No

a. List the names of vendors that were solicited to submit proposals (include at least three):

Not Applicable

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

This contractor has been providing legal representation to the Board for more than 20 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 current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or 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	eobrien	08/20/2012 10:39:42 AM
Division Approval	eobrien	08/20/2012 10:39:45 AM
Department Approval	eobrien	08/20/2012 10:39:50 AM
Contract Manager Approval	eobrien	08/20/2012 10:39:53 AM
Budget Analyst Approval	eobrien	08/20/2012 10:39:59 AM
BOE Agenda Approval	nhovden	08/21/2012 17:33:21 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: **10976** Amendment Number: **1**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **I3TECH DATA SOLUTIONS, INC.**

Agency Code: **MSA** Contractor Name: **I3TECH DATA SOLUTIONS, INC.**

Appropriation Unit: **9999 - All Categories** Address: **9310 TECHCENTER DR STE 240**

Is budget authority available?: **Yes** City/State/Zip: **SACRAMENTO, CA 95826**

If "No" please explain: Not Applicable Contact/Phone: Jason Schwartz 916/363-1886

Vendor No.: T27013548

NV Business ID: NV20101275411

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: RFP #1836

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2014**Contract term: **4 years and 23 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is the first amendment to the original contract, which provides assistance on a variety of information technology (IT) consulting and technical specialist levels on an hourly basis to state agencies. This amendment increases the maximum amount from \$5,000,000 to \$10,000,000 due to increased usage for IT services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$5,000,000.00
4. New maximum contract amount:	\$10,000,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Enterprise Information Technology Services Division is the only State agency authorized to provide information technology services to State agencies that require this service.

9. Were quotes or proposals solicited? Yes

Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty text box]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY11-FY14 Purchasing Division Master Services Agreement (MSA) Contract; (2) FY07-FY10, Department of Information Technology (DoIT) 05-06 Master Services Agreement (MSA) contract; and (3) FY03-FY06, DoIT MSA Contracts. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a: Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	Ideloach	07/26/2012 13:16:30 PM
Division Approval	Ideloach	07/26/2012 13:16:35 PM
Department Approval	ktarter	07/26/2012 15:46:29 PM
Contract Manager Approval	Ideloach	07/26/2012 16:27:30 PM
Budget Analyst Approval	csawaya	08/14/2012 14:18:20 PM
BOE Agenda Approval	cwatson	08/17/2012 14:10:29 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: **10978** Amendment Number: **1**

Agency Name: **MASTER SERVICE AGREEMENTS** Legal Entity Name: **MILLENNIUM INTEGRATED SRVCS 2000, Inc.**

Agency Code: **MSA** Contractor Name: **MILLENNIUM INTEGRATED SRVCS 2000, Inc.**

Appropriation Unit: **9999 - All Categories** Address: **MIS2000 INC**

Is budget authority available?: **Yes** City/State/Zip: **704 West Nye Lane Suite 201
Carson City, NV 89703**

If "No" please explain: Not Applicable Contact/Phone: **Mary Bahn 866/613-6900**

Vendor No.: **T29015887A**

NV Business ID: **NV20071342864**

To what State Fiscal Year(s) will the contract be charged? **2010-2014**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: **RFP #1836**

2. Contract start date:

a. Effective upon Board of Examiner's approval? **No** or b. other effective date **06/08/2010**

Anticipated BOE meeting date **09/2012**

Retroactive? **No**

If "Yes", please explain

Not Applicable3. Previously Approved Termination Date: **06/30/2014**Contract term: **4 years and 23 days**4. Type of contract: **MSA**Contract description: **Professional Service**

5. Purpose of contract:

This is the first amendment to the original contract, which provides assistance on a variety of information technology (IT) consulting and technical specialist levels on an hourly basis to state agencies. This amendment increases the maximum amount from \$5,000,000 to \$7,500,000 due to increased usage for IT services.

6. CONTRACT AMENDMENT

1. The maximum amount of the original contract:	\$5,000,000.00
2. Total amount of any previous contract amendments:	\$0.00
3. Amount of current contract amendment:	\$2,500,000.00
4. New maximum contract amount:	\$7,500,000.00

II. JUSTIFICATION

7. What conditions require that this work be done?

IT consultant services will be utilized when existing State personnel cannot meet required customer needs and/or timeframes.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

The Enterprise Information Technology Services Division is the only State agency authorized to provide information technology services to State agencies that require this service.

9. Were quotes or proposals solicited? Yes
 Was the solicitation (RFP) done by the Purchasing Division? Yes

a. List the names of vendors that were solicited to submit proposals (include at least three):

[Empty box for vendor names]

b. Solicitation Waiver: **Not Applicable**

c. Why was this contractor chosen in preference to other?

Twelve (12) contractors were selected based on an average of technical and cost evaluation criteria. A consensus evaluation by a review committee of four (4) was utilized.

The agency verified the vendor has a Nevada business license and is in good standing in all areas of the Secretary of State's business requirements.

d. Last bid date: 12/06/2005 Anticipated re-bid date: 12/15/2013

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

(1) FY11-FY14 Purchasing Division Master Services Agreement (MSA) Contract; (2) FY07-FY10, Department of Information Technology (DoIT) 05-06 MSA Contract; and (3) FY03-FY06, DoIT 01-07 MSA Contracts. Services have been satisfactory.

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is registered with the Nevada Secretary of State's Office as a:
 Nevada Corporation

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	07/26/2012 13:15:50 PM
Division Approval	ldeloach	07/26/2012 13:15:53 PM
Department Approval	ktarter	07/26/2012 16:03:01 PM
Contract Manager Approval	ldeloach	07/26/2012 16:26:46 PM
Budget Analyst Approval	csawaya	08/14/2012 14:25:04 PM
BOE Agenda Approval	cwatson	08/17/2012 14:08:13 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: **13725**

Agency Name: **MASTER SERVICE AGREEMENTS**
Agency Code: **MSA**
Appropriation Unit: **9999 - All Categories**
Is budget authority available?: **Yes**
If "No" please explain: Not Applicable

Legal Entity Name: **Sprint Solutions, Inc.**
Contractor Name: **Sprint Solutions, Inc.**
Address: **12502 Sunrise Valley Drive**
City/State/Zip: **Reston, VA 20196**
Contact/Phone: **Michaela Clairmonte 703-433-8581**
Vendor No.:
NV Business ID: **NV19971058950**

To what State Fiscal Year(s) will the contract be charged? **2013-2017**

What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: 1907

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date 09/2012

Retroactive? **No**

If "Yes", please explain

Not Applicable

3. Termination Date: **10/31/2016**

Contract term: **4 years and 61 days**

4. Type of contract: **MSA**

Contract description: **Wireless Services**

5. Purpose of contract:

This is a new contract which provides wireless devices, maintenance and service, and wireless voice communication and data transmission options such as video, messaging, internet or other services.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$1,500,000.00**

Other basis for payment: As invoiced by vendor and approved by the State.

II. JUSTIFICATION

7. What conditions require that this work be done?

This contract allows 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 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. List the names of vendors that were solicited to submit proposals (include at least three):

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 six selected and highest scored by the evaluation committee.

d. Last bid date: 02/03/2011 Anticipated re-bid date: 02/03/2015

10. Does the contract contain any IT components? No

III. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "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 currently provides wireless communication services and equipment statewide. Quality 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	sberry	08/01/2012 14:53:00 PM
Division Approval	sberry	08/01/2012 14:53:03 PM
Department Approval	ktarter	08/03/2012 13:39:01 PM
Contract Manager Approval	tsmit2	08/06/2012 09:16:45 AM
Budget Analyst Approval	csawaya	08/14/2012 14:28:29 PM
BOE Agenda Approval	cwatson	08/17/2012 14:06:06 PM
BOE Final Approval	Pending	